



ANNO TERTIO

GULIELMI IV. REGIS.

Cap. xlvi.

An Act for making a Railway from *London* to
Greenwich. [17th May 1833.]

WHEREAS the making a Railway, commencing at or near the South End of *London Bridge*, in the Parishes of *Saint Olave*, *Saint Saviour*, and *Saint Thomas*, or some or one of them, in the Borough of *Southwark* in the County of *Surrey*, to or near the Town of *Greenwich* in the County of *Kent*, with proper Works connected therewith, for the Carriage of Passengers and Cattle, and also of divers Articles, Matters, and Things, will prove of great public Advantage, by opening an additional, cheap, certain, and expeditious Communication between the Metropolis and the Towns of *Greenwich* and *Deptford*, and the adjacent Districts: And whereas the several Persons herein-after named are willing, at their own Costs and Charges, to carry into execution the said Undertaking; but the same cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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 Viscount *Ashbrook*, Sir *William Beatty*, *John Brown*, *John Christopher Blanckenhagen*, *Robert Curtis*, *Abel Rous Dottin*, *Cuthbert Featherstone Daly*, *Thomas Dougan*, *Thomas William Forster*, *William Hall Gage*, *William Goslet*, *George Swaine Hepburn*, *William Haggard*, *Joshua Hargrave*,
[Local.] 11 L

Proprietors
incorporated.

Hargrave, William Robert Hodges, James Honiball, William John Innes, Robert Johnstone, William Edward Jackson, Henry Lee, Edward Methold, John Milroy, Reverend James Macdonald, Thomas Moulden, Henry Martin, Abel Peyton Phelps, John Park, Christopher Rowlands, Reverend William Rose Stephenson, John Twells, Thomas William Tanner, Wyatt West, and all other Persons who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other the Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The *London and Greenwich* Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands, Tenements, and Hereditaments, to them and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and shall also have Power to sell and dispose of the said Lands, Tenements, and Hereditaments again, in manner by this Act directed.

Company
empowered
to make the
Railway.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain a Railway (with all proper Works connected therewith for the Passage on the said Railway for Carriages properly constructed) as delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Kent*; (that is to say,) commencing at or near the South End of *London Bridge*, in the Parishes of *Saint Olave, Saint Saviour,* and *Saint Thomas*, or some or one of them, in the Borough of *Southwark* in the County of *Surrey*; thence extending into or passing through the several Parishes, Townships, Hamlets, or Places of *Saint Saviour, Saint Olave, Saint Thomas,* and *Saint John*, in the said Borough of *Southwark*; *Saint Mary Magdalen Bermondsey, Saint Mary Rotherhithe, Hatcham,* and *Camberwell*, in the County of *Surrey*; *Saint Paul Deptford* in the Counties of *Kent* and *Surrey*; and *Saint Nicholas Deptford,* and *Saint Alphege* or *Alphege Greenwich*, in the said County of *Kent*; and terminating in or near the Town of *Greenwich*.

Company
may contract
for the
Works.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized, in the Name of the said Company or of such Person as they shall for that Purpose appoint, to contract and agree with any Person for making the said Railway or any Part thereof, or any other of the Works hereby authorized to be made or done by the said Company, and in such Manner, and for such Sum, and under such Regulations and Restrictions, as the said Company or the Person so appointed shall think proper; and all Contracts in Writing for any of the Purposes aforesaid shall be binding on the said Company and all other Parties thereto, their
respective

respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or by or against any other Party thereto, failing in the Execution thereof.

IV. And be it further enacted, That for the Purposes of this Act the said Company, their Deputies, Contractors, Agents, Servants, and Workmen, and other Persons by them authorized, shall be and they are hereby empowered from Time to Time to enter into and upon the Lands, Tenements, and Hereditaments of any Person whomsoever, according to the Provisions and Restrictions of this Act, and to survey and take Levels of the same or any Part thereof, and to set out and appropriate such Parts thereof as the said Company are by this Act empowered to take or use for the Purposes of this Act; and in or upon such Lands, Tenements, or Hereditaments, and in or upon any Lands, Tenements, or Hereditaments adjoining thereto, to bore, dig, cut, trench, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things whatsoever which may be dug or obtained therein, or otherwise, in the Execution of any of the Powers of this Act, and which may be necessary or proper for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to construct or make, in, under, upon, across, or over the said Railway or other Works by this Act authorized, and in, under, upon, across, or over any Lands, Tenements, or Hereditaments, or any Roads, Streets, Ways, Lanes, or other public Passages or Places, Hills, Valleys, Rivers, Canals, Brooks, Streams, or other Waters whatsoever, such inclined Planes, Tunnels, Embankments, Bridges, Arches, Piers, Roads, Ways, Passages, Conduits, Drains, Culverts, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery and Apparatus, and other Works and Conveniences, as the said Company, or the Person acting on their Behalf in the Execution of all or any of the Powers of this Act, shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or other Waters whatsoever, during such Time as may be necessary for constructing Tunnels, Arches, Bridges, or Passages under or over the same; and also to divert the Course of or alter any Roads or Ways, in order the more conveniently to carry the same over or under the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary for making, maintaining, altering, repairing, and using the said Railway and other Works by this Act authorized; they the said Company, their Deputies, Contractors, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making Recompence or Satisfaction in manner herein-after mentioned to all

Power to
take Lands,
&c.

Persons

Persons interested in any Lands, Tenements, or Hereditaments which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons whomsoever for what they or any of them shall do by virtue of the Powers hereby granted; subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Company not to take the Piece of Ground intended for the new School of St. Olave until they have provided another Site.

V. And whereas it may become necessary for the Purposes of this Act that the said Company should purchase and take a certain Piece of Ground situate on the South Side of *Duke Street* in the said Parish of *Saint Olave Southwark*, belonging to the Corporation of the Warden and Governors of the Free Grammar School of Queen *Elizabeth* of the Parishioners of the Parish of *Saint Olave Southwark*, whereon the said Warden and Governors are about to erect and build a new Grammar School, with Two Dwelling Houses for the Masters of the said School; be it further enacted, That in case the said Piece of Ground shall be required to be taken by the said Company for the Purposes of this Act, such Company, before they take possession of the said Piece of Ground or any Part thereof, shall provide and convey in exchange to the said Warden and Governors a convenient Piece of Ground within the said Parish, and of at least equal Dimensions in all respects, and to be approved of by the said Governors, as a Site of Ground for the Erection of a new School and Houses of the said Masters, and for other the Purposes of the said School, in lieu of the first-mentioned Piece of Ground; and in case the said Piece of Ground so to be provided as last aforesaid shall, in the Opinion of the said Governors, be of less Value than the Piece of Ground first mentioned, then such Sum of Money shall be paid to the said Warden and Governors for Equality of Exchange, out of the Monies to be raised for the Purposes of this Act, as in the Judgment of Two Surveyors, one to be appointed by the said Warden and Governors, and the other by the said Company, shall be the Difference in Value between the Pieces of Land to be so taken and provided respectively as aforesaid; and in case such Two Surveyors shall differ in respect of such Value, then the same shall be referred to and determined by a Third Surveyor, to be named by the Two Surveyors first chosen; and such Sum of Money, which shall in manner aforesaid be agreed on or determined to be the Difference in Value, shall be paid in Money, (or Land, at the Option of the said Warden and Governors,) to the said Warden and Governors, by the said Company, before the said Company or any Person authorized by them shall proceed to inclose or in any Manner take possession of the said first-mentioned Piece of Ground, or to use the same or any Part thereof for the Purposes of this Act.

Company not to take the Ground without giving Three Months Notice, nor unless Exchange

VI. Provided always, and be it further enacted, That the said Company shall not be at liberty to take the said first-mentioned Piece of Ground, or any Part thereof, unless Three Calendar Months Notice in Writing of their Intention so to do shall be previously given, signed by their Chairman, Treasurer, or Clerk, to the said Warden and Governors, nor unless the mutual Exchange of the Pieces of

Ground to be taken and furnished respectively be completed within the Space of Nine Calendar Months, to be computed from the Day of the passing of this Act: Provided also, that it shall be lawful for the said Warden and Governors to extend the said Period for completing the same, if they shall see fit.

of Ground shall be completed within Nine Months.

VII. Provided also, and be it further enacted, That in case the said Piece of Ground first mentioned belonging to the said Warden and Governors should be taken by the said Company, the said Company shall and they are hereby required to rent or otherwise provide convenient Houses or Buildings for the temporary Accommodation of the Masters and Scholars of the said Free Grammar School of Queen *Elizabeth* of the Parishioners of the Parish of *Saint Olave Southwark*, and the Purposes thereof, to be approved by the said Warden and Governors, in order that the same may be used accordingly during the building of a new School and Houses on such Site so to be furnished by the said Company as aforesaid, in the Event aforesaid.

Company to provide a Building for the temporary Accommodation of the School.

VIII. And whereas by means of the Provisions of this Act the said Warden and Governors will be very greatly delayed in erecting the said Grammar School and Masters Houses, whether the Piece of Ground belonging to the said Warden and Governors shall be taken by the said Company for the Purposes of the said Railway or not; and it hath therefore been proposed by the said Company to the said Warden and Governors, and agreed to by them, that whether the said Piece of Ground shall be taken or shall be declined to be taken by the said Company, the Rent of convenient temporary Accommodation for the Scholars and Masters of the said School shall in either Event be paid by the said Company to the said Warden and Governors for the Period of One Year; be it further enacted, That whether the said Company shall hereafter require and take or shall decline to take the said Piece of Ground last before mentioned, the said Company shall and they are hereby required, out of the Monies to be applied for the Purposes of this Act, to pay to the said Warden and Governors the Sum of One hundred and fifty Pounds, to provide a School House and Houses for the temporary Accommodation of the said School from the Twenty-fourth Day of *June* One thousand eight hundred and thirty-four to the Twenty-fourth Day of *June* One thousand eight hundred and thirty-five.

Company to pay One Year's Rent of temporary Accommodation for the School and Masters Houses.

IX. And whereas the said Railway is intended to be carried over the Grand *Surrey* Canal, and the Embankments, Side Drains, and other Works thereof, in the Parish of *Saint Paul Deptford* in the County of *Kent*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That nothing in this Act 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 said Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to injure any of the Works of the said

For Protection of the Grand Surrey Canal Company.

[Local.]

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Canal;

Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Line of the said Railway as delineated in the Maps or Plans thereof deposited with the Clerks of the Peace for the Counties of *Surrey* and *Kent*, where the same crosses the said Canal and Lands belonging to the said Company of Proprietors of the said Canal, without their Consent, in Writing under their Common Seal, first had and obtained.

Company to
erect a
Bridge over
the Grand
Surrey Canal.

X. And be it further enacted, That in carrying the said Railway over the said Grand *Surrey* Canal the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the said Canal and the Towing Path thereto, with proper Approaches; and the Soffit of such Bridge shall be at least Ten Feet above the Top-water Level of the Canal at the Centre of the Waterway, the said Towing Path shall not be less than One Foot above the said Level, and the Span of the said Bridge between the Abutments thereof shall not be less than Thirty-five Feet in the Clear, so as to include the Canal and Towing Path, without Contraction or Deviation either horizontally or vertically, allowing Thirty Feet for the Width of the Canal and Five Feet for the Width of the Towing Path of the said Canal; and the said Railway Company shall and they are hereby required, during the Progress of constructing the said Bridge, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Nineteen Feet in Width; and the Time for such Construction or Repairs shall not exceed Seven Days; and that an uninterrupted Passage shall be given, in case the present Towing Path shall be disturbed, until the new Towing Path Wall shall be erected, and the Ground made good and properly gravelled, and open for the free Passage of Horses under such Bridge; and the said Railway Company shall and they are hereby further required, wherever the said Railway shall cross or otherwise interfere with the Side Drains of the said Canal so as to intercept or obstruct the free Course thereof, to make and maintain good and sufficient Brick Tunnels, or lay down Cast Iron Cylinders, of not less than Three Feet Diameter, in a proper Level, and in a Line with such Side Drains, so as to admit of the free Course of the Water through the same.

Company to
erect a
Bridge on the
North-west
Side of the
Canal.

XI. And whereas the said Company of Proprietors of the Grand *Surrey* Canal intend to enlarge the present Towing Path of the said Canal, and make the same into a Road for Carts and Carriages, for which Purpose it is necessary, in making the said Railway, that another Bridge or Arch shall be erected on the North-west Side of and immediately adjoining the Bridge to be erected by the said Railway Company across the said Canal; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times thereafter to maintain and keep in repair, a good and substantial Bridge or Arch over the Land belonging to the said Canal Company on the North-west Side of and immediately adjoining the Bridge to be erected by the

said Railway Company across the said Canal and present Towing Path, such Bridge or Arch not to be less than Twelve Feet in the Span from the springing of the Arch, and not less than Ten Feet in Height in the Clear from the Road to the Crown of the Arch, so as to leave a sufficient Space for the Passage of Carts and Carriages under the same; and that the said Bridges or Arches and Tunnels shall be constructed, as regards their Position, Form, and Dimension, to the Satisfaction of the Engineer for the Time being of the Company of Proprietors of the said Canal.

XII. And be it further enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of the said Bridges, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the said Canal or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the same cannot pass along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved during the Progress of the Works shall be contracted to a less Width than herein is prescribed, except during the Construction of the said Bridge, then and in any such Case the said Railway Company shall pay to the said Company of Proprietors of the Grand *Surrey* Canal, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and in default of Payment of the said Sum, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the Grand *Surrey* Canal may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Bridges to be erected for the said Railway over the said Grand *Surrey* Canal, and over the Land belonging to the said Company of Proprietors, or the Tunnels to be made for the Side Drains of the said Canal, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Company of Proprietors of the Grand *Surrey* Canal to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Company to pay for Stoppage to the Navigation of the Canal.

XIII. And whereas the said Railway is intended to cross the River *Ravensborne* in the County of *Kent* by means of a Bridge over the said River, and if the said Bridge should be a fixed Bridge it may prove an Injury and Inconvenience to the several Owners, Lessees, and Occupiers of the Wharfs, Quays, and Premises abutting on the said River *Ravensborne* between the Place where the said Bridge is intended to be built and a certain Bridge at *Deptford* called *Deptford Bridge*; be it therefore further enacted, That it shall not be lawful for the said Company to build any fixed Bridge over the said River without first obtaining the Consent in Writing of the several Owners, Lessees, and Occupiers of the said Wharfs, Quays,

Bridge to be built over the River *Ravensborne*.

Quays, and Premises thereto; and if the said Company shall not obtain such Consent as aforesaid, then the said Bridge so to be built shall consist of One or more Arch or Arches, as the said Company shall think proper, and in the said Bridge shall be constructed a Drawbridge or Swivel-bridge, and the Space thereunder for the Passage of Vessels, Barges, or Boats shall be of the Width of Twenty-four Feet at the least, and of the Height of Nine Feet at the least above High-water Mark, so that the Navigation of the said River may be prejudiced or obstructed as little as possible for such Vessels, Barges, or Boats as do now usually navigate the same; and any such Bridge so to be built, and the Piers and Abutments thereof, shall be built and made with good and sufficient Materials; and after the said Bridge shall be so built, the same shall form Part of the said Railway, and it shall be lawful for the said Company, and all Persons passing along the same, to go and pass over the said Bridge without being subject or liable to any Penalty or Forfeiture for so doing; any thing contained in any Act to the contrary thereof in anywise notwithstanding.

No Vessel with fixed Masts to pass the Bridge over the River Ravensborne but on Flood Tide, or within 45 Minutes after.

XIV. And be it further enacted, That no Ship, Lighter, or other Vessel, having any fixed or standing Mast or Sail, shall be navigated, passed, or warped through any Draw or Swivel Bridge, in case the same shall be built, at any other Time than at Flood Tide, or within Forty-five Minutes after, or when the Water shall be flowing or running from the River *Thames* into the said River *Ravensborne*; and in case any such Ship, Lighter, or Vessel shall be navigated, passed, or warped through any such Draw or Swivel Bridge at any other Time or Season than as aforesaid, the Owner of every such Ship, Lighter, or Vessel shall for every Offence forfeit and pay the Sum of Ten Pounds; one Moiety thereof shall be paid to the Informer, and the other Moiety thereof shall belong to the said Company; and the said Owner shall moreover be answerable and liable to make Satisfaction to the said Company for any Damage or Injury that shall or may be done to the said Bridge or any Part thereof by any such Ship, Lighter, or Vessel, and every other Damage and Loss which the said Company may sustain therefrom.

Vessels having lowered their Masts may pass under the Bridge on Ebb Tide.

XV. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Ship, Lighter, or Vessel, having a moveable Mast or Masts, and having lowered the same, with the Sail thereto belonging, from being navigated, passed, or warped under the said Bridge upon Ebb Tide, or when the Water shall be running out of the said River *Ravensborne* into the River *Thames*, so that there be sufficient Depth of Water for the Purpose, as herein-after mentioned, and the said Ship, Lighter, or Vessel can safely pass under the said Bridge, or through any Arch thereof, without doing any Damage to the said Bridge or Arch.

Bridge not to be moved after High Water, or

XVI. Provided also, and be it further enacted, That nothing herein contained shall extend or be construed to extend so as to oblige or compel the said Company, or their Servants, or any of them, to open or remove any such Draw or Swivel Bridge at any Time, for the
Passage

Passage of Ships, Lighters, or other Vessels whatsoever, after the Water has ceased flowing from the River *Thames* into the said River *Ravensborne*, or after the Height or Top of what is commonly called Flood Tide, and after the Expiration of Forty-five Minutes afterwards.

Forty-five Minutes afterwards.

XVII. And be it further enacted, That the Master or Owner of every Ship, Lighter, or other Vessel, Barge, or Boat which shall pass under or through any Bridge built by the said Company, shall be and is hereby made answerable, responsible, and liable to make Satisfaction to the said Company for any Damage or Injury that shall or may be done to any Bridge or any Part thereof by any such Ship, Lighter, or other Vessel, Barge, or Boat respectively.

Masters and Owners of Vessels, &c. liable for Damage done to Bridge.

XVIII. And be it further enacted, That if the said Company, or any Person in their Employ appointed for that Purpose, shall not from Time to Time open or remove, or cause to be opened or removed, any such Drawbridge or Swivel-bridge as aforesaid, for the Passage of Vessels, Barges, and Boats having fixed or standing Masts or Sails, within the Space of Ten Minutes after Application made to them or him for that Purpose, or if the said Company shall at any Time do or cause to be done any Act or Thing whatsoever by means whereof the Navigation of the said River *Ravensborne* shall be prejudiced or obstructed for such Vessels, Barges, or Boats as do now usually navigate the same, more than is unavoidable, then and in any or either of such Cases the said Company shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence; and the said Company shall also pay to any Person whomsoever all such Damages as he shall sustain in consequence of any Act or Thing done or caused to be done by the said Company by means whereof the said Navigation of the said River *Ravensborne* shall be so prejudiced or obstructed as aforesaid.

Penalty for not opening Bridge over the River *Ravensborne*, &c.

XIX. And whereas Deficiencies may arise in the Produce of the Rates made by the Commissioners of Sewers for the Limits extending from *East Moulsey* in *Surrey* to *Ravensborne* in *Kent*; be it therefore enacted, That the said Company of Proprietors, from and after the passing of this Act, and until the Works hereby authorized to be made and done shall be completed and assessed to such Rates, shall be subject and liable to be rated and assessed by the said Commissioners of Sewers to the Rates to be made by such Commissioners in such a Sum of Money as may be the Value of any and every Land, Ground, House, Shop, Warehouse, Coach-house, Stable, Yard, Wall, Ropewalk, Wharf, Dock, Dock Yard, or other Yard, Mill, Mill-pond, Building, Manufactory, Garden, Cellar, Vault, or other Tenement or Hereditament which the said Company shall for the Purposes of this Act pull down or demolish, or which shall become unoccupied by reason of any Notice or other Proceeding given or taken to or by the said Company, such Value to be ascertained according to the yearly Rent or Value at which the same Tenements or Hereditaments shall have been respectively rated in and by the Rate last made by the said Commissioners of Sewers on such respective Hereditaments and Premises previous to the passing of this Act, and shall pay the same

Provision for Deficiency in Sewers Rate.

[Local.]

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Rates

Rates or Assessments accordingly to the Collector appointed by the said Commissioners.

Provision for the Deficiencies in Land Tax.

XX. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situated; be it therefore further enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax), be subject and liable from Time to Time to pay and make good to or in aid of the several Parishes or Townships, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason or means of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Provision for Deficiency in Rates in Bermondsey and South-wark.

4 G. 4. c. 91.

XXI. And whereas by reason of taking down Houses and Buildings, and of executing this Act, there will be Deficiencies in the Produce of the Rates made by the Governors and Directors of the Poor of the said Parish of *Saint Mary Magdalen Bermondsey*, and also in the Rates or Assessments authorized to be made by the Commissioners for putting into execution an Act of Parliament made and passed in the Fourth Year of the Reign of His Majesty King *George the Fourth*, intituled *An Act for repairing, maintaining, and improving the Highways and other public Places in the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey*; and also in the Rates or Assessments authorized to be made by the Commissioners for putting into execution an Act of Parliament made and passed in the said Fourth Year of the Reign of His Majesty King

4 G. 4. c. 75.

George the Fourth, intituled *An Act for lighting, watching, and cleansing the Grange Road and other Parts of the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey*; and also in the Rates or Assessments called the New Church Rates, authorized to be made by the Trustees for putting into execution Two Acts of Parliament, one made and passed in the Seventh Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for raising Money for building a Crypt and Tower to the additional Church erecting in the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey, for vesting the said Church and the Burial Ground thereof in Trustees, and for other Purposes relating thereto*; and the other of the said Acts made and passed in the First Year of the Reign of His present Majesty, intituled *An Act for raising a further Sum of Money to defray the out-*

7 G. 4. c. 104.

standing Claims in respect of the building the Crypt and Tower to the

1 W. 4. c. 22.

additional

*additional Church erected in the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey, and of inclosing the Burial Ground thereof; and also in the Rates or Assessments authorized to be made by the Commissioners for putting into execution Three several Acts, one passed in the Sixth Year of the Reign of His Majesty King George the Third, intituled *An Act for paving the Streets and Lanes within the Town and Borough of Southwark, and certain Parts adjacent, in the County of Surrey, and for cleansing, lighting, and watching the same, and also the Courts, Yards, Alleys, and Passages adjoining thereto, and for preventing Annoyances therein;* 6 G. 3. c. 24. another Act passed in the Eleventh Year of the Reign of His said Majesty King George the Third, intituled *An Act to explain and amend so much of an Act of the Sixth Year of His present Majesty, for paving the Town and Borough of Southwark in the County of Surrey, as relates to the Commissioners of Sewers, and for regulating the Manner of taxing Churches and other public Buildings within the Limits of the said Act;* and another passed in the Twenty-eighth Year of the Reign of His said Majesty King George the Third, intituled *An Act for enabling the Commissioners for putting into execution an Act made in the Sixth Year of the Reign of His present Majesty, for paving the Streets and Lanes within the Town and Borough of Southwark, and certain Parts adjacent, in the County of Surrey, and for cleansing, lighting, and watching the same, and also the Courts, Yards, Alleys, and Passages adjoining thereto, and for preventing Annoyances therein, to open, widen, and better regulate the several Streets, Lanes, and Passages within the East Division in the said Act described;* and also in the Rates and Assessments authorized to be made by the Commissioners for putting into execution an Act passed in the Twenty-fifth Year of the Reign of His said Majesty King George the Third, intituled *An Act for better paving, cleansing, lighting, and watching the Streets, Lanes, Yards, Courts, Alleys, and Passages within that Part of the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey, called the Waterside Division, and for removing and preventing Nuisances and Annoyances therein, and for lighting and watching certain Parts of and belonging to the Turnpike Road leading from the East End of New Street in Southwark to Deptford in the County of Kent, within the said Waterside Division of the said Parish therein mentioned;* and also in the Rates and Assessments authorized to be made by the Trustees named and appointed in and by an Act passed in the Fifty-seventh Year of the Reign of His Majesty King George the Third, intituled *An Act for making better Provision for the Support and Maintenance of the Rector of the Parish of Saint Olave in the Town and Borough of Southwark, and for providing a more convenient Rectory or Parsonage House for the said Rector;* and also in the Rates made and assessed under and by virtue of a certain Act of Parliament made and passed in the Seventh and Eighth Years of the Reign of His late Majesty King George the Fourth, intituled *An Act for providing a further Maintenance for the Rector of the Parish of Saint John Horsleydown within the Town and Borough of Southwark in the County of Surrey;* and also in certain Rates and Assessments called Church Rates and Poor Rates, not herein-before provided for: Be it therefore enacted, That the said Company, from and after the passing of this Act, and until the Works*

11 G. 3. c. 17.
28 G. 3. c. 68.
25 G. 3. c. 23.
57 G. 3. c. 7.
7 & 8 G. 4. c. 23.

Works hereby authorized to be made and done shall be completed and assessed to such Rates, shall be subject and liable to be rated and assessed to the respective Rates and Assessments aforesaid for or in respect of all and every Land, Ground, House, Shop, Warehouse, Coach-house, Stable, Yard, Wall, Ropewalk, Dock, Dock Yard, or other Yard, Mill, Mill-pond, Building, Manufactory, Garden, Cellar, Vault, or other Tenement or Hereditament which the said Company shall for the Purposes of this Act pull down or demolish, or which shall become unoccupied by reason of any Notice or other Proceedings given or taken to or by the said Company, according to the Amount or Produce of such several Rates and Assessments respectively, as the same are or shall be respectively rated and assessed in and by the said several Rates and Assessments from the Twenty-fifth Day of *March* One thousand eight hundred and thirty-three to the Twenty-fifth Day of *March* One thousand eight hundred and thirty-four, and shall pay the same accordingly to the respective Collectors of the said Rates or Assessments.

Provision for
Deficiency in
Rates in
St. Paul's
Deptford,
and St. Al-
phage
Greenwich.

XXII. And whereas by reason of the pulling down Houses and Buildings in pursuance of this Act there may be Deficiencies in the Produce of the County and other Parochial Rates, not herein otherwise provided for, in the said Parishes of *Saint Paul Deptford* and *Saint Alphage Greenwich* in the said County of *Kent*; be it therefore further enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged or chargeable with any County Rates, Police Rates, Highway Rates, or with any other Parochial Rates, Charges, or Assessments not herein otherwise provided for, now or hereafter charged or chargeable within the said Parishes, and until the Works hereby authorized to be made shall be completed and assessed to such Rates, be subject and liable from Time to Time to pay and make good, to or in aid of the said Parishes, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Rates within the said Parishes by reason or means of taking down or using, for the Purposes of this Act, any Premises liable to such Rates, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Rates, or other Person duly authorized to receive the same.

For Recovery
of Rates.

