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Cap. clxxx.

An Act for conferring further Powers on the *East London* Railway Company for the Construction of Branch Railways and Works and the Acquisition of Lands; and for other Purposes.

[16th *July* 1866.]

WHEREAS the *East London* Railway Company were incorporated by "The *East London* Railway Act, 1865," and were empowered to construct certain Railways therein mentioned: And whereas it is expedient that the *East London* Railway Company should be empowered to construct the Railways herein-after described, and also to acquire for the Purposes of their Undertaking certain Lands, Houses, and Property in the Parishes of *Saint Matthew, Bethnal Green,* in the County of *Middlesex,* and *Saint Paul, Deptford,* in the County of *Surrey,* respectively: And whereas Plans and Sections showing the Lines and Levels of the proposed Railways, and Plans of the Lands which the Company are by this Act empowered to acquire, and a Book of Reference to such Plans respectively, have been deposited with the Clerks of the Peace for the Counties of *Middlesex* and *Surrey* respectively: And whereas the Objects of this Act cannot be effected without the Authority of Parliament:

28 & 29 Vict. c. li.

Parliament; May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "The *East London* Railway (Additional Powers) Act, 1866."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean "The *East London* Railway Company;" the Expression "the Railways" shall mean the Railways by this Act authorized, or any Part thereof; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Definition of the Term "Parish Clerks."

4. In construing in connexion with this Act "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that Act shall, as regards those Parishes or Extra-parochial Places in which by the Standing Orders of each House of Parliament Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish, or with the Clerk of the District Board of Works for the District in which the Parish or Extra-parochial Place is included, mean, in the First Case, the Vestry Clerks of those Parishes, and in the Second Case the Clerks of those District Boards.

Claims for Compensation by yearly Tenants to be settled as prescribed by Sect. 21. of

5. All Claims for Compensation made upon the Company under the 68th Section of "The Lands Clauses Consolidation Act, 1845," and the 6th Section of "The Railways Clauses Consolidation Act, 1845," or either of them, shall, if the Person claiming to be entitled to Compensation has no greater Interest than as Tenant for a Year or from Year to Year in the Lands or Houses in respect of which the Compen-

Compensation is claimed, be determined in manner provided by the 121st Section of "The Lands Clauses Consolidation Act, 1845." 8 & 9 Vict. c. 18.

Power to make Railways according to deposited Plans.

6. Subject to the Provisions of this Act, the Company may make and maintain, in the Lines and according to the Levels shown on the deposited Plans and Sections, the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are:

Railway No. 1. (*Great Eastern* Up Junction), Three Furlongs or thereabouts in Length, situate wholly in the Parish of *Saint Matthew, Bethnal Green*, in the County of *Middlesex*, commencing by a Junction with the Line of the *Great Eastern* Railway authorized by and thirdly described in "The *Great Eastern* Railway (Metropolitan Station and Railways) Act, 1864," and terminating by a Junction with the Railway No. 1. authorized by "The *East London* Railway Act, 1865:"

Railway No. 2. (*Brick Lane* Junction), Two Furlongs or thereabouts in Length, situate wholly in the Parish of *Saint Matthew, Bethnal Green*, in the County of *Middlesex*, commencing by a Junction with Railway No. 1., authorized by "The *East London* Railway Act, 1865," and terminating by a Junction with the Railway No. 2., authorized by "The *East London* Railway Act, 1865."

And the Railways and Works executed under the Authority of this Act shall, with respect to Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company.

Application of Funds.

7. The Company may apply to the Purposes by this Act authorized any Monies raised or to be raised by them by virtue of any other Act, and not required for the Purposes to which they are by any such other Act made specially applicable.

Power to purchase additional Lands.

8. In addition to the other Lands which the Company are by this Act authorized to acquire, they may, subject to the Provisions of this Act, from Time to Time enter upon, take, use, and appropriate all or any of the Lands following, defined on the deposited Plans and described on the deposited Books of Reference; (that is to say,)

Certain Land, Houses, Property, and Hereditaments situate in the Parish of *Saint Matthew, Bethnal Green*, in the County of *Middlesex*, abutting on the North and West Sides of *Saint Jude Street*:

Certain

Certain Land, Houses, Property, and Hereditaments on the East Side of the Railway No. 1., authorized by "The *East London* Railway Act, 1865," in the Parish of *Saint Paul, Deptford*, in the County of *Surrey*, lying between the *Black Ditch* and *Torr*'s Animal Charcoal Factory, and abutting on the West Side of *Trundley's Lane*;