XXIII. And be it further enacted, That all and every the parliamentary, parochial, and district Rates herein-before mentioned, and the Sum of Money which shall become payable on account thereof under or by virtue of this Act, shall be paid and payable by the Treasurer of the said Company; and in case of Default of such Payments for the Space of Twenty Days, by the said Treasurer, next after Demand in Writing made or given to him by the Collector of any such parliamentary, parochial, or district Rate or Rates, he respectively shall or may bring or cause to be brought any Action of Debt or special Action on the Case, or other Action, in any of His Majesty's Courts of Record at *Westminster*, or to proceed in the Court of Requests

Requests for the Town and Borough of *Southwark* and the Eastern Half of the Hundred of *Brixton* in the County of *Surrey*, against such Treasurer, for Recovery of any such Rate or Assessment so in arrear, by and in the Name of the Collector entitled to receive the same, with full Costs of Suit, and no Essoign, Protection, or Wager of Law, or more than One Imparlance, shall be allowed therein; and the said Court of Requests are hereby authorized and empowered to hear and determine such several Claims, and to proceed thereon in such Manner as they are now authorized and empowered to do on any Debt.

XXIV. And be it further enacted, That the Distance between the inside Edges of the Rails of the said Railway shall not be less than Four Feet and Eight Inches, and the Distance between the outside Edges of the Rails of the said Railway shall not be more than Five Feet and One Inch.

Prescribing the Width between the Rails of the Railway.

XXV. And be it further enacted, That the Lands to be taken or used for the Line of the said Railway shall not exceed Twenty-five Yards in Breadth, except in Places in which a greater Breadth shall be judged necessary, for an Approach to the Railway, or for Carriages to turn, remain, or pass each other, or for raising Embankments for crossing Vallies or low Grounds or in Cuttings, and not above Sixty Yards in any Place, except at or near to *High Street, Deptford*, aforesaid, where a Space not exceeding Three hundred Yards in Length by Two hundred Yards in Breadth may be set out and appropriated, and at or near to the Termination of the said Railway within the Town of *Greenwich*, where a Space not exceeding One hundred Yards in Length by Sixty Yards in Breadth may be also set out and appropriated, over and above the Land taken for the Line of the said Railway, for Wharfs, Warehouses, and other Buildings, unless with the Consent in Writing of the Owners and Occupiers of or Persons interested in any Lands, Tenements, or Hereditaments which the said Company shall be desirous of appropriating in order to and for the Purpose of obtaining greater Space for the Purposes of this Act.

Breadth of Land to be taken for the Line of Railway.

XXVI. Provided always, and be it further enacted, That in all Cases in which, in the Exercise of any of the Powers hereby granted, any Part of any Road, Street, Way, Lane, or other Passage or Place, either public or private, shall be found necessary to be cut through, diverted, raised, sunk, taken, or so much injured as to be impassable for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall at their own Expence, and before any such Road, Street, Way, Lane, or other Passage or Place shall be so cut through, diverted, raised, sunk, taken, or injured as aforesaid, cause a sufficient Road, Street, Way, Lane, or other Passage or Place (as the Case may require) to be set out and made instead thereof, as convenient for Passengers and Carriages as the Road, Street, Way, Lane, or other Passage or Place to be cut through, diverted, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be, and shall cause the same to be put into good and substantial Order and Condition, where the former Road, Street, Way, Lane, or other Passage

Providing for Injury to Roads.

[Local.]

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or

or Place cannot more easily be restored; and when any Road cut through, diverted, raised, sunk, taken, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made as aforesaid, and the principal Road shall be restored, within Six Calendar Months next after the Commencement of the Operation; and such temporary Roads shall be kept in repair by and at the Expence of the said Company; and the Railway, where it shall cross such Road, Street, Way, Lane, or other Passage or Place, shall be constructed and be kept in repair in such Manner as to prevent, so far as may be practicable, any Obstruction to the Passage along such Road, Street, Way, Lane, or other Passage or Place.

Railway to be carried over Burial Ground in St. Olave's Parish by means of an Arch.

XXVII. And whereas the said Railway, or the Entrance or Approach thereto, is intended to be made upon or over a Portion of the Burial Ground belonging to the said Parishes of *Saint Olave* and *Saint John* within the Borough of *Southwark*: And whereas it has been ascertained that the said Railway, or the Entrance or Approach thereto, may be safely and securely made, completed, and formed by means of an Arch over the said Part of the said Burial Ground, and without disturbing the said Burial Ground, or any of the Tombs or Graves within the same; be it therefore further enacted, That the said Company shall and they are hereby required to make, complete, and form such Part of the said Railway, or the Entrance or Approach thereto, as is intended to be made upon or over the said Burial Ground, upon an Arch, so as not to disturb the said Burial Ground, or any of the Tombs or Graves within the same, more than shall be unavoidable.

Railway to be carried over or under Roads by means of Bridges, &c.

XXVIII. And be it further enacted, That where the said Railway shall cross any Turnpike Road the said Railway shall be carried over or under the said Turnpike Road, at the Expence of the said Company, by means of a Bridge, Arch, or Tunnel, as the Case may be, of such Construction as is herein-after mentioned.

Regulations as to Width and Height of Bridges for carrying Railway over Roads.

XXIX. Provided also, and be it further enacted, That where any Bridge or Arch shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Road, Street, Way, Lane, or other public or private Passage or Place, the Span of the Arch of such Bridge or Arch shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space under every such Bridge or Arch, at Right Angles, of not less than the Width of such Road, Street, Way, Lane, or other Passage or Place as aforesaid, with the Footpaths thereto, and of a Height, from the Surface of such Road, Street, Way, Lane, or other Passage or Place, to the Soffit of such Bridge or Arch, of not less than Eighteen Feet, and the Descent under such Bridge or Arch shall not exceed One Foot in Thirty Feet.

As to Ledges of Railway when crossing public Roads on a Level.

XXX. Provided always, and be it further enacted, That where the said Railway shall cross any Road, Street, Way, Lane, or other public Passage or Place on a Level, the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the Carriages thereupon, shall not rise above nor sink below the Level of such Road,

Road, Street, Way, Lane, or other public Passage or Place more than One Inch.

XXXI. And be it further enacted, That in all Cases wherein the said Railway shall cross any Road, Street, Way, Lane, or other public Passage or Place, not being a Turnpike Road, on a Level, the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such Road, Street, Way, Lane, or other public Passage or Place where the said Railway shall communicate therewith, all which Gates shall be constantly kept shut by some Person to be appointed by the said Company (and which Person the said Company is hereby required to appoint), except during the Times when Carriages passing along the said Railway shall have to cross such Road, Street, Way, Lane, or other public Passage or Place, and then the same shall be opened for the Purpose only of letting such Carriages pass through; and the Persons intrusted with the Care of such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

Where the Railway crosses public Highways on a Level, Company to erect Gates on each Side.

XXXII. And whereas a Map or Plan, describing the Line of the said Railway, and the Lands, Tenements, and Hereditaments through, in, or over which the same is intended to be carried, together with a Book of Reference, containing a List of the Names of the Owners and Occupiers of such Lands, Tenements, and Hereditaments, have been deposited in the Offices of the respective Clerks of the Peace for the Counties of *Surrey* and *Kent*; be it therefore enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the said respective Clerks of the Peace, to the end that all Persons may, at seasonable Times, have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom, at their Will and Pleasure, paying the Sum of One Shilling for every such Inspection, and for Copies of and Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Map or Plan and Book of Reference, or any Copy thereof, or of so much or such Part thereof respectively as shall relate to any Matter or Thing in question, certified by the said Clerks respectively or their respective Deputies to be a true Copy, shall be and is hereby declared to be good Evidence in all Courts of Law and elsewhere; and the said Company in making the said Railway shall not deviate or extend beyond Fifty Yards from the Line so delineated in the said Map or Plan so deposited with the respective Clerks of the Peace; nor shall the said Company be at liberty to purchase, take, or use, or in any Manner interfere or meddle with, any Lands or other Property belonging to the Governors of *Saint Thomas's* Hospital, except the Two Houses in *Joiners Street*, with the Premises thereto lately contracted for by the said Governors, (notwithstanding certain Land of the said Hospital is comprised in the said Map or Plan and Book of Reference,) unless with the Consent in Writing of the Governors of the said Hospital for that Purpose first had and obtained; nor shall the said Company be at liberty to purchase, take, or use, or in any Manner interfere or meddle

Plan and Book of Reference to remain in the Custody of the respective Clerks of the Peace, &c.

Restricting Deviation from Plan.

Not to take Land of *St. Thomas's* Hospital, without Consent;

nor to interfere with the Chapel in

High Street,
Deptford.

meddle with, a certain Chapel and Burial Ground situate in *High Street, Deptford*, aforesaid, or any Part thereof.

Company not
to deviate
from the Line
so far as
affects the
Bermondsey,
Rotherhithe,
and Deptford
Roads, with-
out the Con-
sent of the
Surveyor to
the Trustees.

XXXIII. Provided also, and be it further enacted, That the said Company, in constructing the said Railway, so far as the same shall be connected with the *Bermondsey, Rotherhithe, and Deptford* Roads, shall not deviate from the Line delineated in the said Plans deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Kent*, nor shall the said Bridges or Tunnel hereby authorized and required to be made over and under the said *Bermondsey, Rotherhithe, and Deptford* Roads respectively, or any of them, be made at any other Places or Place than the Places marked out for that Purpose in the said Plans, without the Consent in Writing of the Surveyor to the said Trustees of the *Bermondsey, Rotherhithe, and Deptford* Roads, for any of the Purposes aforesaid first had and obtained: Provided always, that if the said Railway shall be carried under the Turnpike Road called *Butt Lane* or *High Street*, in *Deptford* aforesaid, the said Road called *Butt Lane* or *High Street* shall not be raised for the Purpose of being carried over the said Railway more than Six Feet from the present Level of the said Road where it shall be so carried over as aforesaid.

Directing
how Bridge
to be built
over High
Street, Dept-
ford.

XXXIV. Provided also, and be it further enacted, That if the said Railway shall be carried across the Turnpike Road called the *High Street, Deptford*, by means of a Bridge or Arch, such Bridge or Arch shall be of One Span of the whole Width of the Road, including the Footpaths thereof, and be built at Right Angles with the said Road; and in such Case the said Turnpike Road shall be gradually lowered or sunk, by and under the Direction of the Trustees of the said *Bermondsey, Rotherhithe, and Deptford* Roads, but nevertheless at the Costs and Expence of the said Company, under and for the Space of One hundred Feet on each Side of the said Bridge or Arch, so nevertheless that the said Turnpike Road shall not be lowered or sunk in any Part thereof more than Six Feet from its present Level; and that proper Drains or Sewers be made and formed, and executed to the Satisfaction of the Surveyor of the said Trustees, by and at the Expence of the said Company, from the said Road to the River *Ravensborne*, for the Drainage of the said Road so lowered or sunk.

Uninten-
tional Errors
in Act or
Plan or Book
of Reference
not to pre-
vent Execu-
tion of Act.

XXXV. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works upon, by, over, or through the Lands, Tenements, and Hereditaments upon, in, over, or through which such Railway or other Works are delineated on the said Map or Plan, although such Lands, Tenements, or Hereditaments, or any of them, or the Situation thereof respectively, or the Names of the Owners or of the Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act, or in the Schedule hereto, or in the said Book of Reference, if it shall appear to any Two or more of His Majesty's Justices of the Peace acting for the said Counties of *Surrey* or *Kent* (as the Case may be), in case of Dispute about the
same,

same, and be certified by Writing under their Hands that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, according as the said Lands, Tenements, or Hereditaments shall be situated, and as the Case may require.

XXXVI. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person to take, injure, or damage, for the Purposes of this Act, any House or Building which was erected or built on or before the Thirtieth Day of *November* last, or any Land then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock Plantation, Coppice, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, without the Consent in Writing of the Owner and Occupier thereof, or other Person interested therein respectively, other than and except such as are specified in the Schedule to this Act annexed.

Houses and Gardens not to be used unless specified in the Schedule.

XXXVII. And be it further enacted, That the said Company may make, at convenient Distances along the said Railway, Passing Places or Turn-outs for the enabling of Carriages using the said Railway to pass each other: Provided always, that there shall not be fewer than Two such Passing Places or Turn-outs in each Mile of the said Railway.

Convenient Passing Places to be made along the Railway.

XXXVIII. Provided always, and be it further enacted, That the said Company shall at their own Expence make and from Time to Time maintain an Approach, by a Flight of Steps or an Inclined Plane, to the said Railway at or near the *Spa Road*, and at or near *High Street, Deptford*.

Company to make Approaches to Railway.

XXXIX. And be it further enacted, That after any Lands, Tenements, or Hereditaments intended to be taken or used for the Purposes or Uses of this Act shall have been set out and ascertained, it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Ecclesiastical or Civil, Corporations Aggregate or Sole, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Committees, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of every Person entitled in Reversion, Remainder, or Expectancy, if incapacitated, and as to such Husbands and Guardians also for and on behalf of their Wives and Wards, and as to such Committees also for and on behalf of the Lunatics and Idiots of whom they shall be the Committees respectively, and as to all such Bodies Politic, Corporate, or Collegiate, Corporations, Tenants, Trustees, and Feoffees in Trust, Executors, Administrators, and other Persons as aforesaid, also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons

Bodies Politic, &c. empowered to sell and convey Lands.

this Act had not been passed, until the said Company shall contract with the Lord or Lady for the Time being of such Manor, or if infant, lunatic, or idiot, then with his or her Guardian or Committee, for the Enfranchisement of such Lands, Tenements, or Hereditaments; and such Lord or Lady, whether sole or married, and whether a Trustee or seised in his or her own Right, and his or her Guardian or Committee, if infant, lunatic, or idiot, is hereby empowered to contract for the Enfranchisement of and to enfranchise the same Copyhold or Customary Lands, Tenements, and Hereditaments by such or the like Form of Conveyance as by this Act is directed to be used in case of the Conveyance of Lands, Tenements, and Hereditaments of Freehold Tenure, notwithstanding he or she shall be seised of or entitled to the same Manor for a less Interest than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord or Lady from receiving the same Benefit, of Fines, Heriots, and other Services, due upon Death, Descent, or Alienation, as he or she would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord or Lady shall be paid by the said Company a reasonable Satisfaction, Recompence, and Compensation for the Loss which may arise to him or her in respect of such Fines, Heriots, and other Services, the Receipt or Enjoyment of which shall be lost or diminished by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Satisfaction, Recompence, and Compensation, and also the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Tenements, of which a Part only shall be taken for the Purposes of this Act, shall, if not settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands, Tenements, or Hereditaments to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

XLI. And be it further enacted, That in all Cases in which the Lord or Lady of any Manor, whereof any Copyhold or Customary Lands, Tenements, or Hereditaments required to be taken or used for the Purposes of this Act are held or Parcel, or being infant, lunatic, or idiot, his or her Guardian or Committee, shall be willing to enfranchise such Copyhold or Customary Lands, Tenements, or Hereditaments, and such Lord or Lady shall be seised of or entitled to such Manor for a less Interest than an Estate in Tail General or Special in possession, or where he or she shall be unable, by levying a Fine or suffering a Common Recovery, to enfranchise the same Lands, Tenements, or Hereditaments, or shall (whether having such limited or the entire Interest in such Manor) be infant, lunatic, or idiot, then the Money agreed upon or awarded by a Jury to be paid for the Enfranchisement thereof shall be paid and disposed of, under the Direction and Approbation of the Court of Exchequer, or without such Direction or Approbation, according to the Amount thereof, in the same Manner in all respects as in this Act is directed and provided with respect to Money agreed upon or awarded by a Jury

Application of Money belonging to Lords of Manors under Incapacity in respect of the Enfranchisement of Copyholds.

Jury to be paid for the Purchase of any Lands, Tenements, or Hereditaments, taken or used for the Purposes thereof, which shall belong to any Person under any Disability or Incapacity whatsoever; and in all Cases in which the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of such Copyhold or Customary Lands, Tenements, and Hereditaments, of which a Part only shall be taken for any of the Purposes of this Act, shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord or Lady of the Manor whereof the same Copyhold or Customary Lands, Tenements, and Hereditaments are held or Parcel; and if not so settled, the same shall then be assessed and determined by the Verdict of a Jury, if required, in such Manner as in and by this Act is directed and provided; and the Appointment and Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Custom in other respects by or under which the Copyhold or Customary Lands, Tenements, or Hereditaments not taken for the Purposes of this Act shall be held, or the Remedy for the Recovery of the Rent for the same, after the Appointment or Apportionment thereof; and in all Cases where the Lord or Lady of any Manor whereof any Copyhold or Customary Lands, Tenements, or Hereditaments purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall in consequence thereof have received from the said Company a Satisfaction, Recompence, or Compensation in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands, Tenements, or Hereditaments in a Body Corporate, then and in every such Case, if the same Lands, Tenements, or Hereditaments, or any Part thereof, shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands, Tenements, and Hereditaments which shall be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services whereof such Satisfaction, Recompence, and Compensation shall have been made as aforesaid.

Power to purchase the Release of Lands wanted from Rents charged thereon.

XLII. And be it further enacted, That where any of the Lands, Tenements, or Hereditaments which shall be purchased by the said Company shall be subject solely, or jointly with other Lands, Tenements, or Hereditaments not so purchased, to or with any Rent Service, Rent-charge, or chief Rent, or other Rent, or other Payment or Incumbrance, it shall be lawful for the said Company to agree for the Release of such Lands, Tenements, and Hereditaments so to be purchased from such Rent, Payment, or Incumbrance, and for an Apportionment of such Rent, Payment, or Incumbrance, where necessary, for such Consideration in Money as shall be agreed upon between the said Company and the Party who, under the Provisions of this Act, shall agree to sell or apportion the same Rent, Payment, or Incumbrance, or as shall be assessed by a Jury as herein-after mentioned; and in case any Difference shall arise
respecting

respecting the Apportionment of such Rent, Payment, or Incumbrance, or the Money or Equivalent offered for the same, then the Value and the Apportionment of the same shall be determined and decided by a Jury in manner herein-after mentioned, which Jury shall apportion such Rent, Payment, or Incumbrance according to the respective Values of the Lands, Tenements, and Hereditaments so to be purchased, and of the Lands, Tenements, and Hereditaments not so purchased, out of or from which such Rent, Payment, or Incumbrance shall be jointly issuing; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Party as aforesaid respecting such Release shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be, and shall be within the Powers and Regulations of this Act: Provided always, that when the said Lands, Tenements, and Hereditaments so to be purchased shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands, Tenements, and Hereditaments, such last-mentioned Lands, Tenements, and Hereditaments shall be charged only with the Remainder of such Rent, Payment, or Incumbrance; and such Apportionment shall not prejudice the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands, Tenements, and Hereditaments not so purchased had been originally charged with that Amount only: Provided also, that when a Part only of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands, Tenements, and Hereditaments originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance to subsist and continue payable; and such Memorandum shall be Evidence in all Courts of the Facts thereby stated, but not so as to exclude any other Evidence of the same Facts.

XLIII. And be it further enacted, That on or before the Expiration of One Calendar Month next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Land, Tenement, or Hereditament, or any Part thereof, for the Purposes of this Act, shall have been given to any Corporation or other Person seised, possessed of, or interested in or authorized by this Act to accept and receive Satisfaction, Recompence, or Compensation for the Value of the same, or any Estate, Share, or Interest therein, or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which they or he claim to be entitled to, or to be authorized to receive Satisfaction, Recompence, or Compensation for, and of the

Parties to deliver a Statement of their Estates and Claims within One Calendar Month after Notice.

[*Local.*]

11 Q

Injury

Injury or Damage sustained by them or him, and of the Amount of the Sum of Money which they or he may expect and be willing to receive in Satisfaction, Recompence, or Compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Where small
Parcels of
Land are
intersected,
Company
compellable
to purchase
the Whole.

XLIV. Provided also, and be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half an Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half an Acre in Quantity as aforesaid, the Value thereof to be ascertained in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at the Expence of such Company, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner: Provided always, that if in respect of any Land which shall be so left being less than Half an Acre in Quantity, and the Owner whereof shall not have any Land adjoining on the same Side of the said Railway, and the said Company shall be called upon to make any Bridge or Culvert for the Purpose of making a Communication therewith, it shall be lawful for the said Company, and they are hereby empowered, to take and purchase such Piece of Land being less than Half an Acre in Quantity.

No Person
compellable
to sell Part of
his House,
&c. if willing
to sell the
Whole.

XLV. And be it further enacted, That if any Corporation or other Party by this Act authorized to sell and convey any Lands, Tenements, or Hereditaments shall be applied to by or on behalf of the said Company to treat for, sell, dispose of, or convey any Part of any House, Warehouse, Building, or Manufactory in the actual Occupation of One Person or of several Persons jointly, and shall, by Notice in Writing to be left with the Clerk of the said Company within Twenty-one Days after such Application, signify his Inclination or Desire to treat for, sell, dispose of, and convey the whole of such House, Warehouse, Building, or Manufactory, and if it shall happen that the said Company shall not think proper or be willing to purchase the whole of such House, Warehouse, Building, or Manufactory, then and in every such Case nothing in this Act contained shall extend or be construed to extend to compel such Corporation or Party interested therein to treat for, sell, dispose of, or convey, or to authorize the said Company to take or use, Part only or less than the Whole of such House, Warehouse, Building, or Manufactory, any thing herein contained to the contrary thereof in anywise notwithstanding.

XLVI. And

XLVI. And whereas the Mayor and Commonalty and Citizens of the City of London, *Barnard Spindler, John Harcourt, Thomas Branch, John Cox, John Clutterbuck, John Young, Messieurs Vickers and Slee, William Nottidge, Jesse Curling, Francis Deacon, Messieurs Wilson and Cooper, Beriah Drew, Robert Richardson, Garwood Tokely, Messieurs Samuel, Henry, James, and George Bevington, Alfred Bevington, Thomas Keeton, John Boorn, Samuel Smith, Robert Smith, Richard Smith, James Roberts West, William Billiter, Messieurs Harris and Billiter, John Butler, and Robert Williams, John Ramsbottom, John Capel, and William Reece, Esquires, and George Scholey, Esquire and Alderman, Trustees of the Society or Partnership called the Hope Assurance Company, and the Churchwardens for the Time being of the Parish of Saint Paul Deptford in the Counties of Kent and Surrey,* are respectively Owners or Lessees of different Properties, consisting of divers Messuages, Buildings, Manufactories, Tanneries, Garden Ground, Nursery Ground, Glebe Land, and other Hereditaments through which the said Railway is intended to pass, or which may be required for the Purposes of this Act, and it may be extremely injurious to such Owners or Lessees, or their respective Heirs, Successors, Executors, or Administrators, if the said Company were not compelled to purchase the whole of any such Properties respectively belonging to such Owners or Lessees through which the said Railway is intended to pass, or which may be required for the Purposes of this Act, if required by the respective Owners or Lessees thereof so to do; be it therefore enacted, That if the said Mayor and Commonalty and Citizens of the City of London, *Barnard Spindler, John Harcourt, Thomas Branch, John Cox, John Clutterbuck, John Young, Messieurs Vickers and Slee, William Nottidge, Jesse Curling, Francis Deacon, Messieurs Wilson and Cooper, Beriah Drew, Robert Richardson, Garwood Tokely, Messieurs Samuel, Henry, James, and George Bevington, Alfred Bevington, Thomas Keeton, John Boorn, Samuel Smith, Robert Smith, Richard Smith, James Roberts West, William Billiter, Messieurs Harris and Billiter, John Butler, and Robert Williams, John Ramsbottom, John Capel, William Reece, and George Scholey,* and the Churchwardens for the Time being of the Parish of *Saint Paul Deptford* aforesaid, or any of them, their or any of their respective Heirs, Successors, Executors, Administrators, or Assigns, shall be respectively applied to by or on behalf of the said Company to treat for, sell, dispose of, or convey, for the Purposes of this Act, any Part of any Property now respectively belonging to them, any or either of them, the said Mayor and Commonalty and Citizens of the City of London, *Barnard Spindler, John Harcourt, Thomas Branch, John Cox, John Clutterbuck, John Young, Messieurs Vickers and Slee, William Nottidge, Jesse Curling, Francis Deacon, Messieurs Wilson and Cooper, Beriah Drew, Robert Richardson, Garwood Tokely, Messieurs Samuel, Henry, James, and George Bevington, Alfred Bevington, Thomas Keeton, John Boorn, Samuel Smith, Robert Smith, Richard Smith, James Roberts West, William Billiter, Messieurs Harris and Billiter, John Butler, and Robert Williams, John Ramsbottom, John Capel, William Reece, and George Scholey,* and the Churchwardens for the Time being of the Parish of *Saint Paul Deptford* aforesaid, as such Owners or Lessees, and the said several Owners or Lessees herein-before named, or their respective Heirs, Successors, Executors, Adminis-

Company to purchase the whole of certain Property, if required so to do by the Owners or Lessees thereof.

Administrators, or Assigns, shall, by Notice in Writing to be delivered to the Treasurer, Clerk, or any One of the Directors of the said Company, signify his or their Inclination or Desire to treat for, sell, dispose of, and convey the whole of such Property belonging to any of the Owners or Lessees aforesaid, and it shall happen that the said Company shall not think proper or be willing to purchase the whole of such Property, then and in every such Case nothing in this Act contained shall extend or be construed to extend to compel the said Mayor and Commonalty and Citizens of the City of *London*, *Barnard Spindler*, *John Harcourt*, *Thomas Branch*, *John Cox*, *John Clutterbuck*, *John Young*, Messieurs *Vickers* and *Slee*, *William Nottidge*, *Jesse Curling*, *Francis Deacon*, Messieurs *Wilson* and *Cooper*, *Beriah Drew*, *Robert Richardson*, *Garwood Tokely*, Messieurs *Samuel*, *Henry*, *James*, and *George Bevington*, *Alfred Bevington*, *Thomas Keeton*, *John Boorn*, *Samuel Smith*, *Robert Smith*, *Richard Smith*, *James Roberts West*, *William Billiter*, Messieurs *Harris* and *Billiter*, *John Butler*, and *Robert Williams*, *John Ramsbottom*, *John Capel*, *William Reece*, and *George Scholey*, and the Churchwardens for the Time being of the Parish of *Saint Paul Deptford* aforesaid, any or either of them, or their respective Heirs, Successors, Executors, Administrators, or Assigns, to treat for, sell, dispose of, or convey, or to authorize the said Company to take or use, Part only or less than the Whole of such Property so respectively belonging to them the said several Owners or Lessees, any thing herein-before contained to the contrary notwithstanding.

The Company, if required, to purchase Premises situate within Fifty Feet of the Line of Railway.

XLVII. And whereas the said Railway is intended to pass through, over, or along divers Streets, Lanes, and other public Thoroughfares in the Parishes of *Saint Mary Magdalen Bermondsey* and *Saint Paul Deptford*, and also close to or adjoining divers Dwelling Houses, Manufactories, Grounds, and Buildings in the same Parishes, and it may happen by reason thereof that the said Houses, Manufactories, Ground, and Buildings may become greatly deteriorated in Value; be it therefore further enacted, That in case the Owner, Lessée, or Occupier, or other Person interested in any House, Manufactory, Ground, or Building within the said Parishes of *Saint Mary Magdalen Bermondsey* and *Saint Paul Deptford*, or either of them, which shall be situate within Fifty Feet of such Railway, shall by Notice in Writing, to be left at the Office of the said Company, require the said Company to purchase his Right and Interest in such Houses, Manufactories, Ground, or Building, it shall be lawful for the said Company and they are hereby required, within Thirty Days after the Service of such Notice, to treat for the Purchase of his Interest in the Houses, Manufactories, Ground, and Buildings mentioned in such Notice, and for the Compensation, Recompence, or Satisfaction to be made to him for any Loss, Damage, or Injury in respect of any Improvements, Tenants Fixtures, Machinery, or otherwise; and in case the Party so giving such Notice and the said Company shall not agree as to the Amount or Value of the Satisfaction, Recompence, or Compensation to be paid for the Value of such Houses, Manufactories, Ground, and Buildings, Improvements, Tenants Fixtures, Machinery, or otherwise, then the Amount or Value of such Satisfaction, Recompence, or Compensation shall be ascertained and settled by the Verdict of a Jury in the Manner herein-

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before

before directed for ascertaining and settling the Value or Recompence for other Lands, Tenements, Hereditaments, and Premises to be taken or purchased for the Purposes of this Act.

XLVIII. And whereas the said Mayor and Commonalty and Citizens of the City of London, *James Roberts West, Beriah Drew, Garwood Tokely, Robert Smith, Richard Smith, George Allen*, and the Devises of *Robert Rich*, Esquires, and the said *Robert Williams, John Ramsbottom, John Capel, William Reece, and George Scholey* as aforesaid, their Heirs, Successors, Executors, Administrators, or Assigns, claim to be the Owners or Lessees of certain Lands fit for Building Purposes, and also certain Houses, Buildings, Rope Walk, Land, and Hereditaments mentioned in the Schedule to this Act to be now unoccupied, and it would tend to their Loss and Injury if the said Owners or Lessees should be prevented from improving the same; be it therefore further enacted, That nothing in this Act contained shall be deemed or construed to hinder or prevent the said Mayor and Commonalty and Citizens of the City of London, *James Roberts West, Beriah Drew, Garwood Tokely, Robert Smith, Richard Smith, George Allen*, the Devises of the said *Robert Rich*, and *Robert Williams, John Ramsbottom, John Capel, William Reece, and George Scholey*, or their respective Heirs, Successors, Executors, Administrators, or Assigns, from letting any such Land for Building Purposes, or from letting or improving such Houses, Buildings, Land, or Hereditaments, or any of them or any Part thereof, in such Manner as the said Mayor and Commonalty and Citizens of the City of London, *James Roberts West, Beriah Drew, Garwood Tokely, Robert Smith, Richard Smith, George Allen*, the Devises of the said *Robert Rich*, and *Robert Williams, John Ramsbottom, John Capel, William Reece, and George Scholey*, and their respective Heirs, Successors, Executors, Administrators, or Assigns, as such Owners or Lessees, shall respectively think fit: Provided nevertheless, that the said Mayor and Commonalty and Citizens of the City of London, *James Roberts West, Beriah Drew, Garwood Tokely, Robert Smith, Richard Smith, George Allen*, the Devises of the said *Robert Rich*, and *Robert Williams, John Ramsbottom, John Capel, William Reece, and George Scholey*, and their respective Heirs, Successors, Executors, Administrators, or Assigns, shall, previously to letting or improving any such House, Buildings, Land, or Hereditaments respectively, give Three Calendar Months Notice in Writing to the said Company of their Intention to let or improve the same, in order that the said Company may, if they think fit, forthwith purchase the Interest of such respective Owners or Lessees therein.

Owners of unoccupied Property may let and improve the same.

XLIX. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, Tenements, or Hereditaments, or to enfranchise any Lands, Tenements, or Hereditaments of Copyhold or Customary Tenure, and the respective Owners and Occupiers of any Lands, Tenements, or Hereditaments through, under, in, or upon which the said Railway and other Works hereby authorized are intended to be made, or any Share, Estate, or Interest therein, may accept and receive Satisfaction or Recompence for the Value of such Lands, Tenements, and Hereditaments,

Satisfaction to be made for Lands taken for the Railway.

ditaments, or the Interest therein by them or him conveyed, and also Compensation for and on account of any Damage sustained by them or him by reason of the severing or dividing of such Lands, Tenements, or Hereditaments, or by reason or on account of any of the Works by this Act authorized, or of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, Recompence, or Compensation, the same respectively, or either of them, concerning which they shall not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

In case the Parties refuse or are incapable to treat, or cannot be found, the Value of Land, &c. and of Damages, to be settled by a Jury.

L. And for settling all Differences which may arise between the said Company and the several Owners, Lessees, and Occupiers of or Persons interested in any Lands, Tenements, or Hereditaments which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation or other Party so interested or entitled and capacitated to sell, contract, or agree as aforesaid shall not agree with the said Company as to the Amount of such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid; or if any such Party shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Thirty Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any such Party as aforesaid shall, for the Space of Thirty Days next after Notice in Writing shall have been given to him, or, in case of any Corporation, to the Clerk, Agent, or principal Officer of any such Corporation, either personally, or by being left at his last or usual Place of Abode respectively, or with the Tenant or Occupier of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance of their respective Estates and Interests therein, or the respective Estates and Interests which they respectively are hereby capacitated to convey or dispose of, or for the Satisfaction, Recompence, or Compensation to be paid to them for any Damage, Loss, or Injury whatsoever as aforesaid, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act be incapable of making such Agreement as shall be necessary or expedient for enabling the said Company to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which he may be in possession and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of any of the Powers of this Act cannot be made, then and in every such Case the said Company shall and may and they

are hereby required from Time to Time to issue a Warrant under their Common Seal to the High Bailiff of the Borough of *Southwark*, if such Lands, Tenements, or Hereditaments shall be situate in the said Borough, or to the Sheriff of the County in which the Lands, Tenements, and Hereditaments in question shall be situate, or the Matter in dispute shall arise, in case the same shall not be situate in the said Borough; or in case such High Bailiff, Sheriff, or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under the said Company, or shall be in any way interested in the Matter in question, then to any of the Coroners of such Borough or County not interested as aforesaid; or if all the Coroners shall be so interested, then to some Person then living in the said Borough or County who shall have filled the Office of High Bailiff, Sheriff, or Coroner in the said Borough or County, and be free from personal Disability, and not interested as aforesaid, (a Person having most recently served either Office being always preferred,) commanding such High Bailiff, Sheriff, or Coroner, or other Person, to impanel, summon, and return, and the said High Bailiff, Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said High Bailiff or before the Justices of the Peace for the said Borough of *Southwark* at some Special or Quarter Sessions of the Peace to be holden in or for the said Borough, or some Adjournment thereof, or before the said Sheriff, Under Sheriff, Coroner, or other Person, as the Case may require, at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said High Bailiff or Justices, Sheriff, Under Sheriff, Coroner, or other Person, or by some other Person to be by him respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such High Bailiff or Justices, Sheriff, Under Sheriff, Coroner, or other Person, shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said High Bailiff or Justices, Sheriff, Under Sheriff, Coroner, or other Person, is hereby empowered and required to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may, on the Application of either Party, order and authorize the said Jury, or any Six or more of them, either before or after they shall be sworn, to view the Place or Matter in controversy; and the said High Bailiff or Justices, Sheriff, Under Sheriff, Coroner, or other Person, shall have Power to adjourn such Meeting from Day to Day as
Occasion

Occasion shall require, and to command such Jury, Witnesses, and Parties to attend until such Affairs for which they were summoned shall be concluded; and such Jury shall, upon their Oaths, or, being of the Society called *Quakers*, upon their solemn Affirmations, (which Oaths and solemn Affirmations, as well as the Oaths and solemn Affirmations of all Persons who shall be called upon to give Evidence, the said High Bailiff or Justices, Sheriff, Under Sheriff, Coroner, or other Person, is hereby empowered and required to administer,) inquire of, assess, and ascertain, and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, Tenements, and Hereditaments, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid for or by reason of the severing or dividing the same from other Lands, Tenements, or Hereditaments whereof, wherein, or whereto any such Parties or Persons as aforesaid shall be seised, possessed of, or interested, or for the future temporary or perpetual or for any recurring Damages which shall have been so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, and for Damage, Loss, or Injury as aforesaid; and the said High Bailiff or Justices, Sheriff, Under Sheriff, Coroner, or other Person, shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Parties and Persons whomsoever: Provided always, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise by leaving such Notice at the Dwelling House of the Person, or the Clerk or Agent or principal Officer of any such Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise.

Value of
Lands, &c.
and of Da-
mages, to be
ascertained
separately.

LI. Provided also, and be it further enacted, That in ascertaining the Money to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, and the Satisfaction, Recompence, and Compensation to be made for any Damages which shall or may be sustained by any Parties or Persons respectively interested in such Lands, Tenements, or Hereditaments, such Satisfaction, Recompence, and Compensation for Damages shall be settled and ascertained separately and distinctly from the Value of the Lands, Tenements, and Hereditaments so to be taken or used as aforesaid.

Compensa-
tion Money
to be appor-
tioned.

LII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money, or Satisfaction, Recompence, and Compensation for Damages which shall be assessed as aforesaid, shall be allowed to any Tenant or other
Person

Person having a particular Estate, Term, or Interest in the Premises, for his Interest therein.

LIII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County in which the Matter in dispute shall have arisen amongst the Records of the Quarter Sessions for such County, and shall be deemed Records to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take and make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words. Verdicts to be recorded.

LIV. And be it further enacted, That if the said High Bailiff or Justices, or any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such High Bailiff or Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party for whom or on whose Account such Jury shall be required to be summoned, to be recovered by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being of the Society of Persons called *Quakers* to make his solemn Affirmation, or to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn or affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said High Bailiff, Sheriff, Under Sheriff, Coroner, or other Person,) shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which said last-mentioned Penalties or Forfeitures shall and may be levied and recovered in the same Way and Manner as other Penalties are herein-after directed to be levied and recovered. Penalty on Sheriff, &c., Jurors or Witnesses, making default.

LV. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who, in any Examination to be taken by virtue of this Act upon their Oaths, or being of the Society of Persons called *Quakers*, upon their solemn Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, High Bailiff, or Justices, Sheriff, Under Sheriff, Coroner, or other Person, or Jurors to be under the same Regulations as those in the Courts at Westminster.

[Local.]

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before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be liable to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of
Jury, how to
be paid.

LVI. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands, Tenements, or Hereditaments to be used or taken by them for the Purposes of this Act, or as Satisfaction, Recompence, or Compensation for any Damage, Loss, or Injury which may happen or arise in or be occasioned by the Execution of any of the Powers of this Act, or in case a Verdict shall be given for any Sum of Money as a Satisfaction, Recompence, or Compensation for any Damage, Loss, or Injury where no Sum of Money shall have been previously offered by the said Company, then and in every such Case all the reasonable Costs, Charges, and Expences of causing and procuring such Recompence, Value, or Compensation respectively to be assessed and awarded as aforesaid, and of so assessing and awarding the same, shall be borne and paid by the said Company, and such Costs and Expences shall be settled and determined by the said High Bailiff or Justices, Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Twenty-one Days after the same shall have been demanded, the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, or of the Treasurer of the said Company, (unless such Treasurer shall pay such Costs and Expences out of any Monies received by him by virtue of this Act, and which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for either of the said Counties of *Surrey* or *Kent* (as the Case may be) acting within their respective Jurisdictions, and not interested in the Matter in question; which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by or on behalf of the said Company, or in case the said Company shall have required a Statement of the Manner in which any Amount of Money which shall have been demanded as a Satisfaction, Recompence, or Compensation has been computed and made up, and the Jury shall be of opinion that no sufficient Statement was delivered by the Claimant to enable the said Company to make a proper Offer, one Moiety of the said Costs and Expences, to be settled and determined as aforesaid, shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money awarded to be paid to such Party as aforesaid as so much Money advanced to and for his Use; and the

Payment or Tender of the Remainder of such Money shall be deemed and taken, to all Intents and Purposes, to be a good Payment or Tender and Satisfaction of the whole thereof: Provided always, that in Cases where by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs and Expences (to be settled and determined in manner herein-before directed) shall be borne and paid by the said Company.

LVII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive or take notice of any Complaint to be made by or on behalf of any Party for any Loss or Injury by him sustained, or supposed to be sustained, in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, signed by the Chief Clerk or Treasurer or other proper Officer of the Corporation, or by or on behalf of the Person making such Complaint, stating the Particulars of such Loss or Injury, and the Amount of the Satisfaction, Recompence, or Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company within Six Calendar Months next after the Time of such supposed Loss or Injury having been sustained, or the doing or committing thereof shall have ceased.

Notice of Injury to be given to the Company before Complaint.

LVIII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, as the Purchase Money for any Lands, Tenements, or Hereditaments, or for any Estate or Interest in any Lands, Tenements, or Hereditaments, or as a Satisfaction, Recompence, or Compensation for any Damages, as herein-before mentioned, to the respective Proprietors of such Lands, Tenements, or Hereditaments, and other Persons respectively interested therein, and entitled to receive such Money or Satisfaction, Recompence, or Compensation respectively, or if the Parties so respectively entitled or interested as aforesaid cannot be found, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to or shall refuse to execute the necessary Conveyances of the Premises, or in case such Money shall be liable to be invested in the Purchase of other Lands, Tenements, or Hereditaments, then and in any of such Cases, upon Payment of such Money into the Bank of *England*, as is herein-after directed, within Three Calendar Months after the same shall have been so agreed upon or awarded, or after such Tender, Refusal, Neglect, or Disability shall be made or discovered, for the Use of the Party entitled thereto, it shall be lawful for the said Company forthwith to enter upon and take possession of such Lands, Tenements, and Hereditaments, and to make and construct the Works by this Act authorized, and in respect of which such Satisfaction, Recompence, or Compensation shall have been agreed upon or awarded; and the Lands, Tenements, and Hereditaments whereupon such Entry shall have been made, and whereof such Possession shall have been taken, and the Fee Simple and Inheritance thereof, together with the

Power to enter Lands on Payment or Tender of Purchase Money.

yearly

yearly Profits thereof, and all the Estate, Use, Trust, and Interest of every Person whomsoever therein, shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act; and such Payment, Tender, or Investment shall not only bar all the Right, Title, Interest, Claim, and Demand of all such Persons, and operate to merge outstanding or other Terms of Years, but also shall bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder, or otherwise, of his Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment as aforesaid shall have been made, it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore, dig, or cut into or enter upon such Lands, Tenements, or Hereditaments, for any of the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Tenants at Will or for Years to quit Lands, &c. after Notice.

LIX. And be it further enacted, That all Tenants at Will, Lessees for a Year or from Year to Year, and other Persons in possession of any Lands, Tenements, or Hereditaments through, in, under, or upon which the said Railway and other Works hereby authorized to be made are intended to pass or be made, and who shall have no greater Interest in the Premises than as Tenants at Will, or Lessees for a Year or from Year to Year, shall respectively deliver up the Possession of such Premises to the said Company, or to such Persons as they shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees, or Persons in possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as they shall be respectively required; and in case any such Tenant or Lessee or Person so in possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Warrant as aforesaid to the High Bailiff of the Borough of *Southwark*, or the Sheriff of the said County of *Surrey* or *Kent*, (as the Case may be,) to deliver Possession of the said Premises to such Persons as shall in such Warrant be nominated to receive the same; and the said High Bailiff or Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue from the issuing and Execution of such Warrant, on the Person so refusing to give Possession, by Distress and Sale of his Goods.

If Tenants at Will receive Notice to deliver Possession of Part of their Premises, they may require the Company

LX. And be it further enacted, That if any Tenant at Will, Lessee for a Year or from Year to Year, or other Person in possession of any Lands, Tenements, or Hereditaments which may be required for the Purposes of this Act, whose Interest shall not be greater therein than as Tenant at Will, or Lessee for a Year or from Year to Year, shall receive Notice from the said Company of their Intention to take possession of any House or Building, Manufactory, Garden

Garden or other Ground, Land or other Premises, then in the Occupation of such Tenant at Will, Lessee, or other Person aforesaid, and being Part only of the House, Building, Manufactory, Garden or other Ground, Land or other Premises in the Occupation of such Tenant, Lessee, or other Person as aforesaid, and such Tenant, Lessee, or other Person as aforesaid shall thereupon, or within Fourteen Days next after the Receipt of such Notice, signify his Inclination or Desire to dispose of and give up Possession to the said Company of the whole of the House, Building, Manufactory, Garden or other Ground, Land or other Premises in his Occupation, then and in every such Case the said Company shall be deemed to have required such Tenant, Lessee, or other Person to deliver up the Possession of the whole of the House, Building, Manufactory, Garden or other Ground, Land or other Premises in the Occupation of such Tenant, Lessee, or other Person as aforesaid, and such Tenant, Lessee, or other Person as aforesaid shall be entitled to receive and be paid Compensation or Satisfaction for the Loss, Damage, or Injury which he shall sustain or be put unto by reason of the delivering up the Possession of the whole of the House, Building, Manufactory, Garden or other Ground, Land, and Premises in his Occupation.

to take the Whole.

LXI. And be it further enacted, That any Person, being Tenant for Years, from Year to Year, or at Will, or Occupier of all or any Part of the Messuages, Shops, Cellars, Buildings, Land, Garden Ground, and other Hereditaments mentioned in the Schedule to this Act, or which the said Company may require for the Purposes of this Act, who shall or may sustain or be put unto any Loss, Damage, or Injury in respect of any Interest whatsoever for Improvements, Tenants Fixtures, Machinery, or in any other Manner howsoever, by or by reason of the passing of this Act, shall and may have, accept, and receive all and every such Benefit and Advantage, by way of Satisfaction, Recompence, or Compensation from the said Company for every or any such Loss, Damage, or Injury as aforesaid, as shall be agreed upon between them respectively and the said Company; and in case such Tenant for Years, from Year to Year, or at Will, Occupier or Party interested in such Tenements and Hereditaments, Improvements, Fixtures, Machinery, or otherwise, and the said Company, shall not agree as to the Amount or Value of such Satisfaction, Recompence, or Compensation, then the same respectively shall be ascertained and settled by the Verdict of a Jury in manner herein-before directed for ascertaining and settling the Value or Recompence for other Lands, Tenements, Hereditaments, and Premises to be taken or purchased for the Purposes of this Act.

Compensation to Tenants and others.

LXII. Provided always, and be it further enacted, That where any such Tenant or Lessee, or Person so in possession as aforesaid, shall be required to deliver Possession of any Premises occupied by him before the Expiration of his Term or Interest therein, the said Company shall and they are hereby required to make or tender unto such Tenant or Lessee or other Person, before they shall issue their Warrant to the said High Bailiff or Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee or other Person,

Interests of such Tenants may be settled by a Jury.

Local.]

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Satisfaction,

Satisfaction, Recompence, or Compensation for the Value of his unexpired Term, Goodwill, and Interest in the said Premises; which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined by the Verdict of a Jury, in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands, Tenements, or Hereditaments taken or used by the said Company is by this Act directed to be made or determined.

Persons holding under Leases to produce the same.

LXIII. Provided also, and be it further enacted, That in all Cases where any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands, Tenements, or Hereditaments through, in, under, or upon which the said Railway and other Works hereby authorized are intended to pass or be made, under or by virtue of any Demise, Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease, Demise, or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease, Demise, or Grant shall not be so produced or shown, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered as holding only from Year to Year.

Damage to Land, &c. not before provided for, how to be settled.

LXIV. And be it further enacted, That if at any Time hereafter any Person shall sustain any Damage in his Lands, Tenements, Hereditaments, or Property by reason of the Execution of any of the Powers hereby given, and for which no Remedy is herein-before provided, then and in every such Case the Recompence or Satisfaction for such Damages shall from Time to Time be settled and ascertained in such Manner as is herein-before directed in respect to any other Recompence or Satisfaction herein-before mentioned.

For making Compensation to Deptford Creek Bridge Company.

LXV. And whereas, under and by virtue of an Act of Parliament passed in the Forty-third Year of the Reign of King George the Third, intituled *An Act for building a Bridge over the River Ravensborne at or near its Mouth or Outlet into the River Thames in the County of Kent, and for making and maintaining proper Approaches thereto*, certain Persons therein named, and their Successors, were incorporated by the Name of the *Deptford Creek Bridge Company*, and were empowered to erect a Bridge over the said River, and the said Company were required to purchase the then existing Ferry across the said River, and the Tolls and Produce thereof, and every other Ferry or reputed Ferry over the said River *Ravensborne*; and it was further enacted, that when and so soon as the Bridge authorized to be built by the said recited Act should be passable for Foot Passengers, every such Ferry, and all the Rates, Tolls, Duties, and Profits arising from or payable for the same, and all the Privileges thereunto belonging, should be and was thereby declared to be for ever thereafter vested in the said Company; and by the same Act it is provided, that if any Person, for Hire or Recompence, or with Intent to evade the Payment of the said Tolls, should convey any Person, Carriage, Horse, Beast, or other Cattle, or any Goods, Article,

or Thing, across the said River *Ravensborne*, otherwise than over the said Bridge, every such Person for every such Offence should forfeit and pay the Sum of Five Pounds: And whereas the said proposed Railway is intended to cross the said River *Ravensborne*, and the Tolls of the said *Deptford Creek Bridge Company* may by reason thereof be greatly reduced, and the said *Deptford Creek Bridge Company* thereby sustain considerable Loss and Injury, and it is expedient that the said *Deptford Creek Bridge Company* should be indemnified against or compensated for any such Loss; be it therefore further enacted, That the said Railway Company shall, from and after the said Railway shall be opened for the Use of the Public, pay to the said *Deptford Creek Bridge Company*, yearly and every Year for ever thereafter, so much Money as shall be the Difference between the Sum at which the *Deptford Creek Bridge Company* shall annually let the Tolls now taken by them, under and by virtue of the said recited Act of the Forty-third Year of His said Majesty King *George the Third*, and the Sum of Two thousand Pounds, being about the average Amount of the Tolls received by the said *Deptford Creek Bridge Company* for the last Twenty-one Years, such Difference to be paid by Four equal Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, the first Payment thereof to be made on such of the said Days as shall first and next happen after the said Railway shall be opened for the Use of the Public: Provided always, that if for the Space of Five Years after the said Railway shall be opened for the Use of the Public there shall be no Difference or Deficiency as aforesaid in the Amount of Tolls received by the said *Deptford Creek Bridge Company*, or no Application shall be made within the Time aforesaid by or on the Behalf of the said *Deptford Creek Bridge Company* for the Payment of the same, then and in such Case the Power and Authority hereby given to the said *Deptford Creek Bridge Company* to demand and recover the same from the said Railway Company shall cease and be void to all Intents and Purposes whatsoever.

LXVI. Provided always, and be it further enacted, That if the said Railway Company shall desire that the said Tolls payable to the said *Deptford Creek Bridge Company* should from Time to Time be let by public Tender or Bidding, then it shall be lawful for the said Railway Company from Time to Time, by Notice in Writing to be left with the Clerk to the said *Deptford Creek Bridge Company* One Calendar Month before the Expiration of any Contract for letting the said Tolls, of which the said *Deptford Creek Bridge Company* shall give Two Calendar Months Notice to the said Railway Company, to require the said *Deptford Creek Bridge Company* to put up such Tolls for the next Year to public Tender or Bidding, and then and in such Case it shall not be lawful to or for the said *Deptford Creek Bridge Company* to let the said Tolls so payable to them for the then next ensuing Year otherwise than by public Tender or Bidding, without the Consent in Writing of the said Railway Company, to be signified by the Signature of their Clerk first obtained for that Purpose.

Deptford Creek Bridge Company to let Tolls by public Tender if required.

LXVII. And

Recovery of
Compensa-
tion.

LXVII. And be it further enacted, That the said Compensation, Recompence, or Allowance to be made and paid to the said *Deptford Creek Bridge* Company, as herein-before mentioned, shall be paid and payable by the Treasurer of the said Railway Company; and in case of Default of such Payments for the Space of Twenty-one Days by the said Treasurer next after Demand in Writing made or given to him by the Clerk to the said *Deptford Creek Bridge* Company, the said *Deptford Creek Bridge* Company shall or may bring or cause to be brought any Action of Debt, or special Action on the Case, or other Action, in any of His Majesty's Courts of Record at *Westminster*, against such Treasurer, for Recovery of any such Compensation, Recompence, or Allowance so in arrear, in the Name of such Clerk, and shall recover the same, together with full Costs of Suit; and no Essoign, Protection, or more than One Imparlance shall be allowed therein.

Mortgagees
to convey to
Company
after Tender.

LXVIII. And be it further enacted, That all Persons having any Mortgage on any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (not being in possession thereof by virtue of such Mortgage,) shall, on Tender of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company, immediately assign and transfer such mortgaged Lands, Tenements, or Hereditaments to the said Company, or to such Person as they shall appoint; or in case such Mortgagee shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End or Expiration of Six Calendar Months (to be computed from the Day of giving such Notice); then at the End of such Six Calendar Months, on Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagee shall assign and transfer his Interest in the mortgaged Premises to the said Company, or as they shall direct; and in case such Mortgagee shall refuse to assign and transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case the Sum due on any such Mortgage shall amount to more than the real Value of the Premises to be taken or used for the Purposes of this Act, or otherwise, of the Estate or Interest therein mortgaged, and which shall be ascertained in manner herein-before directed, then the said Company shall not be liable to pay to such Mortgagee more than the real Value of such Premises or Estate or Interest so mortgaged, or than the Residue thereof after such Allowance and Payment thereout to any Lessee, Tenant, or Person so in possession as aforesaid, as herein-before directed, occupying or holding the Estate or Interest so in mortgage: Provided also, that in case any such Mortgagee shall neglect or refuse to assign or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, and the Costs, if any, due on any such Mortgage as aforesaid, into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, Six Calendar Months Interest in advance for the Use of such Mortgagee,
the

the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever: Provided also, that if such Mortgage shall comprise any other Lands, Tenements, or Hereditaments than those which shall be so taken or used by the said Company, such Mortgagee shall, upon Payment of the Sum so ascertained to be the Value of the said Lands, Tenements, or Hereditaments as aforesaid, forthwith assign and transfer his Interest in such Lands, Tenements, or Hereditaments to the said Company; and in default of such Assignment or Transfer, and on Payment of such Money into the Bank of *England* for the Use of such Mortgagee, the Cashier of the said Bank shall give such Receipt as before mentioned; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him in the said Lands, Tenements, or Hereditaments, the Value whereof, or of the Estate or Interest therein mortgaged, shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession thereof, to all Intents and Purposes whatsoever; and such Sums of Money shall be deducted from the Amount of the Money due to such Mortgagee by virtue of such Mortgage.

LXIX. And be it further enacted, That in all Cases where a Part only of any Lands, Tenements, or Hereditaments subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Parts of such Lands, Tenements, or Hereditaments to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Part of the said Lands, Tenements, or Hereditaments as shall be so required for the Purposes aforesaid, or (as the Case may be) of the Estate or Interest therein mortgaged, and also the Satisfaction, Recompence, or Compensation, if any, for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands, Tenements, or Hereditaments on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Satisfaction, Recompence or Compensation, shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Satisfaction, Recompence or Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim so far as the same will extend, or in case of his neglecting or refusing to assign or transfer, as herein-before directed, then into the Bank of *England*, as by this Act is provided; and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee so

Directing in what Manner Disputes between the said Company and certain Mortgagees of Land shall be settled.

far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest, and other Money due or secured thereon: Provided nevertheless, that notwithstanding any thing hereinbefore contained, all such Mortgagees shall have the same Powers and Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands, Tenements, or Hereditaments not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands, Tenements, or Hereditaments originally comprised in such Mortgage.