Certain Land, Houses, Property, and Hereditaments in the said Parish of *Saint Paul, Deptford*, in the County of *Surrey*, situate at or near the Termination of the Railway No. 1., authorized by "The *East London* Railway Act, 1865," and on the East Side of and adjoining the *London, Brighton, and South Coast* Railway:

Certain Land, Houses, Property, and Hereditaments in the said Parish of *Saint Paul, Deptford*, in the County of *Surrey*, near to the Termination of Railway No. 4., authorized by "The *East London* Railway Act, 1865," and lying on the East Side of and adjoining the *South London* Line of the *London, Brighton, and South Coast* Railway:

Certain Land, Houses, Property, and Hereditaments in the said Parish of *Saint Paul, Deptford*, in the County of *Surrey*, lying to the South-west of and adjoining the Railway No. 3., authorized by "The *East London* Railway Act, 1865," and to the North-west of and adjoining *Cold Blow Lane*.

Lands for extraordinary Purposes.

9. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed One Acre.

Powers for compulsory Purchases limited.

10. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

11. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

For Protection of London, Brighton, and South Coast Railway Company.

12. The Company shall not, without the Consent in Writing of the *London, Brighton, and South Coast* Railway Company under their Common Seal, cross, alter, or interfere with any Railway or Works, either constructed, authorized, or in course of Construction, belonging to the *London, Brighton, and South Coast* Railway Company, or, without the like Consent, enter upon, take, use, or interfere with any Land which now belongs to the *London, Brighton, and South Coast* Railway Company, or which that Company are now authorized to take or acquire.

13. It

Power to deviate from Levels of Sections.

13. It shall lawful for the Company, in the Construction of the Railways, to deviate from the Levels and Gradients as marked on the deposited Sections to such an Extent as may be found necessary or convenient for avoiding, accommodating, preserving, or improving the Drainage or Sewers or other Works in or under the Streets through which the Railways will be made; and the Company may alter the Inclination of the Railways accordingly, anything in "The Railways Clauses Consolidation Act, 1845," notwithstanding; provided that no such Deviation shall be made without the Consent of the Metropolitan Board of Works.

Notice to be given of taking Houses of Labouring Classes.

14. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice, placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

For Protection of Great Eastern Railway Company.

15. Except as otherwise agreed between the Company and the *Great Eastern* Railway Company, the Railway No. 1., by this Act authorized, shall join the *Great Eastern* Railway at the Point of Junction shown on the deposited Plans, and not elsewhere, and, except so far as may be necessary for the Purpose of constructing the said Railway No. 1. and such Junction, the Company shall not enter upon, take, or use any Land or Property of the *Great Eastern* Railway Company without in each Instance the previous Consent of that Company.

All Works connected with the East London Waterworks Company to be executed to the Satisfaction of that Company.

16. And whereas in the Execution of the Company's Works the Mains, Pipes, Syphons, Plugs, Drains, and other Works belonging to the *East London* Waterworks Company may be intersected or otherwise interfered with, and it is expedient that such Company should have full Control over the Execution of all Works in any way affecting the Supply of Water by them, so as effectually to provide against the Supply thereof being impeded: Therefore all Works, Matters, or Things which the Company may be empowered or required to do or execute with reference to the Mains, Pipes, Syphons, Plugs, Drains, or other Works of the said *East London* Waterworks Company shall be done and executed by and at the Cost of the Company, but to the entire Satisfaction and under the sole Direction of and in such Manner as shall be required by the Engineer for the Time being of the said *East London* Waterworks Company; and such Works, Matters, or other

other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the said *East London* Waterworks Company.

Penalty for interrupting Supply of Water.

17. If any Interruption whatsoever in the Supply of Water by the said *East London* Waterworks Company shall be in any way occasioned by the Company, or by the Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, the Company shall forfeit and pay to the said *East London* Waterworks Company, for the Use and Benefit of the said *East London* Waterworks Company, the Sum of Fifty Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the said *East London* Waterworks Company in any Court of competent Jurisdiction.

East London Waterworks Company may lay and repair Pipes on Lands of Company.

18. It shall be lawful for the said *East London* Waterworks Company, and their Engineer, Workmen, and others in their respective Employment, at all Times when it may be necessary to enter upon the Railway, Lands, and Premises of the Company, for the Purpose of laying and to lay any Mains or Pipes under or over the said Railway, Lands, Works, and Premises, or any Part thereof, and to do all such Works in and upon such Railway, Lands, and Premises as may be necessary for laying, repairing, maintaining, or removing or replacing such Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing the said *East London* Waterworks Company shall not interrupt the Traffic passing on the said Railway in any Manner for any longer Period than may be absolutely necessary: Provided also, that the Expense of all Repairs or Renewals of the said Pipes or Mains, or any Works in connexion therewith, which may at any Time hereafter be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the said *East London* Waterworks Company in any Court of competent Jurisdiction.