Application
of Compensation
Money
amounting to
200*l*.

1 G. 4. c. 35.

LXX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be purchased, taken, or used by virtue of the Powers of this Act, which any Body Politic, Corporate, or Collegiate, Ecclesiastical or Civil, Corporation Aggregate or Sole, Tenant for Life or in Tail, Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands, Tenements, or Hereditaments are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the *London and Greenwich Railway Company*, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court, made upon Petition to be presented to the said Court in a summary Way by the Person who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall (upon the like Application) be laid out in a summary Way, by Order of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, or Hereditaments

Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Order can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends or Interest and annual Produce thereof shall from Time to Time be paid, by the Order of the said Court, to the Person who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, or Hereditaments so to be purchased and settled, or shall be otherwise dealt with as the said Court shall direct.

LXXI. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid for any Lands, Tenements, or Hereditaments to be purchased, taken, or used for the Purposes of this Act, and belonging to any Corporation, or to any Person under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then the same shall (at the Option of the respective Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under their Common Seal,) be paid into the said Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid (at the like Option and with the like Approbation) to Two Trustees, to be nominated by the respective Persons exercising such Option, such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands or Common Seals of the nominating and approving Parties; and the Money so paid to such Trustees, and the Dividends so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

When less than 200*l.*, and not less than 20*l.*

LXXII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Twenty Pounds, then the same shall be paid to the respective Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used for the Purposes of this Act, for their own Use and Benefit, or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be

When less than 20*l.*

be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Persons respectively entitled thereto.

In case of
not making
Titles, &c.
Money to be
paid into the
Bank.

LXXIII. And be it further enacted, That in case any Person to whom any Money shall be awarded for the Purchase of any Lands, Tenements, or Hereditaments to be purchased, taken, or used under or by virtue of the Powers of this Act shall refuse to accept the same, or shall refuse, neglect, or be unable to make a good Title to the Premises, for the Purposes of this Act, or shall be absent from *England*, or cannot be found, or if any Person entitled unto or to convey such Lands, Tenements, or Hereditaments be not known or discovered, or be not shown so to be to the Satisfaction of the said Company, or be absent from *England*, then and in every such Case it shall be lawful for the said Company to order the Money so awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account, to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments (describing them so far as the said Company can do so), subject to the Controul and Disposition of the said Court; which said Court, on the Application of any Person making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of proceeding (as to such Court shall seem meet), to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim thereto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England*, who shall receive such Money, is hereby required to give a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received, to the said Company, or to any Person paying any Money into the Bank of *England* under or pursuant to this Act.

Persons in
Possession
presumptive-
ly entitled.

LXXIV. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, Title, or Interest in any Lands, Tenements, or Hereditaments to be purchased, taken, or used, in pursuance of this Act, for the Purposes aforesaid, or to any Annuities or Securities to be purchased with any such Money as aforesaid, or to the Dividends or Interest of any such Annuities or Securities, the Person who shall have been in possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person, or under or consistently with the Possession of such Person, shall be deemed to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of

such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession was a wrongful Possession, and that some other Person was lawfully entitled to such or to some Part of such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

LXXV. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements, or Hereditaments to be purchased, taken, or used under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Bank of *England*, or to be applied in the Purchase of other Lands, Tenements, or Hereditaments to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the Expences of all such Purchases, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

The Court may order reasonable Expences of Purchases to be paid by the Company.

LXXVI. And whereas certain Ground and Hereditaments situate on the South Side of *Duke Street*, and between *Joiners Street* and *Glean Alley*, in the Town and Borough of *Southwark*, which have been purchased by the Mayor and Commonalty and Citizens of the City of *London* under the Authority of an Act passed in the Tenth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for improving the Approaches to London Bridge*, are included in the Schedule to this Act annexed; And whereas it is provided by the said Act of the Tenth Year of the Reign of His said late Majesty that any Land or other Hereditaments purchased by the said Mayor and Commonalty and Citizens, which shall not be wanted for the Purposes of the said Act, shall be sold, and the Produce thereof applied for the Purposes of the said Act; be it therefore enacted, That in case the said Mayor and Commonalty and Citizens shall be called upon to sell any Land purchased by them under the Authority of the said Act of the Tenth Year of the Reign of His said late Majesty to the said Company, the Purchase Money shall be paid by the said Company to the Chamberlain of the City of *London*, to be applied for the Purposes of the said Act of the Tenth Year of the Reign of His late Majesty, instead of being paid into the Bank of *England* in the Name of the Accountant General of His Majesty's Court of Exchequer.

Purchase Money for Lands belonging to the Corporation of London to be paid to the Chamberlain of London.

10G. 4.c.136.

LXXVII. And be it further 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 Street, Lane, or Place under the Controul or Direction of the Commissioners for putting into execution Three several Acts, one passed in the Sixth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for paving the*

Notice to be given of breaking up Pavements.

6 G. 3. c. 24.

- Streets and Lanes within the Town and Borough of Southwark, and certain Parts adjacent, in the County of Surrey, and for cleansing, lighting, and watching the same, and also the Courts, Yards, Alleys, and Passages adjoining thereto, and for preventing Annoyances therein ;*
- 11 G. 3. c. 17. *another, passed in the Eleventh Year of the Reign of His said Majesty, intituled An Act to explain and amend so much of an Act of the Sixth Year of His present Majesty, for paving the Town and Borough of Southwark in the County of Surrey, as relates to the Commissioners of Sewers, and for regulating the Manner of taxing Churches and other public Buildings within the Limits of the said Act ; and another, passed in the Twenty-eighth Year of the Reign of His said Majesty, intituled*
- 28 G. 3. c. 68. *An Act for enabling the Commissioners for putting into execution an Act made in the Sixth Year of the Reign of His present Majesty, for paving the Streets and Lanes within the Town and Borough of Southwark, and certain Parts adjacent, in the County of Surrey, and for cleansing, lighting, and watching the same, and also the Courts, Yards, Alleys, and Passages adjoining thereto, and for preventing Annoyances therein, to open, widen, and better regulate the several Streets, Lanes, and Passages within the East Division in the said Act described, or under the Direction or Controul of the Commissioners for putting into execution an Act passed in the Twenty-fifth Year of the Reign of*
- 25 G. 3. c. 23. *His said Majesty, intituled An Act for better paving, cleansing, lighting, and watching the Streets, Lanes, Yards, Courts, Alleys, and Passages within that Part of the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey called the Waterside Division, and for removing and preventing Nuisances and Annoyances therein, and for lighting and watching certain Parts of and belonging to the Turnpike Road leading from the East End of New Street in Southwark to Deptford in the County of Kent, within the said Waterside Division of the said Parish therein mentioned, 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 Street, Lane, or Place, and the particular Part of such 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 to the respective Commissioners having the Controul 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 Commissioners having the Controul of the Street, Lane, or Place wherein the same shall or may be situate, or to their Treasurer, Clerk, or Surveyor, or to such other Person as they may appoint, a Sum not exceeding Five Pounds, and also the 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, to be respectively recovered and levied in such and the like Manner as other Penalties and Forfeitures by this Act imposed are*
- directed*

directed to be recovered and levied; and all Roads, Streets, Ways, Lanes, and other public Passages or Places to be set out and made as aforesaid, within the Controul or Jurisdiction of the said respective Commissioners, shall be set out, made, and formed under the Direction and Superintendence from Time to Time of the Surveyor for the Time being to the said respective Commissioners; and from and after any such Road, Street, Way, Lane, or other public Passage or Place shall be set out and made as aforesaid, the same shall be under the Controul, Jurisdiction, and Management of the said respective Commissioners, and shall thenceforth be maintained and repaired by them accordingly.

LXXVIII. And be it further enacted, That whenever and so often as the said Company shall break or take up, or disturb or remove, the Stones, Ground, Soil, or Pavement in or of any Street, Lane, or Place under the Controul or Jurisdiction of the said respective Commissioners as aforesaid, or any Part thereof, for the Purposes of this Act, and it shall be necessary that such Stones, Ground, Soil, or Pavement, or any Part thereof, should be reinstated, or the Pavement of any such Street, Lane, or Place so broken or taken up, or disturbed or removed, or any Part thereof, should be made good, or that any of the Stones, Ground, Soil, or Pavement 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, or any Part thereof, being so broken or taken up, or disturbed or removed, by and under the Direction of the respective Commissioners having the Controul and Management of the Street, Lane, or Place wherein the same shall or may be situate, but nevertheless at the Costs, Charge, and Expence of the said Company.

Pavement taken up by the Company to be reinstated by the Commissioners of Pavements at the Expence of the Company.

LXXIX. And be it further enacted, That it shall be lawful for the said respective Commissioners and they are hereby respectively required to give Notice in Writing, signed by any Two or more of them, or by their Treasurer or Clerk for the Time being, to the said Company, by leaving the same with the 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 Commissioners respectively 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, or of such Foot and Carriage Way, within the Controul and Management of the said Commissioners respectively, 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 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 One Calendar Month next after the Delivery of such Notice, then it shall be lawful for any Two or more of the said respective Commissioners (as the Case may be), and they are hereby authorized and empowered, from Time to Time to bring any Action at Law in any of His Majesty's Courts of Record

Expences of reinstating Pavement to be recovered by Action against the Rail road Company.

Record at *Westminster*, in their Names or in the Name of their Clerk for the Time being, against the said Company, and to recover in any such Action such Sum of Money as shall have been from Time to Time fairly and *bond fide* expended for the Purposes aforesaid, together with full Costs of Suit, in which Action no Essoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed: Provided always, that it shall be lawful for the said Company, previously to any such Action being brought, to tender unto the Treasurer of the said respective Commissioners, or after such Action shall be brought to pay into the Court in which such Action shall be brought, such Sum of Money as the said Company may think just and reasonable to be a Satisfaction for the Costs and Charges to be incurred by the said respective Commissioners as aforesaid; and if it shall appear that sufficient Satisfaction was tendered previously to the bringing such Action, or that a sufficient Sum was paid into the Court in which such Action shall be brought as aforesaid, then the Jury shall find a Verdict for no more than such Sum of Money so tendered or paid into Court, and the Defendant shall thereupon be entitled to recover his Costs of Suit, and shall have such Remedy for recovering the same as any Defendant is entitled to or may have for his Costs in other Cases.

All Works connected with the *Bermondsey*, *Rotherhithe*, and *Deptford* Roads to be constructed under the Superintendence of the Surveyor to the Trustees.

LXXX. Provided always, and be it further enacted, That the Bridges and Tunnel hereby required to be constructed over and under the said *Bermondsey*, *Rotherhithe*, and *Deptford* Roads, and all Approaches, Walls, and other Works belonging to such Bridges and Tunnel respectively, and all Repairs and Renewals of the said several Bridges and Tunnel which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the Surveyor for the Time being of the Trustees of the said *Bermondsey*, *Rotherhithe*, and *Deptford* Roads, and that the Plans and Designs for the said Bridges and Tunnel, and the Works belonging thereto (which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work), and that the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor for the Time being; and previously to the Commencement of the said Bridges and Tunnel, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the said Surveyor for the Time being; and in case, in the Construction of the said Bridges and Tunnel, or any of them, the said Company shall do or cause to be done any Injury or Damage to the said Roads, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor to the said Trustees of the Roads, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company, any Alterations of the said Roads, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor for the Time being, be rendered necessary, then and in any such Cases it shall be lawful for the said Surveyor 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,

Demand, by the said Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

LXXXI. Provided also, and be it further enacted, That after the said Bridges and Tunnel over and under the said Turnpike Roads shall have been constructed pursuant to the Directions of this Act, the said Company shall and they are hereby required at all Times thereafter to keep the said Bridges and Tunnel, and all Approaches, Walls, and other Works belonging to such Bridges and Tunnel, in good and complete Repair, to the Satisfaction of the Surveyor for the Time being to the Trustees of the said Turnpike Roads; and in case of any Want of Repair to the said Bridges and Tunnel, Approaches, Walls, and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Trustees of the said Turnpike Roads, 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 all reasonable Expedition until the same shall be completed, it shall be lawful for the said Trustees of the said Turnpike Roads to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Trustees shall be paid, on Demand, by the said Company, or, in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Company to keep in repair Bridges and Tunnel connected with the Turnpike Roads.

LXXXII. And be it further enacted, That until the said Company shall be rated for that Purpose they shall and are hereby required, at their own Expence, to do and perform and for ever to continue all such Acts and Things in the way of lighting, and other precautionary Measures, upon, under, and about the said several Bridges of the said Railway, by which the same shall be carried over the said *Bermondsey, Rotherhithe, and Deptford* Roads, as shall by the Surveyor for the Time being to the Trustees of the said Roads be deemed necessary and required to be done by the said Company for the public Safety, and for the Convenience and Protection of the Passengers travelling the said *Bermondsey, Rotherhithe, and Deptford* Roads, by reason of the Construction and using of the said Railway.

For lighting and watching Bridges where same cross the *Bermondsey, Rotherhithe, and Deptford* Roads.

LXXXIII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, out of the Monies to be raised for the Purposes of this Act, to cause to be arched over or filled up all such Sewers and Drains or Parts thereof as shall appear necessary for the completing the Purposes of this Act, so that no public Sewer or Drain whatsoever, or any private Drain, shall be in anywise disturbed, injured, or prejudiced, without another Sewer or Drain being made in lieu thereof, equally serviceable and convenient as the old Sewer or Drain: Provided always, that at the Time of filling up any Sewer or Drain, or Part thereof, as

Sewers or Drains to be arched over or filled up.

[*Local.*]

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aforesaid,

aforesaid, the said Company shall cause to be made and built other good and sufficient Sewers and Drains of the same or greater Size or Capacity, and upon the same or lower Levels than the Sewers or Drains which shall be filled up; and when made and completed the said respective Sewers and Drains shall be under the Jurisdiction, Care, Management, and Direction of the Commissioners of Sewers of the District or Division within which the same shall be situate: Provided also, that in case any such Commissioners of Sewers acting within their District or Division shall require any Sewer or Drain, or Part of any Sewer or Drain, that may be destroyed or altered under the Authority of this Act, to be rebuilt or remade of enlarged Capacity, and shall give Notice to the said Company of such their Desire before such Sewer or Drain shall be begun to be rebuilt or altered, then and in every such Case such Sewer or Drain shall be rebuilt or remade of such enlarged Dimensions as the said Commissioners may require, and such Commissioners respectively requiring the same shall bear and pay the Difference in Expence that may be occasioned by such enlarged Capacity.

Sewers not to be interfered with until others made.

LXXXIV. And be it further enacted, That nothing herein or in the Schedule hereto annexed contained shall authorize or empower the said Company, without the Consent in Writing of the Commissioners of Sewers for the Limits extending from *East Moulsey* in *Surrey* to *Ravensborne* in *Kent*, and also for the Limits extending from the Head of the said River *Ravensborne* to *Lombards Wall* in the said County of *Kent*, to stop up, alter, break into, or interfere with any Sewer, Drain, or Watercourse under the respective Jurisdiction of the said Commissioners of Sewers, nor until such other Sewers and Drains, with the necessary Sluices, Penstocks, and other Works as may be required by the said Commissioners of Sewers in lieu of those so intended to be stopped up, interfered, or intermeddled with, shall be made, executed, and completed by the said Commissioners by and at the Expence of the said Company.

Power to alter Steps, Areas, Pipes, &c.

LXXXV. And be it further enacted, That it shall be lawful for the said Company to raise, sink, or otherwise alter or cause to be altered the Position of any of the Steps, Areas, Cellars, Windows, and Watercourses, Pipes or Spouts, belonging to any of the Houses adjoining or near to the said Railway, and also the Mains and the Leaden or other Pipes which, for the Purpose of conveying Water or Gas to any House or other Place, shall be laid into or from any Main or Pipe laid down by any Company or Society who furnish the Inhabitants thereof with Water or Gas, and to remove all other Obstructions, so as the same respectively be done with as little Detriment and Inconvenience to the said Company, Society, and Inhabitants as the Circumstances of the Case will admit: Provided always, that if the said Company shall interrupt the Supply of Water or Gas to any of the said Inhabitants as aforesaid, they shall forfeit and pay to such Inhabitant for every Day the same Supply shall be so interrupted the Sum of Forty Shillings.

Not to alter Pipes belong-

LXXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize and empower the

the said Railway Company to raise, or to sink or lower, or to alter, the Position or Course of, or in any other Manner to interfere with, any Main or Pipe or Stopcock, Plug or Branch, laid down, fixed, or set up by a certain Company incorporated by the Name of "The Company of Proprietors of the *Kent Waterworks*," pursuant to an Act of Parliament passed in the Forty-ninth Year of the Reign of His Majesty King George the Third, intituled *An Act for supplying with Water the Inhabitants of Deptford, Greenwich, and several other Parishes and Places in the Counties of Kent and Surrey*, and to another Act of Parliament made and passed in the Fifty-first Year of the Reign of His said Majesty King George the Third, intituled *An Act to enable the Company of Proprietors of the Kent Waterworks to raise a further Sum of Money, and to alter and enlarge the Powers of an Act of His present Majesty for making the said Waterworks, and to extend the same*, or to One of such Acts, or by a certain Company incorporated by the Name of "The *Phœnix Gas Light and Coke Company*," pursuant to an Act of Parliament passed in the Fifth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act to establish an additional Company for more effectually lighting with Gas certain Places within the Borough of Southwark, and certain other Parishes and Places, in the Counties of Surrey and Kent*, and which before the passing of this Act shall have been laid down, fixed, or set up by the said Two last-mentioned Companies or either of them, pursuant to and for the Purpose of carrying into effect the said Three last-mentioned Acts, or any or either of them, unless Seven Days Notice in Writing shall have been first given to the said Company of Proprietors of the *Kent Waterworks*, to be served on the Clerk for the Time being of the said Company, or left for him at the Works of the said Company in *Mill Lane, Deptford*, and to the said *Phœnix Gas Light and Coke Company*, (to be served in manner in the said last-mentioned Act directed and provided for the Service of Notices upon the said last-mentioned Company,) of the Intention of the said Railway Company to raise, or to sink, lower, or to alter the Position or Course of or otherwise to interfere with any such Main, Pipe, Stopcock, Plug, or Branch, and after and notwithstanding such Notice, then only to such Extent and Degree as shall be absolutely requisite and necessary for the Purpose of enabling the said Railway Company to carry into effect the Provisions of this Act, and not further or otherwise; and that when and so often as the said Railway Company shall, pursuant to the Provisions above mentioned, raise or sink or lower or alter the Position or Course of or in any other Manner interfere with any of the said Mains, Pipes, Stopcocks, Plugs, or Branches, then and in every such Case the said Railway Company shall, with all convenient and possible Speed, at their own Costs, Charges, and Expences, do or cause to be done all such Work and Repairs, and do and cause to be done and taken every such Act or other Measure as shall be necessary and proper for the Purpose of completing and perfecting the said Main or Pipe, Stopcock, Plug, or Branch, which shall have been so raised or sunk or lowered, or the Position or Course of which shall have been so altered, or which shall have been so interfered with as aforesaid, and for rendering the same in every respect as useful and beneficial to the said Company of Proprietors of the *Kent Waterworks* and the said *Phœnix Gas Light and Coke Company* respectively, and

as

ing to the
Kent Water
Company
or Phoenix
Gas Company
without
Notice, &c.

49 G.3.c.189.

51 G.3.c.145.

5. G. 4. c. 78.

as available and serviceable to all Intents and Purposes to and for the Ends and Intentions for which the same were originally laid down, fixed, or set up, as if no such Alteration of or Interference with the said Mains or Pipes, Stopcocks, Plugs, or Branches, or any of them, had been made; and further, that if it shall happen that the said *Phoenix* Gas Light and Coke Company shall be required and obliged to pay and shall actually pay any Penalty whatsoever to which, by the Provisions of the said Act of Parliament of the Fifth Year of the Reign of His said late Majesty King *George* the Fourth, they may be or become liable, either in consequence of the Escape of any Gas from any of their Works, Mains, or Pipes, Stopcocks, Plugs, or Branches, or by reason of the Non-supply of Gas to any Person who may have contracted and agreed with the said last-mentioned Company for the Supply of such Gas, or in case the said Company of Proprietors of the *Kent* Waterworks shall be required and obliged to pay and shall actually pay any Penalty or Penalties whatsoever by reason of the Non-supply of Water to any Person or Persons, Bodies Politic or Corporate, who may have contracted and agreed with the said last-mentioned Company for the Supply of such Water, or in case the said Two last-mentioned Companies or either of them shall be required and obliged to pay and shall actually pay any other Penalty whatsoever, and the said Two last-mentioned Companies, or such of them as shall pay such Penalty or Penalties, shall become liable to such Penalty in consequence of and by reason of the raising or sinking or lowering, or Alteration of or Interference with, any of their Mains, Pipes, Stopcocks, Plugs, or Branches, by the said Railway Company, during the Period of Time that such Alteration of or Interference with the same may be going on, or after such Alteration or Interference shall have been finished and be at an end, by reason of the imperfect or incomplete Manner in which the Alteration may have been made or the Interference taken place by the said Railway Company or in case the said Company of Proprietors of the *Kent* Waterworks, or the said *Phoenix* Gas Light and Coke Company, or either of them, shall incur, suffer, or sustain any other Damage, Loss, Injury, or Inconvenience whatsoever by the Alteration of or Interference with any of their Mains, Pipes, Stopcocks, Plugs, or Branches, or any other of their Works, by the said Railway Company, pursuant to the Provisions of this Act, that then and in every such Case, and as often as the same shall happen, the said Railway Company, as the Case may be, shall repay to and reimburse the said Company of Proprietors of the *Kent* Waterworks and the said *Phoenix* Gas Light and Coke Company respectively every Penalty so incurred and paid by them respectively on the Grounds aforesaid, or shall indemnify them respectively (as the Case may be and require) by the Payment of such a Sum of Money as shall be a sufficient Compensation and Satisfaction to them respectively for any such Damage, Loss, Injury, or Inconvenience so sustained by them respectively as aforesaid, to be recovered, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Not to prevent Water or Gas Com-

LXXXVII. And be it further enacted, That nothing in this Act contained shall extend to prevent the said Company of Proprietors

of the *Kent* Waterworks, or the said *Phoenix* Gas Light and Coke Company, or their respective Workmen, Servants, and Agents, at any Time or Times hereafter, or from Time to Time, as they respectively may think best, from raising or sinking, laying down, repairing, or altering, any Main, Pipe, Stopcock, Plug, or Branch, which now is, upon or under or crossed by the Line of the said intended Railway to be made by virtue of or under the Provisions of this Act, or upon or under any Land or Ground in the Occupation of the said Railway Company, or from laying down, fixing, and setting up, upon or under the said intended Line of Railway, or any of the Land or Ground in the Occupation of the said Railway Company, (but as to the said Company of Proprietors of the *Kent* Waterworks within the Limits prescribed by the said Act of the Forty-ninth Year of the Reign of His said Majesty King *George* the Third incorporating the said Company of Proprietors, or of the said Act of the Fifty-first Year of the Reign of His said Majesty King *George* the Third for enlarging the Powers of the said Act of the Forty-ninth Year aforesaid, or by either of such Acts, and subject to the Restrictions and Limitations contained in and provided by the said last-mentioned Acts, and as to the said *Phoenix* Gas Light and Coke Company within the Limits prescribed by the said Act incorporating the said last-mentioned Company, and subject to the Restrictions and Limitations contained in and provided for by the said last-mentioned Act,) any new and additional Main, Pipe, Stopcock, Plug, or Branch which they may respectively think necessary, either, as to the said Company of Proprietors of the *Kent* Waterworks, for the Purpose of supplying with Water any Part or Parts of their said Limits not now supplied by the said Company of Proprietors, or for the more perfectly and completely supplying with Water all or any Part or Parts of their said Limits which now is or are or which have hitherto at any Time been supplied with Water by the said Company of Proprietors, and as to the said *Phoenix* Gas Light and Coke Company, for the Purpose of lighting with Gas any Part of their said Limits not now lighted by the said last-mentioned Company, or for the more perfectly and completely lighting with Gas all or any Part of their said Limits which now are or which have hitherto at any Time been lighted with Gas by the said *Phoenix* Gas Light and Coke Company; or to prevent the said Company of Proprietors of the *Kent* Waterworks, or the said *Phoenix* Gas Light and Coke Company respectively, from breaking up, opening, or removing, at their own Costs and Charges, any of the Ground, Stones, Soil, or Pavement, Iron or other Work of the said intended Railway, or of the Land or Ground in the Occupation of the said Railway Company which it may be necessary to break up, open, or remove for all or any of the Purposes aforesaid; so that such of the said Two Companies as shall from hence exercise the Powers hereby intended to be continued or given to or vested in them respectively shall first give to the said Railway Company Fourteen Days Notice in Writing of their Intention to break up, open, or remove the said Ground, Stones, Soil, Pavement, Iron or other Work on the said Part of the said intended Railway, or the Land or Ground so in the Occupation of the said Railway Company (such Notice to be signed by the Clerk for the Time being of such of the said Two Companies respectively as shall from Time to Time exercise such Powers, and to

panies from
laying down
Pipes across
Railway.

be served upon the said Railway Company in the Manner provided for by this Act for the Service of Notices upon the said Railway Company); and so that such of the said Two Companies respectively as shall from Time to Time exercise such Powers shall not thereby in any Manner injure the said intended Railway or the Foundations thereof, and shall in the Exercise of such Powers do or cause to be done, with all convenient and possible Speed, at their own respective Costs and Charges, all such Work, Repairs, Acts, and other Measures as shall be necessary and proper to restore the said intended Railway, or the said Land so in the Occupation of the said Railway Company, or the said Ground, Stones, Soil, Pavement, Iron or other Works, to the same State, Plight, and Condition as the same was in before being broken up, opened, or removed, or as near thereto as Circumstances will permit; and further, such of the said Two Companies as shall from Time to Time respectively exercise such Powers, as often as the same shall happen, making to the said Railway Company a reasonable and sufficient Satisfaction and Compensation in Money for any Loss, Damage, Injury, or Inconvenience the said Railway Company shall or may sustain, suffer, or incur by reason of such breaking up, opening, or removing any of the said Ground, Stones, Soil, Pavement, Iron or other Work; such Compensation, in case the said Company from Time to Time exercising such Power and the Company hereby incorporated shall differ about the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Power to
clear Ground
and to sell old
Materials.

LXXXVIII. And be it further enacted, That the said Company shall and they are hereby authorized to take down or cause to be taken down all Houses, and other Erections and Buildings whatsoever, which shall be purchased or taken by virtue of this Act, or such of them or such Part thereof as they shall think proper to be taken down, and to level and clear the Ground whereon the same shall stand, and all other the Ground to be purchased or taken by virtue of this Act, in such Manner as they shall think proper, and to sell or cause to be sold the Materials of the Houses, and other Erections and Buildings, to be taken down and removed pursuant to this Act; and the Monies to be produced by the Sale thereof, after deducting the Expences of taking down such Houses, Erections, and Buildings, and of such Sale, and also the Rents and Profits of the said Houses, Erections, Buildings, Lands, Tenements, and Hereditaments to be purchased or taken by virtue of this Act, until the same shall be taken down or cleared, shall be applied and disposed of for and towards the Purposes of this Act.

Enabling
Company to
sell Lands
not wanted.

LXXXIX. And whereas by means of the Purchases which the said Company are empowered and are required to make by virtue of this Act they may happen to be seised of more Lands, Tenements, or Hereditaments than will be necessary for effecting the Purposes of this Act, or of Lands, Tenements, or Hereditaments not wanted for or not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company to sell, and by any Deed under their Common Seal to convey, any Part of such Lands, Tenements, or Hereditaments, or of any Estate or Interest purchased

by the said Company in such Lands, Tenements, or Hereditaments, or any Part thereof, either together or in Parcels, by public Auction or private Contract, as they shall deem most advantageous, to such Persons as shall be willing to contract for and purchase the same; and such Conveyances from the said Company shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom to the contrary notwithstanding: Provided always, that the said Company, before they shall dispose of any such Lands, Tenements, or Hereditaments, shall first offer to sell such Lands, Tenements, or Hereditaments to the Person, or to the Persons successively in such Order as the said Company shall deem meet, whose Lands or Premises shall immediately adjoin the Lands, Tenements, or Hereditaments so proposed to be sold, the Person from whom such Lands, Tenements, or Hereditaments shall have been purchased, if the Owner of adjoining Lands, to be always preferred, such Persons being in *England* and conveniently found, and being capable of entering into a Contract for the Purchase of such Lands, Tenements, or Hereditaments; and such respective Persons, in case they shall be desirous of purchasing the same, Preference in Pre-emption of such respective Persons (if more than One) being according to the Order of making such Offers, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall refuse or decline to avail themselves of such Offer, or shall neglect or omit to signify their Desire and Intention to purchase such Lands, Tenements, or Hereditaments for the said Space of Thirty Days, an Affidavit made and sworn before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the said County of *Surrey* or *Kent* (as the Case may be), by some Person not interested in the same Lands, Tenements, or Hereditaments, stating that the Person or Persons entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, Tenements, or Hereditaments, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or declined, or was not accepted or agreed to, by the Person to whom the same was made, within the Space of Thirty Days from the Day or Time of making the same, shall in all Courts whatsoever be sufficient Proof that such Offer was made, and was refused or declined, or was not accepted and agreed to, within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case such Person shall be desirous of purchasing the same, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Premises to be purchased by the said Company in pursuance thereof; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to Lands, Tenements, or Hereditaments to be taken or used by the said Company (*mutatis mutandis*); and the Money produced by the Sale which may be made by the said Company of any such Lands, Tenements, or Hereditaments as aforesaid shall be applied to the Purposes of this Act.

Treasurer,
upon Pay-
ment of
Money, to
give Receipts.

XC. Provided always, and be it further enacted, That upon Payment of the Money which shall be levied and raised or shall arise from any Mortgages or Sales under the Provisions herein contained, or upon Payment of any Money under this Act upon any Account whatsoever, it shall be lawful for the Treasurer for the Time being to the said Company to sign and give Receipts for the Money which shall be so levied and raised or shall arise from any such Mortgages or Sales, or upon any other Account as aforesaid, which Receipts shall be sufficient Discharges to all Persons for the Money which in such Receipts respectively shall be expressed to be received; and such Persons, having paid the same, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money or any Part thereof, or be obliged to inquire into the Necessity, Regularity, or Propriety of any such Mortgage or Sale under the Provisions herein contained, or any such Payment as aforesaid.

The Word
"grant" in
Conveyances
from the
Company
to amount to
certain
Covenants.

XCI. And be it further enacted, That in every Conveyance to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the Grantees therein, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of the Grantees therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were, at the Time of the Execution of such Conveyance, seised or possessed of the Lands, Tenements, and Hereditaments thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchasers thereof, their Successors and Assigns, Heirs and Assigns, or Executors, Administrators, and Assigns (as the Case may be), shall quietly enjoy the same against the said Company and their Successors and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Lands, Tenements, and Hereditaments by the said Company and their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may, in all Actions to be brought, assign Breach thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

Power to let
Arches under
the Railway.

XCII. And whereas it is intended to make, maintain, and construct the said Railway or some Part thereof on Arches; be it therefore further enacted, That the said Company shall have full Power and Authority to grant a Lease or let the said Arches or any of them to any Person whomsoever for a Term of Years or for any shorter
Period,

Period, and for such Considerations in gross annual Rents or other Compensations, and on such Conditions, as to the said Company shall seem meet; and the Amount of such annual Rents or other Considerations shall be paid, applied, and disposed of for the Purposes of this Act.

XCIII. And whereas the probable Expence of making the said Railway and other Works hereby authorized will amount to the Sum of Four hundred thousand Pounds, and the Sum of Three hundred and fifty thousand Pounds, being more than Four-fifth Parts thereof, has been already subscribed for by several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them subscribed for respectively; be it therefore enacted, That the whole of the said Sum of Four hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act shall be put in force.

Whole Expence to be subscribed before Work is commenced.

XCIV. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Four hundred thousand Pounds, the whole to be divided into Twenty thousand Shares of Twenty Pounds each; and such Twenty thousand Shares shall be numbered, beginning with Number One in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Persons so raising the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums they shall severally contribute; and all Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares (or such Sum as shall be demanded in lieu thereof) towards carrying on and completing the said Undertaking, and other the Purposes of the said Subscription, shall be entitled to and receive (at such Time as the said Company, or the Directors of the said Company to be appointed as herein-after mentioned, shall direct and appoint,) in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue by the Rates, Tolls, and other Sums of Money to be raised, recovered, or received by the said Company as and when the same shall be divided by the Authority of this Act; and every Person having such Property in the said Undertaking as aforesaid shall bear and pay a proportionable Sum towards carrying on the same, to the full Amount of their respective Shares in the said Undertaking, but not further or otherwise.

Proprietors to raise Money amongst themselves for the Undertaking not exceeding 400,000*l.* to be divided into Twenty thousand Shares of 20*l.* each.

XCV. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Shares to be Personal Property.

[*Local.*]

12 A

XCVI. And

To compel
Payment of
Subscrip-
tions.

XCVI. And be it further enacted, That the several Persons who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and are hereby required to pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company, under and by virtue of the Powers and Directions of this Act, at such Times and Places as shall be directed by the said Directors; and in case any Person shall refuse or neglect to pay the Money by him so subscribed for, or the Part thereof so called for, at the Time and in manner required for that Purpose, it shall be lawful for the said Company or for the said Directors to sue for and recover the same in any Court of Law or Equity.

Names of
Proprietors
to be entered,
and Certifi-
cates of their
Shares de-
livered to
them.

XCVII. And be it further enacted, That the said Company shall and they are hereby required to cause the Names of the several Bodies, and the Names and Additions of the several Persons, who respectively shall be entitled to Shares in the said Undertaking, with the Number of Shares which they are then respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause a Certificate or Ticket, under the Hands of Three of the said Directors, or with the Common Seal of the said Company affixed thereto, to be delivered to every such Subscriber, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the Clerk to the said Company no more than the Sum of Two Shillings and Sixpence for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such respective Subscribers, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Form of Cer-
tificate.

‘ The *London and Greenwich* Railway Company.

‘ Number

‘ THESE are to certify, That *A. B.* of _____ is a Proprietor
‘ of the Share [*or* Shares] Number _____ of the *London and*
‘ *Greenwich* Railway, subject to the Rules, Regulations, and Orders
‘ of the said Company, and that he the said *A. B.*, his Executors,
‘ Administrators [*or* Successors], and Assigns, is and are entitled to
‘ the Profits and Advantages of such Share [*or* Shares]. Given under
‘ our Hands [*or* under the Common Seal of the said Company]
‘ the _____ Day of _____ in the Year of our
‘ Lord _____ .’

For granting
new Certifi-
cates when

XCVIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then, upon the same being brought or shown at some Meeting of the Directors of the
I the

the said Company, such Certificate or Ticket may be cancelled or destroyed, and another similar Certificate or Ticket be given, under the Hands of Three of the said Directors, or under the Common Seal of the said Company, to the Party in whom the Property of such Certificate or Ticket, and the Share or Shares therein mentioned, shall be at that time vested; or in case such Certificate or Ticket shall be lost or burned or totally destroyed, then, upon due Proof thereof, a similar Certificate or Ticket shall be given to the Person who was the Proprietor of or entitled to the Certificate or Ticket so lost, burned, or destroyed; and a due Entry of the Transfer of such Certificate or Ticket (if any such have been made) shall be entered by the Clerk of the said Company in manner herein directed, the said Clerk receiving for every such Certificate or Ticket which shall be so given or exchanged no more than the Sum of Two Shillings and Sixpence.

old ones destroyed or worn out.

XCIX. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription, as herein-before mentioned, shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company, by Order of any General or Special General Meeting of the said Company, from Time to Time to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of One hundred and thirty-three thousand three hundred and thirty-three Pounds, on the Credit of the said Undertaking, and of any Lands, Tenements, or Hereditaments belonging to the said Company, or of any Part or Proportion thereof, as to them shall seem proper; and the said Company or the Directors of the said Company, after an Order shall have been made for that Purpose by any General Meeting or Special General Meeting, are hereby authorized and empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, and any Lands, Tenements, or Hereditaments belonging to the said Company, or any Part or Proportion thereof, (the Costs and Charges of mortgaging, assigning, and charging the same to be paid out of the Money so to be raised as aforesaid, or out of such Rates, Tolls, or Sums,) as a Security for any such further Sum of Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party, or to his Trustee, who shall advance the same; all which said Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Proprietors may raise an additional Sum, if necessary, by Mortgage.

‘ The *London and Greenwich* Railway Company.

‘ Number

Form of Mortgage

‘ **BY** virtue of an Act passed in the Third Year of the Reign of
 ‘ King *William* the Fourth, intituled [*here set forth the Title of this*
 ‘ *Act*], we, the Company of Proprietors of the *London and Green-*
 ‘ *wich* Railway, incorporated by and under the said Act, in conside-
 ‘ ration of the Sum of _____ to us in hand paid by *A. B.*
 ‘ of _____ do assign unto the said *A. B.*, his Execu-
 ‘ tors, Administrators, and Assigns, the said Undertaking, and all and
 singular

‘ singular the Rates, Tolls, and other Sums arising by virtue of the
‘ said Act, and all Lands, Tenements, and Hereditaments held by
‘ and belonging to us under and by virtue of the said Act, or some
‘ Part or Proportion thereof [*here state the Part or Proportion to be*
‘ *assigned*], and all the Estate, Right, Title, and Interest of, in, and
‘ to the same; to hold unto the said *A. B.*, his Executors, Admi-
‘ nistrators, and Assigns, until the said Sum of
‘ together with Interest for the same after the Rate of
‘ for every One hundred Pounds for a Year,
‘ shall be fully paid and satisfied. Given under our Common Seal
‘ this Day of in the Year of our
‘ Lord .’

And the respective Parties to whom such Mortgages, Assignments, and Charges shall be made shall, without Preference, be entitled, one with the other, to their Proportions of the said Undertaking, and the said Rates, Tolls, and Sums, Lands, Tenements, or Hereditaments, according to the respective Sums in such Mortgages, Assignments, and Charges mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Order of meeting, or Priority in Date of any such Mortgage, Assignment, or Charge, or on any other Account whatsoever; and an Entry or Memorial of every such Mortgage, Assignment, or Charge, containing the Number and Date thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by the Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Persons to whom any such Mortgage, Assignment, or Charge shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person; and every Transfer thereof shall and may be in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Mortgage.

‘ I *A. B.* of in consideration of the Sum of
‘ paid by *C. D.* of
‘ do hereby transfer a certain Mortgage, Number made
‘ by the Company of Proprietors of the *London and Greenwich*
‘ Railway to bearing Date the Day of
‘ for securing the Sum of and Interest, and
‘ all my Right, Estate, and Interest in and to the Money thereby
‘ secured, and in and to the said Undertaking, and the Rates, Tolls,
‘ and other Sums, Lands, Tenements, and Hereditaments thereby
‘ assigned, to the said *C. D.*, his Executors, Administrators, and
‘ Assigns. Dated this Day of in the Year
‘ of our Lord .’

And every such Transfer shall, within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days next after the Arrival thereof in *England*, if executed elsewhere, be produced to the Clerk of the said Company, who shall cause an
Entry

Entry or Memorial to be made thereof, in the same Manner as of the original Mortgage, Assignment, or Charge, for which such Clerk shall be paid such Sum as the said Company shall appoint, not exceeding Two Shillings and Sixpence; and after such Entry made every Transfer shall retrospectively entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage, Assignment, or Charge, or any Sum of Money thereon due or thereby secured, or any Part thereof.

C. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Persons entitled thereto, in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case the same Interest or any Part thereof shall be behind and unpaid by the Space of Twenty-one Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Twenty Days next after Demand thereof in Writing shall have been made to the said Company, or left at the Office of the said Company, it shall be lawful for Two or more Justices of the Peace acting within their respective Jurisdictions, and not being interested in the Matter in question, and they are hereby required (on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear), by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully satisfied and paid; and after such Interest, Costs, and Charges shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered, with Costs, by an Action of Debt, in any of His Majesty's Courts of Record at *Westminster*.

Interest of Money borrowed to be paid in preference to Dividends.

CI. Provided always, and be it further enacted, That no Person to whom any such Mortgage, Assignment, or Charge shall be made shall be deemed a Proprietor of any Share, or be capable of acting or voting as such at any Meeting of the said Company, for or on account of his having advanced any Money on such Mortgage, Assignment, or Charge.

Creditors not to vote.

CII. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the said additional Sum of One hundred and thirty-three thousand three hundred and thirty-three Pounds by Mortgage, Assignment, or Charge, and shall afterwards be required or shall be desirous to pay off, or shall have paid off, all or any Part of the Principal Sum secured by any such Mortgage,

In case Mortgages paid off, Company may raise Money again.

[*Local.*]

12 B

Assignment,

Assignment, or Charge, then and in every such Case it shall be lawful for the said Company immediately, or at any Time thereafter, again to raise, in lieu of the Principal Money so paid off or to be paid off by them, such Sums of Money as they shall from Time to Time have paid off, or be required or be desirous to pay off, to the Holders of the Mortgages or any of them, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow, upon Mortgage, Assignment, or Charge, in such Manner or to such Extent as that more than the Sum of One hundred and thirty-three thousand three hundred and thirty-three Pounds in the whole be owing at any One Time on Mortgage, Assignment, or Charge of the said Undertaking; and when and as soon as the Principal Money, Interest, Costs, and Charges secured by any Mortgage, Assignment, or Charge which shall be made in pursuance of the Provisions of this Act shall have been fully paid and satisfied, the Person to whom such Mortgage, Assignment, or Charge shall be made as aforesaid, his Executor, Administrator, or Assign, shall and he is hereby empowered to reconvey to the said Company, at the Expence of the said Company, the Hereditaments comprised in the said Mortgage, Assignment, or Charge, or so much thereof as shall not have been previously sold or absolutely foreclosed.

Application
of Money to
be raised.

CIII. And be it further enacted, That all Subscriptions and Money to be raised by the said Company under the Powers of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs, Charges, and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and the Remainder of such Money shall be applied in or towards purchasing Lands, Tenements, and Hereditaments, and of any Mortgages, Sales, and Re-conveyances, and the Costs and Expences incident thereto, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

First and
other Gene-
ral Meetings.

CIV. And be it further enacted, That a General Meeting of the said Company shall be held at some convenient Place within Twelve Calendar Months next after the said Railway shall be completed and opened for the Use of the Public; and from and after the said First General Meeting of the said Company there shall be a General Meeting of the said Company in the Month of *January* in each and every Year, or within the Space of Fourteen Days next after, and also such and so many Special General Meetings of the said Company as shall be called as herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given by Advertisement in some Two or more *London* Newspapers, and which said Notice of a Special General Meeting shall specify the Purpose for which such Special General Meeting is called; and all such General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place as shall be found expedient.

CV. And

CV. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any General or Special General Meeting, to fix and order what Remuneration (if any) shall be allowed to the Directors of the said Company, and to make such Bye Laws, Orders, and Rules as to them shall seem proper for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings of the said Directors, and for the Management of the said Undertaking in all respects whatsoever; and from Time to Time to alter and repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any Offence, such Fines and Forfeitures to be levied and recovered as other Penalties may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, and printed and published, and painted on Boards, shall be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings and Places at which any Rates, Tolls, or other Sums shall be received under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same, provided that such Bye Laws, Orders, and Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

General Meetings may make Bye Laws.

CVI. And be it further enacted, That it shall be competent for any General Meeting to call for and examine the Accounts of the said Company and of the said Directors, and of the Treasurers, Receivers, or Collectors of the Rates, Tolls, and other Sums, and other Officers of the said Company.

Meetings to settle Accounts.

CVII. And be it further enacted, That *Abel Rous Dottin*, *Sir William Beatty*, Rear Admiral *William Hall Gage*, *John Twells*, Reverend *James Macdonald*, *Abel Peyton Phelps*, *John Milroy*, *William John Innes*, and *William Robert Hodges* shall be and they are hereby appointed the first Directors to manage the Affairs of the said Company; and out of the said Directors, or out of the Directors for the Time being, Three thereof shall be competent to act; and the several Persons so appointed, being neither removed nor disqualified, and not resigning, shall continue in Office and be respectively Directors until the General Meeting of the said Company which shall be held in the Month of *January*, or within the Space of Fourteen Days thereafter, next after the Expiration of Twelve Calendar Months from the Period when the said Railway shall be completed and open to the Public, and until others shall be elected in their Stead in pursuance of this Act.

Appointment of Directors.

CVIII. And

Time of
Service of
Directors.

CVIII. And be it further enacted, That at the General Meeting to be held in the said Month of *January*, or within the Space of Fourteen Days thereafter, next after the Expiration of Twelve Calen-Months from the Period when the said Railway shall be completed and open to the Public, Three of the Persons so appointed Directors as aforesaid, to be determined by Lot amongst themselves, shall go out of Office and cease to be Directors of the said Company, and Three Persons, who shall respectively be possessed of Twenty Shares in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *January* in the next succeeding Year, or within the Space of Fourteen Days next after, Three of the Persons so appointed Directors as aforesaid, to be determined by Lot amongst themselves, shall go out of Office and cease to be Directors of the said Company, and Three Persons, who shall respectively be possessed of Twenty Shares in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *January* in the following Year, or within the Space of Fourteen Days next after, the remaining Three Directors so appointed as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places shall be supplied in like Manner; and at the General Meeting to be held in the Month of *January* in every subsequent Year, or within the Space of Fourteen Days next after, Three of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places shall be supplied in like Manner: Provided always, that every Director who shall by Ballot or Rotation go out of Office on any Day of Election may be immediately, or at any future Time, re-elected by the said Company a Director of the said Company.

Directors
going out of
Office re-eli-
gible.

Disqualifica-
tion of Direc-
tors.

CIX. Provided always, and be it further enacted, That no Person holding any Office, Place, or Employment, or being concerned or interested in any Contract under the said Company, shall be capable of being chosen, or, being so chosen, of continuing a Director of the said Company; and it shall not be lawful for any Person who shall be a Director of the said Company to hold or accept any Office or Place of Employment under the said Company or the said Directors, or to enter into any Contract for, or undertake to do or perform, any Work under or by virtue of this Act; and if any such Director shall be or become a Dealer, either directly or indirectly, in any of the Articles to be provided or manufactured by the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall cease to be a Proprietor of Twenty Shares in the said Undertaking, every such Director shall thereupon become disqualified and cease to be a Director of the said Company.

For supply-
ing Vacancies
in Directors.

CX. And be it further enacted, That when and so often as any Director of the said Company herein appointed or to be elected by virtue of this Act shall die, or shall resign, or shall become disqualified or incompetent to act as a Director of the said Company, or shall cease to be a Director of the said Company by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid,

aforesaid, it shall be lawful for the remaining Directors of the said Company to elect some other Proprietor duly qualified to be a Director in his Place and Stead; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

CXI. And be it further enacted, That at the First Meeting of the said Directors to be held under the Authority of this Act, and at the First Meeting of the said Directors which shall be held after the General Meeting of the said Company in the Month of *January*, or within the Space of Fourteen Days thereafter next after the Expiration of Twelve Calendar Months from the Period when the said Railway shall be completed and open to the Public, and at the First Meeting of the said Directors held after the Election of the said Three Directors in the Place of the like Number of Directors hereby required to go out of Office by Ballot or Rotation as aforesaid, or the Majority of the Directors present at such Meeting of the said Directors, shall choose out of the said Directors a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the said Directors, in like Manner, at the Meeting to be held next after such Vacancy, to choose some other of the said Directors to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman so to be chosen as last aforesaid to fill such Vacancy shall continue in his Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Death, Resignation, Disqualification, or Cesser had not happened.

Chairman
and Deputy
Chairman of
Directors.

CXII. And be it further enacted, That One hundred or more Proprietors of the said Company, holding in the aggregate Two thousand Shares or upwards in the said Undertaking, upon which all Calls previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, require the said Directors to call a Special General Meeting of Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Fourteen Days next after such Notice given as aforesaid, the same may be called by such One hundred or more Proprietors by giving Fourteen Days Notice thereof in some Two or more *London* Newspapers; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice; and all Acts of the major Part in Votes of the Proprietors of the said Company, met together at any such Special General Meeting, shall be as valid with respect to the Matters specified in such Notice as if

Meetings of
Proprietors
may be spe-
cially con-
vened.

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the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

General Meetings to consist of not less than Twenty Persons possessed of One thousand Shares.

CXIII. Provided always, and be it further enacted, That if at any General Meeting or Special General Meeting there shall not be Twenty Persons present, in Person or by Proxy, who shall be possessed of or entitled to at least One thousand Shares in the said Undertaking, and by virtue of such Shares entitled to Sixty Votes in the aggregate, within One Hour from the Time appointed for such Meeting, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Seven Days then next, and if such sufficient Number of Proprietors shall not then attend thereat, such Meeting shall stand adjourned to the Seventh Day following, and so from Time to Time from Seven Days to Seven Days as often as the same shall happen, until at some Adjournment of such General Meeting there shall be a sufficient Number of Proprietors present, in Person or by Proxy, within the said Period of One Hour, when, and not before, the Meeting shall proceed to Business; and the Directors for the Time being shall in the meantime continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed as aforesaid.

Directing how Subscribers shall vote.

CXIV. And be it further enacted, That all Persons who shall have duly subscribed for or become entitled to Ten or more Shares in the said Undertaking, and their respective Successors, Executors, Administrators, or Assigns, shall have a Vote or Votes for such Shares in the Order and Manner following; (that is to say,) for any Number of Shares amounting to Ten Shares and not amounting to Twenty Shares, One Vote; for Twenty Shares and not amounting to Thirty-five Shares, Two Votes; for Thirty-five Shares and not amounting to Fifty Shares, Three Votes; for Fifty Shares and upwards, Four Votes; and such Vote or Votes may be given by such respective Persons, or by their respective Proxies constituted under the Hands of the Persons appointing such Proxies, or under the Seal of any Body Politic or Corporate entitled to vote; and every such Vote by Proxy, such Proxy being a Proprietor in the said Undertaking, shall be as good and sufficient to all Intents and Purposes as if such Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes and Proxies then present; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have the decisive or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer of the Proxy thereby substituted, and other Circumstances, will admit of; (that is to say,)

Form of Proxy.

‘ *A. B.* of [One] of the Proprietors of the
‘ *London and Greenwich Railway Company*, doth hereby appoint

‘ *C. D.*, of _____ to be the Proxy of the said *A. B.*, in
 ‘ his Name or otherwise, and in his Absence, to vote or give his
 ‘ Assent to or Dissent from any Business, Matter, or Thing relating
 ‘ to the said Undertaking which shall be proposed at any General or
 ‘ Special General Meeting of the said Company, in such Manner as
 ‘ he the said *C. D.* shall think proper, according to his Judgment,
 ‘ for the Benefit of such Undertaking, or any thing appertaining
 ‘ thereto. In witness whereof the said *A. B.* hath hereunto set his
 ‘ Hand [or Common Seal] the _____ Day of _____

CXV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purposes of this Act be deemed and taken to be the Proprietor of such Share; and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Names shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of any other Proprietor of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall stand first in the Books of the said Company, or be left at the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as herein mentioned (as the Case may require); and such Notice to such Person shall be deemed and taken to be sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given.

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, &c.

CXVI. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or a Minor, such Lunatic shall or may vote at such Meeting by his Committee or by any one of his Committee, and such Minor shall and may vote by his Guardian or by any One of his Guardians; provided that any such Committee or Guardian may also vote in right of his own Shares as well as in the Character of Committee for any Lunatic, or of Guardian of any Minor, on the same Occasion.

Lunatics and Minors to vote by Committees and Guardians.

CXVII. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any one of the said Directors to be chosen at any such Meeting, or in the Absence of all the said Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman.

At Meetings of the Company, Chairman or Deputy Chairman of Directors to preside.

CXVIII. And be it further enacted, That no Business shall be transacted at any such Special General Meeting other than the Business for which it shall have been called; and no Business shall be transacted

Business at Special and adjourned General Meetings.

transacted at any adjourned General or Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Powers and
Duties of the
Directors.

CXIX. And be it further enacted, That the said Directors for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Authority to meet and adjourn from Time to Time and from Place to Place, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and to appoint the Times and Places of holding General and Special General Meetings; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the said Directors shall be finally determined by the Majority of Votes then present; and there shall be Three of the said Directors at the least present to constitute a Meeting; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who in case of an equal Division shall always have a Second or casting Vote as such Chairman; and such Directors shall have full Power and Authority to direct and manage the Affairs of the said Company, and (subject to the Controul and Direction of any General Meeting or Special General Meeting of the said Company) to do and execute the several Matters and Things herein directed to be done and executed by the said Company, (save and except as to such Matters and Things as are herein directed to be done and executed at some General Meeting or Special General Meeting of the said Company,) and for that Purpose to purchase Lands, Tenements, and Hereditaments, and Engines and Materials for the Use of the said Undertaking, and to sell Lands, Tenements, and Hereditaments hereby authorized to be sold, and to employ and direct the Works and Workmen, and to appoint or displace the Treasurer and Clerk and other the Officers and Servants of the said Company, with such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and upon the Death or Removal of any Treasurer or Clerk, or any of the said Officers or Servants, from Time to Time to appoint others in their respective Places, and also to make Contracts and Bargains touching the said Undertaking; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time make Report thereof to the said General Meetings, and, if required, to the Special General Meetings of the said Company, and shall obey their Orders and Directions; and the said Directors shall keep full and true Accounts of all Monies disbursed and Payments made by them, and by all Persons employed by or under them, and of all Money which the said Directors shall receive on behalf of or in respect of such Undertaking from any Collectors of the Rates, Tolls, or Sums by this Act authorized, or other Officer, or from any other Person employed in, or having any Concern, Dealing, or Transaction with the said Company, or from any other Person on any Account for the Use of the said Company, and shall regularly enter in some Book, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of every such Appointment, Contract, Bargain, Receipt, and Disbursement,

ment, and of other their Orders and Proceedings, which Book shall be deposited with and kept under the Care or Direction of the said Directors: Provided always, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or other Officer appointed by them, having the Custody or Controul of any Money received by virtue of this Act, and from such other Officer or Person as they may think proper, for the faithful Execution of his Office before he shall enter thereupon.