Construction of Bridges over public Streets within the Limits of the Metropolis.

19. In the Construction of the Railway and Works the following Rules shall be observed:

1. Wherever the Railway shall be carried across any public Carriage Road or public Street within the Limits of the Metropolis as defined by "The Metropolis Local Management Amendment Act, 1862," it shall be made there, and shall thenceforth be maintained, so as not to lessen the present clear Width of such Road or Street including the Footway (where a Footway now exists):

2. The

2. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Eighteen Feet in the Centre, and the Arch over any such Road or Street shall be formed of an ornamental Character to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works: Provided always, that these Stipulations shall not apply to the *Old Bethnal Green Road:*

3. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses: Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall erect and maintain Side Openings supported with Columns back to the general Line of the Frontage of the Houses:

4. All Bridges shall be watertight, and so constructed as to, so far as is practicable, deaden the Sound of Engines, Carriages, and Traffic passing over them:

5. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works until they shall have given to the said Metropolitan Board of Works Twenty-one Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval, or their Disapproval or other Directions, within Twenty-one Days after Service of the said Notice, and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid:

6. The Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall, subject to the Provisions of this Act, be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation

or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company, on Demand.

Bridges over Cuttings in public Roads and Streets.

20. Wherever the Railway shall cross by means of Cutting or otherwise under any public Road or public Street within the Limits of the Metropolis as defined by the "Metropolis Local Management Amendment Act, 1862," so as to interfere with or alter the Rates of Inclination of such Road or Street, it shall be made there, and shall thenceforth be maintained so as that the minimum Inclination of such Road or Street shall not in any Case be less than One in Forty, and in respect of other Roads and Streets within the Metropolis as aforesaid, not being public Thoroughfares, the minimum Inclination of such Roads and Streets shall not be less than One in Thirty; and all Bridges constructed by the Company under any Roads or Streets shall be constructed so as not to lessen the present clear Width of such Road or Street, including the Footway, and shall be further so covered as to prevent as far as may be practicable the Escape of Steam, Smoke, or other offensive Effluvia into the said Roads and Streets; and such Bridges shall be so constructed as far as may be practicable as to deaden the Sound of Engines, Carriages, and Traffic passing underneath them; and the Company shall not execute or commence the Erection of any such Bridges or Works as aforesaid until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board fail to signify such Approval or their Disapproval or other Directions within Twenty-one Days after Service of the said Notice, and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridges and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company, on Demand.

21. Where

For Protection of Sewers of Metropolitan and other Boards.

21. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries, in the Execution of the said Works, and shall provide, by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to, by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board, or any District Board or Vestry, may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or Vestry by the Company, on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed, by or at the Costs, Charges, or Expenses of the Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry

respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

For the Protection of Parish of Saint Matthew, Bethnal Green.

22. With respect to the Parish of *Saint Matthew, Bethnal Green*, the following Provisions shall apply to the Works authorized by "The *East London* Railway Act, 1865," as well as to the Works authorized by this Act,—

(A.) Where any of the intended Works to be done shall or may pass over, under, or by the Side of, or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Control of the said Vestry, or with any Sewers or Works to be made or executed by the said Vestry, or shall or may in any way affect the Sewerage or Drainage of the said Parish, the Company shall not commence such Work until they shall have given to the said Vestry Fourteen Days previous Notice of their Intention to commence the same, with a Plan and Section showing the Dimensions, Course, and Inclination thereof, and other necessary Particulars relating thereto, and until the Vestry shall have signified their Approval of the same, unless the Vestry do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Sections, and Particulars aforesaid; and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the Vestry in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as the Vestry may deem necessary for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and save harmless the Vestry against all and every Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Surveyor or other Officer of the Vestry, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the Vestry by the Company, on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed, by or at the Costs, Charges, or Expenses

of the Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the Vestry as any Sewers or Works now are or hereafter may be. Should, however, at any Time subsequent to the Execution of the said Works by the Company, any Damage accrue to the said Sewers or Works by reason of the Works of the said Company, the said Sewers and Works shall with all Speed be repaired and reinstated, by and at the Cost of the Company, under the Direction and Superintendence and to the entire Satisfaction of the Vestry; and should the Company delay the necessary Work for the Repair and Reinstatement of the Sewers, it shall be lawful for the Vestry to execute all such necessary Works at the Cost and Charges of the Company.