CXX. Provided also, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed their Clerk in the Execution of this Act, or the Partner of such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of his Partner, to be Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Same Person
not to hold
Offices of
Clerk and
Treasurer.

CXXI. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Directors or by the said Company, make out and deliver to the said Directors or to the said Company, or to such Persons as they shall respectively for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act; and such Accounts shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the Treasurer of the said Company, or to such Persons as the said Directors or the said Company shall appoint to receive the same;

Officers to
account.

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and

and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Directors or to the said Company, or to such Persons as they shall respectively appoint, within Three Days after being thereunto required by the said Directors or by the said Company, or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Directors or by the said Company, or by any Person on their Behalf, to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required to summon such Officer or Person before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Directors or the said Company might have done; and if, upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or, if appearing, shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in every of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he shall have made and delivered such Account, and have delivered up the Vouchers and Receipts relating thereto, and have delivered up such Books, Papers, and Writings, if any, as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charge of such Distress and Sale shall in that respect have been made, or until he shall have compounded with the said Directors or with the said Company for such Money and Charges, and have paid the Composition Money to the said Directors or to the said Company (and which Composition the said Directors and the said Company are hereby respectively empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Directors or to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress, or who shall be confined merely for Want of Payment, having delivered up such Vouchers, Receipts, Books, Papers, and Writings, or given Satisfaction

faction in respect thereof, shall be detained in Prison for any longer Space of Time than Six Calendar Months.

CXXII. And be it further enacted, That the Orders and Proceedings of every Meeting (as well General as Special) of the said Company and of the said Directors, shall be entered in some Book to be provided and kept for that Purpose, and shall be signed by the Chairman of each respective Meeting; and such Orders and Proceedings, when so entered and signed, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such Meeting being duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or being Directors of the said Company, as the Case may be.

Orders and Proceedings to be entered in a Book.

CXXIII. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose; and such Book-keeper shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall, at all reasonable Times, be open to the Inspection of any of the Proprietors of the said Company, or of any Creditor on any Money to be borrowed under this Act, without Fee or Reward; and the said Proprietors or any Creditor as aforesaid shall and may take Copies of or Extracts from the said Book, or of any Part thereof, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit the said Proprietors or any such Creditor to inspect any such Book, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for each Refusal any Sum not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Directors to appoint Book-keeper to keep Accounts.

CXXIV. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special General Meeting of Proprietors, or of any Adjournment thereof respectively, or to any of the said Proprietors, and not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the said Directors, or by the Proprietor who may be elected Chairman of any such Meeting, or by the Clerk of the said Company, and shall be given by Advertisement inserted in some Two or more *London* Newspapers; and such Notices, when so published and given, shall be deemed and considered the same as personal Notices.

Notice of Meetings how to be given.

CXXV. And be it further enacted, That the Clerk of the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Locality or Places of Abode of the several Proprietors (whether Corporations or Individuals) of the said Undertaking, and of the several

Clerk of the Company to keep List of Proprietors.

several Bodies and Persons who shall from Time to Time become Proprietors thereof, or be entitled to any Share therein; and every Proprietor of the said Undertaking (or, being a Corporate Body, by their Clerk or Agent duly appointed,) may at all convenient Times have recourse to and peruse the same *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so to be copied; and if any such Clerk of the Company hereby incorporated shall refuse to permit any such Proprietor or Agent as aforesaid to peruse such Book at all convenient Times, or refuse to make such Copy within a reasonable Period at the Rate aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds for the Benefit of the said Undertaking.

Power of
Directors to
make Calls.

If Proprietors
neglect to pay
Calls, the
Directors
may sue for
them or direct
the Shares to
be declared
forfeited and
sell the same.

CXXVI. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls for Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of or to carry on the same, as they from Time to Time shall find necessary for those Purposes, so that no such Call shall exceed the Sum of Five Pounds upon each Share which any Person shall or may be possessed of or entitled unto in the said Undertaking; and such Calls shall not be made but at the Distance of Two Calendar Months at the least from each other; and Twenty-one Days Notice at the least shall be given of all such Calls by Advertisement in some Two or more *London* Newspapers; which Monies so called for shall be paid to such Persons and in such Manner as the said Directors shall from Time to Time direct and appoint, for the Use of the said Undertaking; and every Owner of any Share in the said Undertaking shall pay his rateable Proportion of the Monies to be called for as aforesaid to such Persons and at such Times and Places as the said Directors shall from Time to Time direct and appoint; and if any Owner of any such Share shall not so pay such his rateable Proportion, then and in such Case, and so often as the same shall happen, such Owner shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with the Interest (if any accrue) for the same, for the Space of Two Calendar Months after the Day appointed for the Payment thereof, then it shall be lawful for the said Directors, in the Name of the said Company, to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt, on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed; or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person so refusing or neglecting to pay any such Calls, together with Interest, in manner last aforesaid, to be forfeited and sold in manner herein-after directed; provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing, under the Hand of the Clerk or Treasurer of the said Company, of such Share having been declared by the said Directors forfeited, shall have been given or sent
by

by the Post unto or left at the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed, either at a General Meeting of the said Company or at a Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of Two Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given; and after such Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company shall have Power to direct the said Directors to dispose of the Shares so forfeited.

CXXVII. Provided always, and be it further enacted, That in case the Money produced by the Sale of any such Share as shall be forfeited by reason of the Nonpayment of any Call, as herein authorized, shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged; provided also, that the said Company or their Directors shall not, by virtue of this Act, sell or transfer more of the Shares of such Defaulter in Payment of Calls than shall be sufficient, as near as may be, at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Call, and the Interest and Expences attending the same; and from and after Payment of such Call, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Person to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Call had been duly paid.

If Purchase Money for such Shares be more than sufficient to pay the Arrears of Calls, &c., Surplus to be paid to Owners.

CXXVIII. And be it further enacted, That in any Action to be brought by the said Company or by the said Directors against any Proprietor of any Share in the said Undertaking to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company or the said Directors to declare and allege that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to, for so many Calls of such Sums of Money upon so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such Calls was a Proprietor of some Share in the said Undertaking, and that such Calls were in fact made, and that such Notice thereof was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest computed as aforesaid on such Calls, unless it shall appear that any such Call exceeded Five Pounds for every Share of

Proceedings in Actions for Calls.

[Local.]

12 E.

Twenty

Twenty Pounds, or was made within the Distance of Two Calendar Months from the last preceding Call, or without Notice given in Two or more Newspapers as aforesaid; and in order to prove that such Defendant was a Proprietor of some Share in the said Undertaking, as alleged, the Production of the Book in which the Clerk of the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, and of the Locality or Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Bodies who shall from Time to Time become Proprietors thereof, or be entitled to any Share therein, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number or Amount of his Shares therein.

For ascertaining the Proprietorship of Shares in certain Cases.

CXXIX. And whereas in Cases where any Proprietor of any Share in the said Undertaking shall die, become insolvent or bankrupt, or go out of the Kingdom, or shall transfer his Right and Interest therein to some other Person, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who is the Proprietor of such Share, in order to give him, or his Executors, Administrators, Successors, or Assigns, Notice of Calls to be made on such Share, or to maintain any Action, Suit, or Proceeding against him, or his Executors, Administrators, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all the Cases aforesaid, where the Right of Property of any Share in the said Undertaking shall pass from the original Subscriber or any Proprietor thereof to any other Person, or to any Body Corporate, by any other legal Means than by a Transfer or Conveyance thereof in the Form or Manner herein specified or herein otherwise provided, an Affidavit shall be made and sworn to by Two credible Persons before any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or to such Body Corporate; and such Affidavit shall be delivered to and left with the Clerk of the said Company, to the Intent that he may preserve the same, and enter and register the Name of every such other Proprietor, or the Description of every such Body Corporate, in the Register Book or List of Proprietors in the said Undertaking, to be kept in the Office of the said Company.

Proprietors in arrear not to vote.

CXXX. Provided always, and be it further enacted, That no Proprietor of any Share on which any Call made shall remain unpaid shall at any Meeting of Proprietors of the said Company be allowed to vote, either personally or by Proxy, until the Money payable in respect of such Share, pursuant to such Call, shall have been fully paid, although the Time limited for the Payment thereof may not have expired.

Directors may appoint Committees, with Power

CXXXI. And be it further enacted, That it shall be lawful for the said Directors to nominate and appoint out of their own Body a Committee or Committees, who shall have full Power and Authority

to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking, which the said Directors themselves are hereinbefore authorized to do, or such of them as the said Directors shall think proper to intrust to the Care and Management of any such Committee or Committees, save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking; and it shall be lawful for the said Directors for the Time being to order and direct such Compensation or Recompence to be made to the Committee or Committees from Time to Time as they shall think reasonable; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any such Committees, or to remove and displace any of the Members thereof, and to appoint others in their Place and Stead, when and as often as such Directors shall think proper; and such Committees shall have full Power and Authority to meet from Time to Time and to adjourn from Place to Place as they shall think proper, and as Occasion shall require for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested, or which shall by the said Directors be confided to any such Committee within the Intent and Meaning of this Act, shall and may be exercised by the major Part of the Members present at the respective Meetings of such Committee, and all Questions shall be decided thereat by the Majority of Votes.

to make Contracts, &c.

CXXXII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to make, ordain, and establish such Rules, Orders, and Regulations for the good Government of the said Directors, and of the Treasurer, Clerk, and other the Officers and Servants of the said Company, and other Persons appointed or employed under or by virtue of this Act, and for the better regulating, governing, and managing the several Works, Matters, Accounts, and Things by this Act authorized to be made and done, as well whilst the same are doing as after the same shall be finished and completed, and also in respect of the lighting, watching, and Care of the said Railway, and to repeal, annul, amend, add to, or alter such Rules, Orders, and Regulations as to them the said Directors shall seem meet, and to affix and appoint reasonable Penalties (not exceeding Forty Shillings) for any One Offence, for the Non-observance, Non-performance, or other Breach of all or any of such Rules, Orders, or Regulations, or any Part of them, and also to make, and from Time to Time to alter or repeal, such other Rules, Orders, and Regulations as shall be expedient for the Execution of this Act; provided that such Rules, Orders, and Regulations shall not be contrary to the Statutes or Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any of the Provisions in this Act contained.

Directors empowered to make Rules and Regulations.

CXXXIII. And be it further enacted, That the Rules, Orders, and Regulations so to be made by the said Directors shall and are hereby declared to be subject to the Inspection and Controul of the said Company, and it shall be lawful for the said Company from Time to

Such Rules to be subject to Controul of Company.

Time

Time and at all Times when they shall think proper, at any General Meeting or Special General Meeting, if they shall see fit, to revoke, annul, amend, or alter any of the said Rules, Orders, and Regulations, or to make other Rules, Orders, and Regulations in lieu thereof; and such Rules, Orders, and Regulations made by the said Company at any such Meeting as aforesaid may be altered or repealed, and others made in their Stead, by the said Company at any such Meeting as aforesaid, but not by the said Directors; and all such Rules, Orders, and Regulations as shall be made by the said Directors or the said Company as aforesaid shall be printed and distributed in the City of *London*, Borough of *Southwark*, and Towns of *Greenwich* and *Deptford*, and Copies thereof given to Persons having Occasion for and requiring the same.

Company may buy up Shares and sell them again.

CXXXIV. And be it further enacted, That it shall be lawful for the said Company, if they shall deem it expedient, out of any Surplus of Monies or otherwise, to buy up any Share in the said Undertaking which shall be offered for Sale, and in such Case it shall be lawful for them either to direct that any Share so bought shall merge in the said Undertaking, or that the same shall be transferred to the Clerk of the said Company in Trust for the said Company; and any such Share may, in such last-mentioned Case, at any Time thereafter be sold for the Benefit of the said Company, and for the raising of any Sum of Money which may be wanted for or towards the maintaining, repairing, or supporting the said Railway and other Works belonging to the said Undertaking, or any other Purpose necessary for carrying on the same.

Shares may be sold.

CXXXV. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Form of Transfer of Shares may be in the following Words, or to the like Effect, varying the Names and Descriptions of the contracting Parties, as the Case may require:

Form of Transfer of Shares.

‘ I *A. B.* of _____ in consideration of the Sum
 ‘ of _____ paid to me by *C. D.* of _____,
 ‘ do hereby assign and transfer unto the said *C. D.*
 ‘ Share, [*or Shares, as the Case may be,*] numbered _____
 ‘ of and in the Undertaking called the *London and Greenwich*
 ‘ Railway, to hold unto the said *C. D.*, his Executors, Administra-
 ‘ tors, and Assigns [*or Successors and Assigns*], subject to the same
 ‘ Conditions as I held the same immediately before the Execution
 ‘ hereof; and I the said *C. D.* do hereby agree to accept and take
 ‘ the said Share [*or Shares*] subject to the same Conditions. As
 ‘ witness our Hands and Seals, the _____ Day of _____.’

And on every such Sale the Deed or Transfer (being executed by the Seller and Purchaser of such Share) shall be kept by the Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which

which no more than Two Shillings and Sixpence shall be paid, and the said Clerk is hereby required to make such Entry or Memorial accordingly; and, on Request, a Certificate of each Transfer shall be delivered by him to the Purchaser for his Security, and for which Certificate no more than Two Shillings and Sixpence shall be paid; and until such Memorial shall have been made and entered as above directed such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest for such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

CXXXVI. And be it further enacted, That no Person shall sell or transfer any Share which he shall possess in the said Undertaking, after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he, at the Time of such Sale or Transfer, shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or transferred.

After a Call no Share to be sold until Call shall be paid.

CXXXVII. And be it further enacted, That the said Directors shall and they are hereby required to cause a true, exact, and particular Account to be kept and annually made up and balanced twice in every Year; (that is to say,) on the Thirtieth Day of *June* and the Thirty-first Day of *December* in each Year, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of or for the said Company up to that Period; and it shall be lawful for the said Company, and they are hereby empowered, from Time to Time, at the Annual General Meeting of the Proprietors of the said Undertaking, or at any Special General Meeting to be from Time to Time held as aforesaid, or at some Adjournment thereof, to declare a Dividend out of the clear Profits of the said Undertaking, if the Majority of the Proprietors present at any such Meeting shall think proper so to do; and such Dividend shall be at and after the Rate of so much *per* Share upon the several Shares held by the Members thereof in the Joint Stock of the said Company, as such Meeting shall determine: Provided always, that no Dividend shall be made whereby the Capital of the said Company shall be in any Degree reduced or impaired, nor shall any Dividend be paid in respect of any Share, after a Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid.

Accounts to be made up annually.

Dividend to be declared.

CXXXVIII. And whereas by the Death of or by other after-mentioned Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid or may belong; be it therefore enacted, That before any Person who shall claim any Part of the Profits of the said Undertaking in Right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, an Affidavit (or solemn Affirmation by any

For ascertaining the Proprietorship of Shares in case of the Marriage or Death of the Proprietors

[*Local.*]

12 F

Person

Person of the Society of Quakers) in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made and sworn to, or solemnly affirmed, by some credible Person, before some Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept by the said Clerk for the Entry of Transfers or Sales of Shares; and before any Person who shall claim any Part of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will, or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Clerk, or a Copy of so much of such Will as shall relate to the Share of the Testator or Intestate shall be made and sworn to, or solemnly affirmed to, by the Executors of the said Will, or the Administrators of the Intestate, before some Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace as aforesaid, and shall also be transmitted to the said Clerk, who shall file and enter the same as herein-before mentioned; and in all Cases, other than as herein-before mentioned, when the Right and Property of any Share of the said Undertaking shall pass from any Proprietor thereof to any other Person by any other legal Means than by a Transfer and Conveyance thereof, duly made and executed as herein-before directed, an Affidavit or solemn Affirmation in Writing shall be made and sworn to, or solemnly affirmed to, by some credible Person, before some Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace as aforesaid, stating the Manner in which such Share hath been passed to such other Person, and such Affidavit or solemn Affirmation shall be transmitted to the Clerk of the said Company, who shall thereupon register and enter the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Clerk shall be entitled to receive for each such Entry, as is herein-before directed, no more than Two Shillings and Sixpence; and the said Company shall not be bound to see to the Execution of any Trust (whether express or constructive) to which any Share aforesaid shall be subject or liable.

Interest to be paid, until Railway is completed, upon Sums advanced above 10*l.* per Share.

CXXXIX. And be it further enacted, That after the Sum of Ten Pounds shall have been called for and paid in respect of any Shares in the said Undertaking, and until the said Railway hereby authorized to be made shall be completed and open to the Public, the said Company shall and they are hereby empowered to pay Interest, after the Rate of Three Pounds for every One hundred Pounds by the Year, upon the Principal Monies which for the Time being shall amount to or exceed the Sum of Ten Pounds for or in respect of any such Share, and which shall be so subscribed and actually paid as aforesaid, which Interest shall commence and be computed from the Fifth Day of *April* or the Fifth Day of *October* in each Year within either of which Periods the Payment of such Principal

cipal Monies or of the Instalments thereof respectively shall have been made.

CXL. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company, or to the Directors or Treasurer for the Time being of the said Company, for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of One Proprietor of a Share sufficient,

CXLI. And be it further enacted, That in all Cases where Money shall be payable, under the Provisions of this Act, to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian, if any, or if not, of the Parent of such Minor, or of the Committee, if any, or if not, of the Parent, or if none, of a Brother or Sister of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Receipt of a Parent or Guardian of a Minor sufficient.

CXLII. And be it further enacted, That it shall be lawful for the said Company from Time to Time, and at such Time or Times as they may think proper, to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Carriages which shall be moved or propelled upon the said Railway by locomotive Engines or other Power, for the Conveyance of Passengers or Cattle, Animals, or other live or dead Stock, and otherwise, or of any Articles, Matters, or Things whatsoever, any Rate or Toll not exceeding the following; (that is to say,)

Power to take Tolls for Coaches and other Carriages using the Railway.

For every Person passing in or upon any such Carriage for any Distance, the Sum of Nine-pence:

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle carried in or upon any such Carriage for any Distance, the Sum of One Shilling:

For every Calf, Sheep, Lamb, or Pig carried in or upon any such Carriage for any Distance, the Sum of Four-pence:

For every other Animal or live Stock of any Description, carried in or upon any such Carriage for any Distance, the Sum of Two-pence:

For every Carriage, of whatever Description, 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 from any Distance, the Sum of Two Shillings:

For every Article, Matter, or Thing carried in or upon any such Carriage for any Distance, the Sum of Sixpence *per* Hundred Weight, and so in proportion for any fractional Part thereof.

CXLIII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, to use

Company to carry Goods. &c.

use and employ locomotive Engines and other moving Power, and therewith to carry and convey upon the said Railway all such Passengers and Cattle, Animals, or other live or dead Stock, Carriages, and all such Articles, Matters, and Things as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage and Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls herein-before authorized to be charged and received as and for Tonnage and Tolls, any Sum not exceeding the following Sums ; (that is to say,)

For every Person passing in or upon any such Carriage for any Distance, not exceeding the Sum of Nine-pence :

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle, carried in or upon any such Carriage for any Distance, the Sum of One Shilling :

For every Calf, Sheep, Lamb, or Pig carried in or upon any such Carriage for any Distance, the Sum of Four-pence :

For every other Animal or live Stock of any Description, carried in or upon any such Carriage for any Distance, the Sum of Two-pence :

For every Carriage, of whatever Description, 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 for any Distance, the Sum of Two Shillings :

For every Article, Matter, or Thing, exceeding One hundred Pounds in Weight, carried in or upon any such Carriage for any Distance, the Sum of Sixpence *per* Hundred Weight, and so in proportion for any fractional Part thereof.

Company empowered to fix the Price of small Parcels.

CXLIV. Provided always, and be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for ascertaining and fixing the Price or Sum to be charged or taken for the Carriage of any Parcel (not exceeding One hundred Pounds Weight) for any Distance upon the said Railway, and from Time to Time to repeal or vary the same as to them shall seem proper.

Power to reduce the Tolls, Rates, &c.

CXLV. And be it further enacted, That it shall be lawful for the said Company from Time to Time, and as often as they shall think fit, to reduce all or any of the Rates, Tolls, or Sums by this Act authorized to be taken as herein-before mentioned, and afterwards from Time to Time again to raise the same or any of them, so that the same shall not at any Time exceed the Amount by this Act authorized.

Owners of Carriages to give Account of Lading.

CXLVI. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing upon the said Railway shall give an exact and true Account in Writing, signed by them, to the Collectors of the Rates, Tolls, or Sums by this Act authorized to be taken at the Places where they shall attend for that Purpose, of the respective Number of Passengers, Cattle, or Animals, and of the Quantity of live and dead Stock, or of any Articles, Matters, or Things as aforesaid, which shall be in the Carriages so belonging to

to them or under their Care; and in case any such Owner or other Person as aforesaid shall neglect or refuse to give and deliver such Account, or to produce his Bill of Lading, to any Collector demanding the same, or shall give a false Account with an Intent to avoid the Payment of any of the said Rates, Tolls, or Sums, and shall be thereof convicted before any Justice of the Peace acting within his Jurisdiction, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings, over and above the Rate, Toll, or Sum the Payment of which shall be attempted or intended to be evaded.

CXLVII. And be it further enacted, That it shall be lawful for the said Company, by Writing under the Common Seal of the said Company, at any Time to let to farm the Rates, Tolls, and Sums hereby made payable, or any Part thereof, unto any Person, for any Term which the said Company or the said Directors shall think proper, not exceeding Three Years from the Commencement of any such Lease, and to commence in possession upon or within Two Calendar Months next after granting the same; and every such Lease shall be valid and effectual; and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates, Tolls, or Sums so let, shall, during the Continuance of any such Lease, be deemed Collectors of the Rates, Tolls, or Sums so let, but for the proper Use of the Lessees, and shall have the same Power and Authority for collecting and recovering the same as if they had been appointed for that Purpose by the said Company; provided that public Notice of the Intention to let the said Rates, Tolls, and Sums, or the Part thereof intended to be let, shall be given in Writing by the said Directors or by the Clerk of the said Company, by Advertisement published in some Two or more *London* Newspapers, at least Fourteen Days prior to any General Meeting at which it may be intended or proposed that the said Rates, Tolls, and Sums, or any Part thereof, shall be let as aforesaid.

Company
empowered
to lease the
Rates, Tolls,
&c.

CXLVIII. And be it further enacted, That in case any of the Rates, Tolls, or Sums arising by virtue of this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by such Lessee or Farmer shall be in arrear or unpaid for the Space of Four Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates, Tolls, or Sums, or in case any temporary or other Collector of any of the said Rates, Tolls, or Sums shall be discharged from his Office by virtue of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family, or any Representative of any such Collector who shall die, abscond, absent himself, or be discharged, or any other Person being in possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided

Power of
Re-entry.

[*Local.*]

12 G

under

under the Powers of this Act, for or within the Space of Four Days after Demand thereof made in Writing given or left at such Toll House, Weighing Machine, or Building, or at any of such Toll Houses, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or other Person, such Demand in Writing to be signed by any Two or more of the said Directors (although not assembled at a Meeting), or by the Clerk or Treasurer for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any Justice of the Peace acting within his Jurisdiction, upon Application made by the said Directors, or by the Treasurer or Clerk for the Time being of the said Company, by Warrant under his Hand and Seal, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll House, Weighing Machine, or other Building, with the Appurtenances thereto belonging, and to remove and put such Lessee or Farmer, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates, Tolls, or Sums, and to put the said Company, or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Directors, if they shall see fit, to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes (save as to the Covenants and Agreements for Payment of the Rent thereby reserved or otherwise unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part); and it shall be lawful for the said Directors in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Rates, Tolls, and Sums to any other Person, or cause them to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Lists of Tolls, Rates, &c. to be affixed in conspicuous Places.

CXLIX. Provided always, and be it further enacted, That the said Company shall cause to be painted on Boards, and affixed and continued, and renewed as often as the same shall be obliterated or defaced, in some conspicuous Place at the Commencement and Termination of the said Railway, in large and legible Characters, an Account or List of the several Rates or Tolls which the said Company shall from Time to Time direct and appoint to be taken, and of the Prices or Sums of Money to be taken, for the Carriage of Passengers, Articles, Matters, or Things as aforesaid upon the said Railway in manner herein directed; and in case any Owner or Master of, or Person having or assisting in the Charge of, any Carriage passing upon the said Railway, or any Collector of the said Rates, Tolls, or Sums aforesaid, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount therein specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit any Sum not exceeding Five Pounds for every such Offence.

CL. Pro-

CL. Provided always; and be it further enacted, That it shall not be lawful for the said Company to demand or take any of the Rates, Tolls, or Sums by this Act granted, except during such Time as the Board on which such Rates, Tolls, or Sums shall be so painted as aforesaid shall remain affixed as aforesaid.

Tolls, Rates, &c. only payable whilst Board remains.

CLI. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board whereon any Bye Laws, Orders, or Rules, Rates, Tolls, or Sums, shall have been painted as aforesaid, or shall concur or aid therein, he shall on Conviction forfeit and pay to the said Company a Sum not exceeding Five Pounds for every Offence.

Penalty on Persons defacing the Boards.

CLII. And be it further enacted, That every Collector of the Rates, Tolls, or Sums hereby authorized shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Place at which any of the said Rates, Tolls, or Sums shall be collected or received, whereat he shall be on Duty, immediately on his coming on Duty, each of the Letters of such Names to be at least Two Inches in Length and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the same Rates, Tolls, or Sums shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate, Toll, or Sum than he shall be authorized to do by virtue of the Power of this Act, or of the Orders and Resolutions of the said Company made in pursuance thereof, or shall demand or take a Rate, Toll, or Sum from any Person who shall be exempt from Payment thereof and claim such Exemption, or shall refuse to permit or shall not permit any Person to read, or shall in anywise hinder any Person from reading, the Inscriptions on the Board to be affixed and placed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, on having paid the legal Rates, Tolls, or Sums, or shall, in answer to such Demand, give a false Name, or upon the legal Rate, Toll, or Sum being paid, or tendered shall unnecessarily detain or wilfully obstruct or prevent any Passenger from passing on the said Railway, or shall make use of any scurrilous or abusive Language to any Passenger, or to any Treasurer, Clerk, Engineer, or other Officer of the said Company, then and in every such Case every such Toll Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For preventing Toll Collectors misbehaving.

CLIII. And be it further enacted, That the Rates, Tolls, and other Sums hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Directors shall, by Notice to be annexed to the Account or List of Rates, Tolls, or Sums, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates, Tolls, or Sums as may have accrued due to the Person appointed to receive the same as aforesaid, the said Directors may,

Recovery of Rates, Tolls, &c.

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in case such Rates, Tolls, or Sums shall amount to the Sum of Twenty Pounds or upwards, sue for and recover the same by Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Person to whom such Rates, Tolls, or Sums ought to have been paid may and he is hereby empowered, whether such Rates, Tolls, or Sums shall amount to the Sum of Twenty Pounds or not, to seize the Articles, Matters, or other Things for or in respect whereof any such Rates, Tolls, or Sums ought to be or to have been paid, or any Part thereof, and the Carriages laden therewith, and detain the same respectively until such Payment shall be made, together with reasonable Charges for such Seizure and Detention; and if such Articles, Matters, or other Things as aforesaid shall not be redeemed within Five Days next after the taking thereof, the same shall be appraised and sold as the Law directs in Cases of Distress for Rent: Provided always, that in case such Rates, Tolls, or Sums so due as aforesaid shall not amount to the Sum of Twenty Pounds, it shall not be lawful for the said Company to sue for the same by Action of Debt or on the Case, but the same shall and may be recovered by Distress and Sale only, as is herein mentioned.

Disputes about the Amount of Rates, Tolls, &c. to be determined by a Justice.

CLIV. Provided always, and be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates, Tolls, or Sums due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or, as the Case may require, the Proceeds of the Sale thereof, until the Amount of the Rates, Tolls, or Sums due, or, as the Case may require, the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath of the said Parties or other Witness, and determine the Amount of the Rates, Tolls, or Sums due, or, as the Case may be, of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Owners to put their Names on the Outside of their Carriages.

CLV. And be it further enacted, That the respective Owners of Carriages passing along the said Railway shall cause their Names and Places of Abode, and the Numbers of their respective Carriages, to be entered with the Clerk of the said Company, and shall also cause such Names and Places of Abode and Numbers to be painted and continued in large, conspicuous, white, or coloured Capital Letters and Figures on a black or coloured Ground, Two Inches in Length at least, and of a proportionate Breadth, on some conspicuous Part of the Outside of each such respective Carriage, so as to be always open to View; and every Owner of or other Person having the Care of any such Carriage who shall conduct the same upon the said Railway without having such Names, Residence, and Figures marked thereon respectively as herein-before directed; or who shall alter,

erase, deface, or hide such Names, Residence, or Figures, or any of them, or any Part thereof, or shall fix thereon any false Name, Residence, or Figure, shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

CLVI. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by such their respective Carriages, or by any Persons belonging to or employed by them respectively, to the said Railway, or to any of the other Works made under the Authority of this Act, either by loading or unloading of such respective Carriages, or by any Means whatsoever; and every such Owner shall, for every such Trespass, Damage, or Mischief, upon Conviction of any such Person so employed as aforesaid, before some Justice of the Peace, either by the Confession of the Party offending or upon the Oath of some credible Witness, pay to the said Company or to the Person injured the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels of the Owner of such respective Carriage by Warrant under the Hand and Seal of such Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if the Value or Amount of such Trespass, Damages, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such respective Carriage, and his Executors or Administrators, may be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made, or by Default or upon Demurrer, the Plaintiff in any such Case shall recover Damages thereby sustained, with full Costs of Suit.

Owners of Carriages to be accountable for Damage done by their Servants.

CLVII. Provided always, and be it further enacted, That in case any Owner of any such Carriage passing upon the said Railway shall be compelled to pay any Penalty, or to make any Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both, as the Case may be, with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand, and Oath made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them, as the Case may be, and that the same have not or hath not been repaid to him by such Servant, although demanded, (such Oath being made before some Justice of the Peace acting within his Jurisdiction,) such Penalty and Satisfaction, or either of them, (as the Case may be,) and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods

Owners may recover from their Servants any Sums paid for their Neglect, &c.

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and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, (as the Case may be,) and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner, in discharge of such Penalty and Satisfaction or either of them, and the Costs, so by him paid for the wilful Neglect or Default of such Servant aforesaid; and in case no sufficient Distress can be had, such Justice shall and is hereby required to commit such Servant to some Common Gaol or House of Correction for the County within which the Offence shall arise, there to remain, without Bail or Mainprize, for any Time not exceeding Three Calendar Months.

Penalty on Persons obstructing free Course of Railway.

CLVIII. And be it further enacted, That if any Person shall wilfully throw, place, scatter, or drop any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, unless by Authority of the said Company, or shall wilfully obstruct or prevent any Person in the Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he shall forfeit and pay any Sum not exceeding Twenty Pounds nor less than Five Pounds for every such Offence.

Penalty for destroying Works.

CLIX. And be it further enacted, That if any Person shall wilfully, and to the Injury of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or take away any Part of the said Railway, or other Works erected or made by virtue of this Act, or any Part of the Materials thereof respectively, every Person, being lawfully convicted of any such Offence, shall be subject and liable to the like Pains and Penalties as in Cases of Felony, and the Court by and before whom such Person shall be tried and convicted shall have Power and Authority to cause such Person to be transported for the Term of Seven Years, or, in mitigation of such Punishment, such Court may award such Sentence as the Law directs in Cases of Simple Larceny.

Company for regulate the Passage on the Railway.

CLX. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to make such Orders and Regulations as they shall think proper for or relating to Carriages passing upon the said Railway, and for or relating to the Power to be used for propelling such respective Carriages, and also for or relating to the Speed with which they shall travel, and also for the loading thereof respectively, and for passing upon or using the said Railway, and also for the Delivery of all Cattle, Animals, or other live or dead Stock, and of all Articles, Matters, and Things which shall be conveyed in or upon such Carriages, and generally for using and working such Railway and other Works by this Act authorized; and all such Orders and Regulations shall be submitted to Two or more Justices of the Peace acting within their Jurisdiction, not being Proprietors of the said Company, and when ratified by such Justices shall be binding upon and be conformed to by the said Directors, and by all Owners of and Persons having the Care or Conduct of such respective Carriages, and by all Persons using or working such Railway or other Works as

aforesaid, upon pain of forfeiting a Sum not exceeding Forty Shillings for every Default.

CLXI. And be it further enacted, That if any Carriage using the said Railway shall be suffered to remain on any Part of the said Railway or other Works connected therewith, so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage shall not immediately upon Request made remove the same, then and in any such Case such Person shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such respective Carriage to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such respective Carriage until the Charges occasioned by such Removal shall be paid; and the said Company shall not, nor shall any Officer, Agent, or other Servant of the said Company, be liable or accountable for any Damage or Loss occasioned by any such Removal, or for any Delay occasioned thereby, nor in any other way relating thereto, except for wilful Damage done to any such respective Carriage so removed, nor shall they or he be liable for the safe Custody of any such Carriage so removed, unless the same shall be wrongfully detained by the said Company or by the said Agent or Officer, and then only so long a Time as the same shall be so detained.

Penalty on obstructing Railway by leaving Carriages, &c.

CLXII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of any Lands through which the said Railway and Works shall be made to connect the said Railway and Works by Arches, Mounds, or other Means with the adjoining Lands, or with any Houses or Buildings which may be erected upon the said adjoining Lands, (but without Prejudice to the said Railway or any of the Works by this Act authorized to be erected and built,) and provided the same be done under the Superintendence and to the Satisfaction of the Engineer or Surveyor to the said Company.

Owners of Land may connect same with Railway.

CLXIII. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and set up, and from Time to Time maintain, such and so many convenient Gates in and upon or adjoining the said Railway, and such Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from such Railway, of such Dimensions and in such Manner as Two Justices of the Peace for the County within which the same shall be situate shall from Time to Time judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners and Occupiers of the Lands through which such Railway shall be made, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout, by reason of such Railway or any other Matter or Thing to be done in pursuance of

Company to erect Gates, &c. for Protection of adjoining Lands.

of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents, Surveyors, and Workmen, are hereby empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages in Carts and other Carriages across or along such Lands in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or set up, or to maintain, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, as herein-before directed, or any of them, for the Space of Thirty Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and set up, or, as the Case may require, to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and set up as aforesaid, so that in making, or repairing and maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, the said Railway or any of the Works by this Act authorized to be made and erected by the said Company shall not be obstructed for any longer Space of Time, or be used in any other Manner, than shall be unavoidably necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and set up, repaired or maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid by the said Company, within the Space of Thirty Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no Bridge or Arch shall be required to be erected or made, or shall be erected or made, over or under the said Railway, or any

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Part thereof, at or in any Place or Manner at or in which the same would, if so made, prevent or obstruct the working or using of the said Railway.

CLXIV. Provided always, and be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made by the said Company are insufficient, either in Number or Situation, for the commodious Use and Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owners or Occupiers, with the Consent of the said Company, upon Request made to them, or in case of their Refusal for the Space of Thirty Days next after such Request, then with the Consent of the said Justices, to make and erect, at the Costs and Charges of such Owners or Occupiers, any other Gates, Bridges, Arches, Culverts, Fences, Ditches, Drains, or Passages of the same or like Construction or Form with those made and erected by the said Company in, upon, along, or near to the said Railway, in such Places as shall be found and adjudged most necessary and convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands, and which shall thenceforth be repaired and maintained by and at the Costs and Charges of the respective Owners or Occupiers for the Time being of the respective Lands, the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage through or along the said Railway be not prevented or obstructed thereby for any longer Space of Time, or in any other Manner, than the same would necessarily have been if such Gates, Bridges, Arches, Culverts, Fences, Ditches, Drains, and Passages had been made or erected by the said Company.

Owners of Land empowered to erect Gates, &c. on Insufficiency of those erected by the said Company.

CLXV. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of any Lands through which the said Railway shall be made, and their Servants and Workmen, at all Times to pass and repass directly over and across or under such Part of the said Railway as shall be made in and upon the said Lands, and also along and upon the same, so far only as their own Lands extend and adjoin such Railway, not damaging or obstructing the same or the Passage thereof, without Payment of any Toll for the same, provided they shall not pass across, along, or upon any other Part of the said Railway: Provided also, that it shall be lawful for the respective Occupiers of any Lands through which the said Railway shall be made, and their Servants, to ride, lead, or drive any Horse, Mule, or Ass, Cow or any other Neat Cattle, Sheep, Swine, or any other Beast, along and upon the said Railway, as far only as the Lands in their Occupation shall extend, for the Purpose only of occupying the same Lands, such Persons not damaging or obstructing the said Railway or the Passage thereof.

Owners and Occupiers of adjoining Lands to pass along Railway without Payment of Toll.

CLXVI. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and use the said Railway with Carriages properly constructed as by this Act directed, upon Payment

Passage on Railway to be free on Payment of Tolls.

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only of such Rates, Tolls, and Sums as shall be demanded by the said Company, not exceeding the respective Rates, Tolls, or Sums herein-before mentioned or referred to, and subject to the Rules and Regulations which shall from Time to Time be made by the said Directors by virtue of the Powers herein granted.

Railway not to be used as a Passage for Horses or other Cattle.

CLXVII. And be it further enacted, That if any Person (save and except the said Company, and their Agents and Servants employed by them, and by them only, for the Purposes of the Railway,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or aid or assist in leading or driving, upon such Railway or any Part thereof, without the Licence and Consent of the said Company, any Horse, Mule, or Ass, or shall lead or drive, or cause to be led or driven thereon, or aid or assist in leading or driving thereon, any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, (except only in directly crossing the same at Places to be appointed for that Purpose, and except also in passing along the same as aforesaid for the necessary Occupation of the respective Lands through which the said Railway may be laid,) every Person so offending shall forfeit and pay any Sum not exceeding Twenty Shillings for every such Offence.

Penalty on Persons on Foot using Railway.

CLXVIII. And whereas it might be very injurious to the said Railway, and inconvenient and dangerous to the Public, if the Railway were permitted to be used by Persons on Foot; be it therefore enacted, That if any Person shall travel or pass on Foot upon the said Railway, (except for the Purpose of attending any Carriage under his Care, and except any Officer or other Person in the Employ of the said Company, and also except the Owners or Occupiers of any of the Lands or Premises adjoining to the said Railway, their Servants and Workmen, in passing across or along the same, as herein-before authorized, to and from their respective Lands through which the said Railway may be made,) every Person so offending shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Carriages not to be used unless constructed as directed by the Company.

CLXIX. And be it further enacted, That no Carriage for the Conveyance of Passengers, or Cattle, Animals, or other live or dead Stock, or any Articles, Matters, or Things, shall be permitted to pass upon the said Railway, unless the same shall be constructed agreeably to the Orders and Regulations, and approved of by the Engineer or other Agent of the said Company authorized for that Purpose; which Orders and Regulations shall be painted on Boards, and fixed upon some conspicuous Place at the Commencement and Termination of the said Railway, except in crossing or passing along the same as herein-before authorized, for the convenient Occupation of the respective Lands through which such Railway shall be laid; and if any Person shall pass upon any Part of the said Railway with any such Carriage not constructed in the Manner herein-before directed (except as aforesaid), he shall forfeit and pay to the said Company any Sum not exceeding Twenty Pounds nor less than Five Pounds for every such Offence.

CLXX. And

CLXX. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the locomotive and other Engines to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Controul of the said Company; be it therefore enacted, That no locomotive or other Engine shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine, and to report thereon to the said Company, who shall within Seven Days after such Report, in case such Engine shall be found fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, upon the Report of their Engineer or other Agent of any Engine used upon the said Railway being out of Repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine without having first obtained such Certificate of Approval as aforesaid, or in case after Notice given by the said Company to remove from or not to use upon the said Railway any such insufficient Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove, or shall use upon the said Railway without having first repaired and made fit for Use any such Engine to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence, and the said Company are hereby authorized to remove such Engine from the said Railway.

Engines used on Railway to be approved by Company's Engineer.

CLXXI. Provided always, and be it further enacted, That no locomotive Engine or other Engine to be used by the said Company or any Person upon the said Railway shall be fed or supplied with Fire by Coals, but every such Engine shall be fed or supplied with Fire only by good Coke or Charcoal, or by other Fuel which shall not cause or emit any Smoke, and as far as is practicable every such Engine shall not emit any Smoke or cause any Smoke to escape therefrom; and if the said Company or any Person shall use or cause to be used upon the said Railway any locomotive Engine or other Engine which shall be fed or supplied with Fire by Coals, or any Engine which shall emit Smoke, contrary to the Provisions herein contained, the said Company or Person who shall use or cause to be used any such Engine shall forfeit and pay the Sum of Five Pounds for every Time that such Engine shall be so used.

Steam Engines not to burn Coals.

CLXXII. And be it further enacted, That the Boiler of every locomotive Engine to be used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered and applied

Steam Engines and locomotive Engines to consume

as

their own
Smoke.

as other Penalties are herein-after directed to be recovered and applied.

For fencing
off Railway
through pri-
vate Lands.

CLXXIII. Provided always, and be it further enacted, That the said Company shall and they are hereby required, at their own proper Charges, after any Land shall be taken for the Use of the said Railway or other Works, to divide and separate the same, and to keep the same constantly divided and separated, from the Lands adjoining to such Railway or other Works, with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same, instead of erecting Gates across the same as aforesaid; and the said Company shall also make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid, all such Gates being made to open towards such Lands; and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences.

Company to
make suffi-
cient Drains
to carry
Water off the
Land.

CLXXIV. And be it further enacted, That the said Company shall and they are hereby required, at their own proper Costs and Charges, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Land adjacent thereto shall be deprived, of as easy Access as before to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Springs, or Streams of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source which can readily be obtained for that Purpose; and it shall be lawful for the said Company, and they are hereby required, from Time to Time to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels for the same respectively, as any Two or more Justices of the Peace acting within their Jurisdiction shall from Time to Time judge necessary and appoint (in case there shall be any Dispute about the same) for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources, to the said Watering Places respectively; and all such

Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or, being made, are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, it shall be lawful for any Person to apply for an Order in Writing from any Two or more Justices of the Peace as aforesaid from Time to Time as often as there shall be Occasion, and the said Justices are hereby authorized and empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Charges thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may, by virtue of this Act, be levied and recovered upon or from the said Company.

CLXXV. And be it further enacted, That in all Cases wherein it may be necessary for any Person or Party to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon the said Company, Service thereof respectively upon any one of the said Directors of the said Company, or left at their last or usual Places of Abode, or upon the Clerk or Treasurer of the said Company, or left at the Office of such Clerk or Treasurer, or at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any other Agent of or Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Directing
what shall
be good Ser-
vice of Notice
on the Com-
pany.

CLXXVI. And be it further enacted, That in all Cases wherein it may be necessary for the said Company to give any Notice to any Body Politic, Corporate, or Collegiate, or to any Person whomsoever, under the Provisions or Directions contained in this Act, such Notice shall or may be in Writing or in Print, or partly in Writing and partly in Print, and be signed by any one of the said Directors, or by the Clerk for the Time being of the said Company, or by the Treasurer of the said Company, without being required to be under the Common Seal of the said Company, and such Notice shall be delivered to such Person, or be left at his last or usual Place of Abode, or be delivered to some Member of such Corporation, or be left at his last or usual Place of Abode, or to some Clerk or other Officer of such Corporation, or be left at the Office of such Clerk or Officer, or at his last or usual Place of Abode, except in Cases in

Declaring
what shall be
good Service
of Notice by
the Company.

[*Local.*]

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which

which any other Mode of giving such respective Notices is by this Act particularly directed.

Railway, &c.
vested in the
Company.

CLXXVII. And be it be further enacted, That the said Railway, and other Works, Matters, and Things thereunto belonging, and all the Materials thereof, or for the constructing, making, completing, or at any Time hereafter repairing the same, and all Engines, Tools, Implements, and Things, of whatsoever Description the same may be, hereafter provided for any of the Purposes of this Act, or of the said Railway or other Works, and also all Books, Writings, Papers, and Documents relating to the Execution thereof, and all Sums of Money and Securities for Money, of what kind the same may be, belonging to the said Company, shall be and are hereby vested in the said Directors and their Successors for the Use of the said Company.

If Railway
not com-
pleted in
Five Years,
Power to
cease, except
as to such
Part (if any)
as shall be
completed.

CLXXVIII. Provided also, and be it further enacted, That in case the said intended Railway and other Works as aforesaid shall not have been made and completed within the Space of Five Years, to be computed from the passing of this Act, then, from and after the Expiration of the said Term of Five Years, all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and other Works as shall have been declared and certified to be completed within the said Term by the Justices of the Peace of the said Counties of *Surrey* and *Kent*, assembled at any Quarter Sessions of the Peace to be held in and for the said Counties, or at One of them, at any Time before the Expiration of the said Term of Five Years, or within Three Calendar Months after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath or Affirmation, to be produced before them for that Purpose.

If Railway
abandoned
by the Com-
pany, Land to
vest in Own-
ers of adjoining
Land
proportion-
ably.

CLXXIX. Provided also, and be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned and given up by the said Company, or after the same shall have been completed shall, for the Space of Three Years, cease to be used and employed as a Railway, then and in such Case the Lands, Tenements, and Hereditaments so taken or used by the said Company for the Purposes of this Act, or otherwise the Part thereof over which the said Railway, or any Part or Portion of such Railway, which shall be so abandoned or given up by the said Company, shall pass or be made, shall vest in the Owner or Owners of the Land adjoining that which shall be so abandoned or given up in manner following; that is to say, one Moiety thereof in the Owner of the Land on the one Side, and the Remainder thereof in the Owner of the Land on the other Side thereof.

For compel-
ling Wit-
nesses to
attend.

CLXXX. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed,

appointed, having been paid or tendered a reasonable Sum for his Costs and Charges, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or (in the Case of a Quaker, on solemn Affirmation,) to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

CLXXXI. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, for any Claim or Compensation against or for or on behalf of the said Company, and also in all Prosecutions commenced or instituted by or on behalf of the said Company, and in all Arbitrations, References, and other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for the Clerk for the Time being of the said Company, with the Approbation of the said Directors, and in the Name of such Clerk, for and on behalf of the said Company, to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company, so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding aforesaid; and also to do, with the Approbation aforesaid, any other Act, Matter, or Thing in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Clerk of the Company may grant Releases to Witnesses.

CLXXXII. And be it further enacted, That when and as often as any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Five Days after Demand in Writing shall have been made from the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall or may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive

In case of Nonpayment of Compensation of Damages &c. the same to be levied by Distress of the Goods of the Company or of their Treasurer.

receive such Money as or by way of Compensation or Satisfaction for any such Materials, Costs, Damage, or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus of the Money arising from such Sale shall be returned, on Demand, to the Treasurer of the said Company, for the Use of the said Company, or of their Treasurer for the Time being (as the Case may be): Provided always, that it shall be lawful for such Treasurer to retain out of any Money which he shall have received or shall receive in pursuance of this Act all such Damages, Costs, Charges, and Expences as he shall have sustained or have been put unto by virtue of any such Warrant as aforesaid.

Recovery and
Application
of Penalties.

CLXXXIII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof (the Manner of levying and recovering whereof is not herein otherwise particularly directed), may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the County wherein the Cause or Matter of Complaint may have arisen, on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised and recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; and all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, one Moiety to the Informer, and the Remainder to the Treasurer of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, one Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices, and they are hereby required, to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless such Offender shall give sufficient Security, to the Satisfaction of such Justices, for his Appearance before such Justices, or before some other Justices of the Peace of the said County, on such Day as shall be appointed for the Return of such Warrant of Distress (such Day not being more than Eight Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalties, and such Costs and Expences as aforesaid, and the same shall not forthwith be paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession
of

of the Offender or otherwise, that he has not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied, if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress; but in such Case it shall be lawful for such Justices, and they are hereby required, by Warrant under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the County within their Jurisdiction, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be sooner paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

CLXXXIV. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment, or of any Dispute respecting the same, shall be ascertained and determined by some Justice of the Peace; and where by this Act any Damages or Charges are directed to be paid, in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

Damages and Charges, in case of Dispute, to be settled by Justices.

CLXXXV. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justices of the Peace, it shall be lawful for the Justices of the Peace before whom Complaint shall be made for any Offence committed against this Act to summon before them the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing shall have been exhibited before such Justices; and all such Proceedings by Summons, without Information in Writing, shall be as valid and effectual to all Intents and Purposes as if an Information in Writing had been exhibited.

Justices may proceed by Summons in recovering Penalties.

CLXXXVI. And be it further enacted, That it shall be lawful for any Collector, Surveyor, or other Officer of the said Company, or for any Police Officer or Constable, and all such Persons as he shall call to his Assistance, to seize and detain any Person, being unknown to such Collector, Surveyor, or other Officer, who shall commit any Offence against this Act, and to convey him before some Justice of the Peace for the County wherein the Offence shall be committed, without any Warrant or other Authority than this Act for so doing;

For securing transient Offenders.

[Local.]

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and

and such Justice is hereby empowered and required to proceed immediately to the Conviction, hearing, and determining of the Complaint.

Forms of Information and Conviction.

CLXXXVII. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (whenever an Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Form of Information.

‘ } BE it remembered, That on the Day of
 ‘ to wit. } A. B. of informeth me
 ‘ [or us] of His Majesty’s Justices of the Peace
 ‘ for that of [here describe
 ‘ the Offence, with the Time and Place,] contrary to an Act passed in
 ‘ the Third Year of the Reign of His Majesty King *William* the Fourth,
 ‘ intituled [here insert the Title of this Act], which hath imposed a
 ‘ Forfeiture of for the said Offence.
 ‘ Taken the Day of before me
 ‘ [or us]

Form of Conviction.

‘ } BE it remembered, That on the Day of
 ‘ to wit. } A. B. is convicted before me [or us]
 ‘ of His Majesty’s Justices of the Peace for the County
 ‘ of [specifying the Offence, and the Time and Place when
 ‘ and where the same was committed, as the Case may be,] contrary to an
 ‘ Act passed in the Third Year of the Reign of King *William* the
 ‘ Fourth, intituled [here insert the Title of this Act]. Given under
 ‘ my Hand and Seal [or our Hands and Seals] the Day and Year
 ‘ first above written.’

Distress not unlawful for Want of Form.

CLXXXVIII. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor any Party making the same deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto; nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him; but all Persons aggrieved by such Defect or Irregularity shall and may recover full Satisfaction for the special Damage in an Action upon the Case.

Persons aggrieved may Appeal to Quarter Sessions.

CLXXXIX. And be it further enacted, That all Bodies and Persons who may think themselves aggrieved by any Bye Law, Rule, or Order of the said Company, or any Order or Judgment made or given in pursuance of any Bye Law, Rule, or Order of the said Company, or of the said Directors and the said Company, and all other Bodies and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace, relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or

given appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County wherein the Cause of Appeal shall happen to arise, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice entering into Recognizance before some Justices of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall, in a summary Way, either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, adjourn the hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, or may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Rule, Order, Judgment, or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they in their Judgment shall think just and reasonable.

CXC. Provided always, and be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper, purporting to be the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence of such Bye Laws, Rules, or Orders, and it shall be sufficient to prove that a Board, painted according to the Directions of this Act, purporting to be a Copy of such Bye Laws, Rules, or Orders, hath been affixed and published in manner by this Act directed; and in case of its being afterwards displaced or damaged hath been replaced by another such Board as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

Authenti-
cated Bye
Laws to be
Evidence.

CXCI. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Proceedings
not to be
quashed for
Want of Form.

CXCII. Provided always, and be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or to be done in pursuance of this Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed in, by, or under this Act, unless Twenty-one Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, or Information to the intended Defendant, nor unless such Action, Suit, or Information shall be brought or commenced within Six Calendar Months

Limitation
of Actions.

Months next after the Fact committed; or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, or Information may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done by the Authority of this Act; and if it shall appear to have been so done, or that such Action, Suit, or Information shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or suffer a Discontinuance of his Action, Suit, or Information, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in any other Cases.

Plaintiff not
to recover
after Tender
of Amends.

CXCIII. Provided also, and be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

General
Power to
Justices to
administer
Oaths.

CXCIV. And be it further enacted, That in all Cases where any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

Saving the
Rights of the
Commiss-
sioners of
Sewers.

CXCV. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice or diminish, alter, abridge, or take away, any of the Rights, Powers, or Authorities vested in the respective Commissioners of Sewers for the Limits extending from *East Moulsey* in the County of *Surrey* to *Ravensborne* in the County of *Kent*, or for the Limits extending from the Head of the said River *Ravensborne* to *Lombards Wall* in the said County of *Kent*, but all the Rights, Powers, and Authorities respectively vested in them shall be as good, valid, and effectual as if this Act had not been passed.

CXCVI. Pro-

- Roads in the several Parishes of Lambeth, Newington, Saint George Southwark, Bermondsey, and Christ Church, in the County of Surrey, and for watching, lighting, and otherwise improving the said Roads; or by an Act passed in the Fourth Year of the Reign of His late*
- 4 G. 4. c. 75. Majesty King George the Fourth, intituled *An Act for lighting, watching, and cleansing the Grange Road and other Parts of the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey; or by an Act passed in the said Fourth Year of the Reign of His said late*
- 4 G. 4. c. 91. Majesty King George the Fourth, intituled *An Act for repairing, maintaining, and improving the Highways and other public Places in the Parish of Saint Mary Magdalen Bermondsey in the County of Surrey; or by an Act passed in the said Fourth Year of the Reign*
- 4 G. 4. c. 84. of His said late Majesty King George the Fourth, intituled *An Act for more effectually repairing, amending, and improving certain Roads in the several Parishes of Saint Mary Magdalen Bermondsey and Saint Mary at Rotherhithe in the County of Surrey, and Saint Paul Deptford and Saint Nicholas Deptford in the County of Kent; or by an Act passed in the Ninth Year of the Reign of His late Ma-*
- 9 G. 4. c. 120. jesty King George the Fourth, intituled *An Act for more effectually amending the Road leading from the Stones End in Blackman Street, in the Borough of Southwark in the County of Surrey, to Highgate in the County of Sussex, and several other Roads therein mentioned, and for other Purposes relating thereto; but all such Rights, Powers, Authorities, Penalties, Forfeitures, Matters, and Things shall be respectively as good, valid, and effectual as if this Act had not been passed.*

Rules for the Interpretation of this Act.

CXCVII. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as One Matter, several Persons as well as One Person, and Females as well as Males, and Bodies Politic, Corporate, and Collegiate, Aggregate or Sole, Ecclesiastical and Lay, as well as Individuals, unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Public Act.

CXCVIII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

Owners Names.	Lessees Names,	Occupiers Names.	Description of Property.
<i>Parish of St. Olave, Borough of Southwark, County of Surrey.</i>			
<i>Duke Street.</i>			
Parish of St. Olave -	- - - -	- - - -	Vacant Ground.
Parishes of St. Olave and St. John -	- - - -	- - - -	Burial Ground.
Governors of the Free Grammar School of Queen Elizabeth of the Parish of St. Olave -	- - - -	- - - -	Vacant Ground.
The Mayor, Commonalty, and Citizens of the City of London -	- - - -	- - - -	Vacant Ground, South Side of Duke Street.
Ditto -	George Allen -	- - - -	
Ditto -	- - - -	- - - -	Ditto - - Ditto. Ditto - - Ditto - - between Joiners Street and Glean Alley.
-	-	-	
<i>Joiners Street (West Side).</i>			
Joseph Burton -	- - - -	James Gray -	Dwelling House and Yard.
Joseph Dickenson } Jackson - - }	- - - -	Joseph Green -	Ditto.
Ditto -	- - - -	Eleanor Powell -	Ditto, Shop & Ditto.
— Matthews -	Thomas Williams -	Thomas Williams -	Dwelling House and Yard.
Ditto -	Thomas Williams -	Margaret Salter -	Ditto.
— Sanderson -	- - - -	Void -	Shop, Dwelling House, and Yard.
James Minter -	- - - -	James Minter -	
Thomas William Mellar -	James Kean, Thomas Flight -	William Hurley -	Ditto Ditto. Two Houses thrown into One.
-	-	-	
<i>Joiners Street (East Side).</i>			
John Locke -	- - - -	John Locke -	Timber Shed, Yards, &c. Shop, Dwelling House, Yard, &c.
William Smith -	Elizabeth Baker -	Elizabeth Baker -	
Ditto -	- - - -	Hannah Brown -	Ditto.
Ditto -	James Gray -	James Gray -	Cooper's Shop, Shed.
Mayor, Commonalty, and Citizens of the City of London -	- - - -	- - - -	Vacant Ground.
- - - -	- - - -	- - - -	Sewer.

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
<i>At the Back of the vacant Ground facing Duke Street.</i>			
John Norton -	- - - -	R. Mills -	Shop and Dwelling House.
Ditto -	- - - -	Void -	Dwelling House.
Trustees of Christ Church Charity School -	John Norton -	G. Knight -	Ditto.
Ditto -	Ditto -	M. Carroll -	Shop and Dwelling House
Ditto -	Ditto -	D. Crawley -	Dwelling House.
Ditto -	Ditto -	James Lucy -	Ditto.
Ditto -	Ditto -	C. Crawley -	Ditto.
<i>Sherrard's Court.</i>			
A. H. Bowler, James John Bowler, Bowler, and Bowler -	- - - -	F. Fitzpatrick -	Dwelling House.
Ditto -	- - - -	M. Bates -	Ditto.
Ditto -	- - - -	A. Bowler -	Ditto.
Ditto -	- - - -	Ditto -	Ditto.
Ditto -	- - - -	— Todd -	Ditto.
Ditto -	- - - -	Void -	Ditto.
<i>Swan Alley.</i>			
— Dennis -	- - - -	— Donovan -	Dilapidated Dwelling Houses.
Ditto -	- - - -	J. Cafarey -	
Ditto -	- - - -	Patrick Cocker and T. Fitzgerald.	
A. Bowler -	- - - -	Johanna Donovan -	Double Houses, the Backs of which are in Well Alley.
Ditto -	- - - -	Ellen Lane & — Neele	
— Dennis -	- - - -	Void -	Double House, Receptacle for Filth.
<i>Well Alley.</i>			
— Denis -	- - - -	James Hurley -	Dilapidated Dwelling Houses.
Ditto -	- - - -	James Hase -	
Ditto -	- - - -	— Bryan -	
A. H. Bowler, James John Bowler, Bowler, and Bowler -	- - - -	— O'Lary -	Dilapidated Dwelling Houses.
Ditto -	- - - -	— Collins -	
— Dennis -	- - - -	Void -	Double House, Receptacle for Filth.
<i>Glean Alley.</i>			
John Norton -	- - - -	— Sawyer -	Carpenter's Workshop.
Meux & Co. -	- - - -	Thomas O'Leary -	Public House.
Ditto -	- - - -	C. Kirby -	Two-roomed House.
Ditto -	- - - -	R. Mills -	Stable.
<i>Hopkins's Court.</i>			
Trustees of Christ Church Charity School -	John Norton -	Patrick O'Bryan -	Small CottageDwellings.
Ditto -	Ditto -	William Redburn -	
Ditto -	Ditto -	Daniel Sweeney -	
Ditto -	Ditto -	John Neil -	
Ditto -	Ditto -	Dennis M'Carthy -	

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
Captain Andrews - { Dean and Chapter of Canterbury - }	Captain Andrews - Ditto - Reverend B. Lewis -	James Anderson - William G. Watts - - - - - -	Dwelling House, Yard, &c. Ditto, Office, &c. Baptists Chapel, School, &c.
<i>East Side.</i>			
Dean and Chapter of Canterbury - {	Richard Berry - Ditto - Ditto - Samuel Robinson - Ditto - Ditto - - - - - -	Mary Chapman - Void - Charles Jones - Ann Ross - Fanny Garrat - Thomas Farrer - - - - - -	Dwelling House, Yard, &c. Ditto. Canterbury Arms Public House, Yards, &c. Dwelling House and Yard. Ditto. Ditto. Sewer.
<i>The Maze, West Side.</i>			
John Humphery - Thomas Smith - Ditto - Ditto -	- - - - - Wallis - Ditto - Ditto -	John Humphery - Void - John Barrow - Percival Scott -	New Warehouse. Dwelling House, Yard, &c. Ditto. Ditto.
<i>East Side of Maze, Frying Pan Alley, Wallis's Rents.</i>			
George Clarke - In Chancery - George Clarke - Lucretia Addis - John Griffiths - - - - - -	- - - - - George Clarke - - - - - - James Critchfield - Job Heath - Ditto - Ditto - - - - - -	George Clarke - Michael Mirror - Matthew Reynolds - Hugh Ryley - James Lyon - George Clarke - Thomas Clarke - James Critchfield - Thomas Holloway - John Beeching - William Roberts - Frederick Box - Thomas Greenwood - James Clarke - - - - - -	Court-yard, &c. Tenements. Yards. House and Yard, &c. Ditto and Shop, &c. House, Yard, &c. 5 Tenements, Yard, &c. House, Yard, Shop, &c. Sewer.
<i>Foot's Folly, King's Head Yard.</i>			
George Bryant - George Chitty - Thomas Clarke - George Bryand - Dyer Steed - - - - - -	- - - - - Job Heath - - - - - - George Glover - Peter Hosman - John Gibson - - - - - -	Void - John Murray - Void - Daniel Ryan - Benjamin Holly - William Lloyd - - - - - - Hugh Kew - Patrick Lane - George Glover - Peter Hosman - Void - William Hardwick - Henry Fleming - Void - James Gibson - James Lovell - - - - - -	Tenements and Yards. Yards to above Tenements. 2 Tenements and Yards. House, Slaughter-house, Yard, &c. Dwelling-House, Cart- shed, Stables, Yard, &c. Shed, &c. Tenement and Garden. Ditto. Yard, &c. Tenements and Yards, &c. Sewer.

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
<i>Cross Keys Alley, Cross Keys Yard, Bermondsey Street.</i>			
Francis King -	- - -	{ John Sullivan - Void - Jeremiah Donovan - }	Tenements and Yards.
— Woodier -	— Kewley -	{ Donnally Keary - Patrick Donovan - John Driscoll - Timothy Murphy - John Collins - Void - Void - }	Tenements.
- - -	- - -	- - -	{ Yard, &c. to the above Tenements.
The Carpenters Com- pany - }	William Bellingham -	William Bellingham -	Beer Cellar.
Caroline Maria Ap- plebee - }	William Morren -	William Morren -	{ Counting-house, Yard, Warehouse &c.
Ditto - -	Thomas Moulden -	Thomas Moulden -	{ Dwelling House, Ware- houses, Yards, Gar- dens.
Ditto - -	Ditto - -	Henry Smith and Toplis.	- - -
- - -	- - -	- - -	Sewer.
William Clements -	- - -	William Clements -	Shop, Yard, House, &c.
Mary Jordan -	Thomas West -	George Wood -	Ditto.
Ditto - -	Mrs. Goldsworthy -	Ambrose Scrivener -	Ditto.
Ditto - -	{ James Simcoe, John Smeeton, Sub-lessee }	John Smeeton -	Ditto.
Thomas Martin -	- - -	Thomas Jones -	Ditto.
John Tilley Wheeler - }	{ John Bauerman and Francis Christie - }	{ John Bauerman and Francis Christie - }	Ditto.
Ditto - -	John Gould -	William Harris -	Ditto.
Joseph Watson - }	{ James Newberry - Thomas Hunt - }	{ James Newberry - Thomas Hunt - }	{ Ditto. Ditto.
The Worshipful Com- pany of Parish Clerks }	Henry Meux & Co. -	Robert Meckleburg -	{ Three Jolly Hatters Public House, Yard, &c.

Parish of St. John, Borough of Southwark, County of Surrey.

Magdalen College, } Oxford - }	William Shoult -	John Roberts -	Shop, House, Yard, &c.
John Robins - -	- - -	Henry Foster -	Ditto.
Magdalen College, } Oxford - }	{ Thomas Allen Druce, Martha and Mary Ann Quinton, Sub- lessees - }	{ Martha and Mary Ann Quinton - }	Ditto.
- - -	William Alexander -	William Alexander -	Eating House, Yard, &c.
- - -	Joseph Hole -	Henry Marks -	Shop, House, Yard, &c.
Henry Eleanor -	- - -	Henry Eleanor -	{ Marquis of Granby Pub- lic House, Yard, &c.

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
<i>Griffith's Rents, Christopher's Inn, Grigg's Court.</i>			
Queen's College, Cambridge.	John Blay	Thomas Lucy -	House, Shop, Yard, &c.
		Robert Strange -	Ditto.
		John Cecil -	Tenement.
		Void -	Ditto.
		Charles Herne -	Ditto.
		James Hoskins -	Ditto.
		Common -	Cart-shed, &c.
		Robert Strange -	Stable, &c.
		— Warrington	Cowhouse and Part of Yard, &c.
		Thomas Fillis -	Tenements, Yards, &c.
	William Starling -		
	Richard Booth -		
	Michael Flaherty -		
	Joseph Hole	Edward Pegg -	House, Shop, &c.
		Samuel Nathan -	
E. W. Foreman	Thomas Cooper -	Shop, House, Bakehouse, Yard, &c.	
	Commissioners of Pa-		
Lowden's Executors -	-	ving.	Yard, &c.
-	-	-	Sewer.
<i>Grigg's Court.</i>			
Queen's College, Cambridge.	Joseph Hole	John Williams -	Tenement and Yard.
		Eleanor Bateman -	Ditto.
		Thomas Williams -	Ditto.
		Common to the above -	Yards, &c. for the Use of the Tenements.
		James Carpenter -	
		John North -	Tenements and Yards.
		Charles Burgess -	
		Peter Gienazzino -	
		William Andrews -	
		Joseph Evans -	
		Ann Stevens -	
		Thomas Manton -	
		Void -	
		Sarah Carter -	
		James Walkingshaw -	
		William Fairman -	Tenements, Yards, &c.
		Lewis Carrington -	
		Charles Souter -	
		George Green -	
		John Sullivan -	
		Robert Lunn -	
		Void -	
		William Board -	
		John Edwards -	
		John Fagg -	
John Hall -			
Walter Fitzgerald -			
Lawrence Shee -			
<i>Red Lion Court.</i>			
Samuel Smith	-	Void -	Dwelling House.
		Ann Hill -	Ditto.
		George Mussellwait -	Ditto.
		Ditto -	Privy, &c.
		James Tippit -	Shed, &c.

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
		William Tames -	House and Yard.
		Roger Dawson -	Ditto.
		Francis Barnes -	Ditto.
		Edward Greely -	Ditto.
		Henry Mansfield -	Shop, Yard, House, &c.
		Richard Croker -	House and Yard, &c.
		Mary Peake -	Ditto.
		Robert Hughes -	Ditto.
		Thomas Noble -	Ditto.
		William Walker -	House.
		Martha Cornwall -	Ditto and Yard.
		Sophia Evans -	Red Lion Public House, Yard, &c.
		Void -	
Samuel Smith -	- - - -	John Fitzgerald -	
		John Collins -	
		Hyde Slaker -	
		Edward Hales -	
		Joseph Ellis -	
		Henry Caton -	
		Robert Benham -	
		Void -	
		Richard Scott -	
		Thomas Waldin -	
		George Evans -	
		William Jennings -	
		Richard Willoughby -	
		Jane Grossmith -	
		Samuel Jones -	
		- - - -	Sewer.
- - - -	- - - -	- - - -	- - - -
Stainton -	{ Huffam and Thomas Van; Thos. Nice, Sub-lessee }	Thomas Nice -	{ Parchment Yard, Sheds, &c.
Ditto -	- John Butler -	Common to all -	{ Yards for the Houses on the West Side of Oat- meal Yard.
<i>Dog and Bear Yard. Whiting's Yard. Oatmeal Yard.</i>			
		George Morecroft -	Tenement, Shed, Yard, &c.
		John Butler -	Stable, Shed, &c.
		Void -	
		Matthew Mold -	
		James Taylor -	
		Void -	
		Hannah Keane -	
		Eliza Bennett -	
		Thomas Harvey -	
		John Bateman -	
		Timothy Mullins -	
The Governors of Christ's Hospital.	Thomas Mucklow -	John Richards -	
		Hester Nichols -	
		William Wright -	Tenements and Yards.
		David Rees -	
		John Howell -	
		James Brenning -	
		William Gregory -	
		Void -	
		Thomas Chub -	
		John Lovelock -	
		Void -	
		John Wm. Servante -	
Ditto -	- John Butler sen ^r -	John Ohlson -	{ Dog and Bear Public House, Yard, &c.

[Local.]

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
<i>Church Street.</i>			
Humphrey Finimore	John Cox	John Clutterbuck	The Two Old Giants Public House, Yard, &c. Dwelling House, Garden, &c.
		George Loyd	
Messrs. Slee and Vickers John Gardiner	Thomas Saker	Thomas Saker	Ditto.
		Jane Slow	
		John Bellows	
		Henry Lacy	
		T. Saker	
William Billiter	Samuel A. Sard	John Young	Garden, &c. Dwelling House, Yard, Office, Warehouse, &c. Vinegar Distillery, &c. House, &c.
		Samuel Austen Sard	
William Billiter		William Axtell	House and Yard. Passage, House, Yard, Garden, &c. Dwelling House, Garden, Warehouses, &c.
		George Griffiths	
		William Billiter	
<i>Parish of St. John.</i>			
Robert Williams Esquire and others, Trustees of the Hope Assurance Company		William Billiter	Dwelling House and Tan-yard.
J. H. Lawson		— Bristow	Warehouses, Coach-house, Stable, Building, Gardens, and Grounds.
		Void.	
<i>Russell Street. Ellman's Court.</i>			
			Sewer.
Humphrey Finimore		Robert Hayes	House and Yard, &c.
		Eliza Pool	
		Robert Lovelace	
		William Strong	
		Sarah Hird	
		Mark Ring	
		Void	
		Void	
		John Ford	
		Thomas Haines	
Joseph Woolfit			
James Wilcox			
Samuel Gates			
<i>Parish of St. Mary Magdalen Bermondsey, County of Surrey.</i>			
		Void	House, Yard, &c.
Sophia Maltby	John Butler senior	G. Herne	Ditto.
	William Nottidge	William Nottidge	Warehouses, &c.
	Ditto	Ditto	Garden.
	Ditto	Ditto	Fellmongers Yard, Warehouse, &c. &c.
	Ditto	Ditto	Dwelling House, Garden, Yard, &c.
			Sewers.

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
Mayor, Commonalty, and Citizens of the City of London	Jesse Curling; William Nottidge, Sub-lessee	William Nottidge	Pasture, &c.
	J. Curling; Francis Deacon, Sub-lessee	Francis Deacon	Yard, &c.
Executors of the late Robert Rich	- - - -	Void	Ropewalk, &c.
B. Drew	- - - -	Ditto	Ditto, Warehouse, &c.
Ditto	- - - -	Robert Richardson	Ropewalk, &c.
Ditto	- - - -	Void	Unoccupied Land.

Wellington Street. Neckenger Road.

- - - -	- - - -	- - - -	Sewer.	
Carroll	Mary Banford	John Harwood	House and Yard.	
	William Maxwell	William Maxwell	Ditto.	
	- - - -	James Edwards	Ditto.	
	Garwood Tokeley	- - - -	William Palmer	Ditto.
			John Provant	
			Benjamin Potter	
			Francis Train	
	Ann Cole; John Rose, Sub-lessee	- - - -	Thomas Butler	House and Garden.
			Joseph Abbott	
	Ditto	- - - -	John Rose	Ditto.
John Lawley.				
Greenwood Tokely	- - - -	Void.	Ditto.	
		Daniel Murphit.		
		John Dobson.		
		John Block.		
Christopher and Charles Parker	Robert Smith	Robert Smith	Ground vacant for building, &c.	
	Ditto	Ditto	Intended Mews, begun.	
	Ditto	William Picket	House and Garden, Yard, &c.	
	Ditto	Void	Ditto.	
	Ditto	Henry Turner	Ditto.	

Neckenger Road.

James West	Samuel Henry James	B. and George Bevington	Warehouses, &c. Yard, Pond, Garden.
- - - -	- - - -	- - - -	Paddock.
- - - -	- - - -	— Sharp	Paddock.
- - - -	- - - -	William Nash	Stable.
- - - -	- - - -	William Nash and Under-tenants	Gardens.
- - - -	- - - -	George East	Tan-field.
- - - -	- - - -	John Nicholls	Garden Ground.
- - - -	- - - -	George East	Tan-field.
- - - -	- - - -	— Easton	Ditto.
- - - -	- - - -	— Goodwin	Ditto.

The Spa Road.

James West	Thomas Keeton	Thomas Keeton	Garden Ground.
	Ditto and Under-tenants	- - - -	Gardens.
	Thomas Keeton	Thomas Keeton	Garden Ground.
John Rolls	- - - -	Abraham Batty	Ditto.
- - - -	- - - -	- - - -	Sewer.

Owners Names.	Lessees Names.	Occupiers Name.	Description of Property.
<i>Blue Anchor Lane.</i>			
James Thomas Martin -	- - - -	Samuel Mercer -	Garden Ground.
- - - -	- - - -	Thomas Keeton -	Garden Ground and Hotbeds.
- - - -	- - - -	Eleanor Child -	Garden Ground.
Commissioners of Pavements for the Water-side Division of Bermondsey.			
<i>Parish of St. Mary Rotherhithe.</i>			
<i>Blue Anchor Road.</i>			
Sir William Gomme -	John Boom -	John Boom and Under-tenants -	Gardens, Cottage, &c.
	Ditto -	John Boom -	Garden Ground.
	Ditto -	William and John Porter -	Ropewalk.
	- - - -	William and John Porter -	Meadow.
	- - - -	Francis Kidner -	Ditto.
<i>Corbett's Lane.</i>			
Robert Baxter -	Sir William Heygate -	Sir William Heygate -	Garden Ground. Common Sewer.
- - - -	- - - -	- - - -	
<i>Parish of St. Paul Deptford, County of Surrey.</i>			
Thomas, John, and A. Emmett -	- - - -	Thomas, John, and A. Emmett -	Mead or Marsh Land.
Poor of Monmouth Trustees of the late — Reaston -	William Holcombe - Rev ^d Cornelius Heathcote Reaston Rhodes -	William Holcombe - Rebecca Emmett and Thomas Barton -	Ditto. Ditto.
Ditto -	- - - -	Ditto -	Ditto.
Reverend — Drake D.D. -	- - - -	— Evans -	Ditto.
- - - -	- - - -	- - - -	Deptford Glebe Land.
COUNTY OF KENT.			
<i>Parish of St. Paul Deptford.</i>			
<i>Trundley's Lane.</i>			
Guardians to — Evelyn -	- - - -	Rebecca Emmett and Thomas Barton -	Mead or Marsh Land.
The Grand Surrey Canal Grand Surrey Canal Company -	- - - -	- - - -	Towing Path, Banks, &c. Old Timber Pond.
Guardians to — Evelyn -	- - - -	Stephen Lewin -	Garden Ground.
Ditto -	- - - -	Rebecca Emmett and Thomas Barton -	Ditto.
<i>Coney Hall Lane.</i>			
Guardians to — Evelyn -	- - - -	Rebecca Emmett and Thomas Barton -	Ditto.

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
<i>Loving Edward's Lane.</i>			
Augustus Hamilton -	- - - -	George Emmett -	Garden Ground.
- - - -	- - - -	Mary Wilson -	House and Garden.
- - - -	- - - -	Oliver Farrer -	Ditto.
- - - -	- - - -	Elizabeth Miles -	Ditto.
<i>Butt Lane, Deptford.</i>			
Thomas Haines -	- - - -	Thomas Haines -	House and Garden.
James Bell -	- - - -	James Bell -	Ditto.
William West -	- - - -	George Richard Scud- amore -	Ditto.
Trustees of the Me- chanics Institution } — Chrissington -	- - - -	Mechanics Institution, - George Allen -	Ditto.
John Butler -	John Chappell -	Isaac Porrit -	Ditto.
Thomas Ashby -	Henry Whiffin -	Henry Whiffin -	Workshop, Shed, and Yard.
Sarah Robertson -	- - - -	John Theobald -	-
William Nott -	- - - -	Sarah Robertson -	-
— Graham -	- - - -	William Mackingley -	-
— Newton -	- - - -	William Rogers -	-
— Constable's Re- presentatives -	- - - -	William Morgan -	-
Gamble's Devises -	- - - -	Deborah Wybrow -	Tenements, Yards, and Gardens.
Thomas Ashby -	- - - -	John Howell -	-
B. Kelly -	- - - -	Void -	-
— Aldridge -	- - - -	Captain Williams -	-
William Myers -	- - - -	George Brett -	-
Mrs. Edmonds -	Ruth Self -	William Myers -	-
Joseph Dalton -	- - - -	Ruth Self -	The Robin Hood. House, Yard, and Garden.
The Mayor, Commo- nalty, and Citizens of the City of London }	John Moore -	William Hill -	-
	Ditto -	William Barnes -	Ditto.
		William Moore -	Ditto.
<i>Church Street, Deptford.</i>			
Rev ^d — Drake D.D. }	- - - -	- - - -	Building Ground, lying waste.
— Carter -	- - - -	John Presland -	Dwelling House.
Thomas Onion senior }	- - - -	John Onion junior -	Ditto.
Robert Mitchell -	- - - -	William Barnes -	Ditto.
Mrs. Dobbins -	- - - -	Robert Mitchell -	5 Tenements.
Jacob Hagen, Isaac Parry, S.W Driver, — Ryder, and G.S. }	- - - -	— Dobbins -	Tenement and Yard.
Stewart -	- - - -	Samuel Maryatt -	Ditto.
Ditto -	Isaac Parry -	Jane Webster -	Ditto.
Ditto -	Ditto -	Isaac Parry -	Brick Field.
— Venis -	John Tyler -	Elizabeth Morris and Francis Bowles -	Tenements and Yards.
Feoffees of the Gra- vel Pit Rents }	Joseph James Addis }	Jacob Durham, John Tyler, James Dowling, Robert Drake, and James Cushion }	Ditto.
Ditto -	Ditto -	John Spranger -	Ditto.
William Knott -	- - - -	William Knott -	Tenements, & c.
Executors of Gale and Son -	- - - -	Void -	Ditto.
William Knott -	- - - -	Samuel Harden -	Ditto.

Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
— Ely - -	- - - -	Void - - -	Tenements, &c.
Robert Mitchell - -	- - - -	Robert Mitchell - -	Ditto.
— Dobbins - -	- - - -	— Dobbins - -	Ditto.
— Smith - -	- - - -	— Davis - -	Ditto.
<i>Ravensbourne River.</i>			
<i>Parish of St. Alphage or St. Alphege, Greenwich, County of Kent.</i>			
John Manship Norman	Richard Smith -	— Youens - -	Osier Ground.
Jas. F. Madox & Family	Messrs. Williams -	Messrs. Williams -	Meadow Ground.
— Norman - -	Richard Smith -	Painter and Hickman -	Ditto.
Ditto - -	{ Ditto and Rev ^d —	Rev ^d — Masters -	Garden.
Joshua Hargrave -	Masters, Sub-lessee }	Joshua Hargrave -	Ditto.
Ditto - -	- - - -	Ditto - -	Ditto.
<i>Private Lane to Garden Ground.</i>			
Brown and Blucke -	- - - -	Rev ^d R. Dallin -	} Garden.
Ebenezer Maitland -	Charles J. Carttar -	Charles J. Carttar -	
Joshua Hargrave -	- - - -	Joshua Hargrave -	
Frederick Finch -	- - - -	Void - - -	
— Browning -	Charles Bassett -	Charles Bassett -	
Browning's Devises }	- - - -	- - - -	
<i>Blue Stile and Church Row.</i>			
Thomas Mansfield -	- - - -	{ Benjamin Snell, Charles	} House and Yard.
Samuel Smith - -	- - - -	Matthews, Philpott	
George Hanford -	- - - -	Price - - -	} Ditto.
S. T. Letton - -	- - - -	Samuel Smith - -	
Ditto - -	- - - -	George Hanford, Fre-	} Ditto.
George Hanford -	- - - -	derick Willoughby -	
Ditto - -	- - - -	Void - - -	} Ditto.
George Hanford -	William Caldicott -	Void - - -	
Ditto - -	- - - -	Eleanor Falmidge -	} Ditto.
Ditto - -	- - - -	— Ware - - -	
Richard Newman -	- - - -	Void - - -	} Houses and Yards.
John Shove - -	- - - -	{ John Hooker and Eliza-	
Charles Suter - -	- - - -	beth Imrie - - -	
George Hanford -	- - - -	John Blake - - -	
James Wood - -	- - - -	Charles Suter - -	
Mrs. Hunter - -	- - - -	John Hanford, William	} Houses and Yards.
	- - - -	Piper, Kipp and	
	- - - -	Walker - - -	} Houses and Yards.
	- - - -	James Wood and others	
	- - - -	James Gosden and others	
<i>Prince of Orange Lane.</i>			
Edward Allen Fordham	William Robinson	{ William Robinson, John	} Tenements and Gardens.
		Long, Thomas Stone,	
		Thomas Hawkinson,	} Tenements and Gardens.
		Richard Sandwell -	