(B.) The Company shall finish to the reasonable Satisfaction of the Surveyor of the said Vestry all Bridges, new Roads, Footpaths, Parapet Walls, Screen Walls, Close Fences, and all other Works, Matters, and Things required to be made or done by the Company, and restore and give to the Public the Use of the said Roads and Footpaths within Six Months from the Day on which the said Roads respectively shall be first interfered with, or the Use of the said Roads by the Public in any way interrupted or made less convenient than heretofore; and the Company shall pave the Footways under all the Arches erected and in all new Roads made by them with good York Flagging and proper Curbing, and also pave the Carriageways under the said Arches and in the said new Roads with Granite Blocks, to the reasonable Satisfaction of the Surveyor for the Time being of the said Vestry.

(C.) Whenever it is proposed to divert, stop up, or interfere with any Road or Street, the Company shall not commence such Works until they shall have given to the said Vestry Fourteen Days previous Notice in Writing of their Intention to commence the same, with Plans, Sections, and Elevations showing the Dimensions, Course, and Situation thereof and other necessary Particulars relating thereto; and until the said Vestry shall have signified their Approval of the same, unless the Vestry do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Sections, Elevations, and Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the Vestry as to the Course of the Diversion, the Width, and Inclination of the Road, and in the Execution of the said Works shall save harmless the said Vestry against all and every Expense occasioned thereby; and all such Works shall be done by and

under the Direction, Superintendence, and Control of the Surveyor or other Officer of the Vestry, at the Cost, Charge, and Expense of the Company.

(D.) It shall not be lawful for the Company to commence any Work or Works in anyway connected with the crossing of the said Roads or Footways until Fourteen Days after the Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the Surveyor of the said Vestry for the Time being, and shall have explained in Writing to such Surveyor in what Way it is proposed to carry on such Work or Works, and how far the carrying on the same will interfere with the Safety and Convenience of the Passengers on the said Roads or Footways; and if the Surveyor shall thereupon require a sufficient temporary Road or Footway to be made by the Company, instead of the Road or Footway interfered with, then the Company shall make and substitute such sufficient temporary Road or Footway before they interfere with the existing Road or Footway, and shall maintain the same until the Restoration of the existing Road or Footway, and be liable to the same Penalties for failing to make, or, after Notice, to maintain, such substituted Road or Footway, as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads, and the Failure to make the same.

(E.) The Company shall not, without the Consent of the said Vestry in every Instance in Writing first had and obtained, temporarily stop up any public Street, Road, or Thoroughfare which is not to be permanently stopped up and appropriated by the Company for the Purposes and under the Powers of their Act.

(F.) After the Erection of the Bridges, the Company shall reinstate the Carriageways and Footpaths respectively to the reasonable Satisfaction of the said Vestry or their Surveyor, and shall at all Times thereafter keep the Bridges, and all Parapets, Approaches, Walls, and other Works belonging thereto, in good and complete Repair, to the like Satisfaction; and in case the same or any of them shall at any Time be out of repair, or if, in the Execution of any of the Works by this Act authorized, the Company shall do or cause to be done any Injury or Damage to the Roads, Streets, or Footpaths respectively, and shall not, on receiving Notice from the said Vestry or their Surveyor to repair or make good the same, immediately repair or make good the same to the Satisfaction of the said Vestry or their Surveyor, the said Vestry may

execute such Work, and the Company shall pay the Costs and Expenses of the same to the said Vestry, on Demand.

(G.) If any of the Arches or Bridges over the Streets or Ways, Courts or Alleys, within the Parish crossed by either of the Railways, shall, in the Opinion of the Vestry, prove a public Inconvenience, by obstructing the Light in any such Streets or Ways, Courts or Alleys, it shall be lawful for the said Vestry to set up and affix therein, and keep lighted with Gas by Day and by Night, a Lamp or Lamps for affording proper Light and Security to Passengers, and the Costs, Charges, and Expenses thereof and necessarily consequent thereon shall be paid by the Company within Fourteen Days after Demand in Writing, and in default may be recovered from the Company by the said Vestry, with full Costs of Suit, by Action of Debt or on the Case, in any Court of competent Jurisdiction.

(H.) The Company shall remove from all the Streets and Roads in the said Parish all Earth or Soil arising from the Excavations or other Operations of the Company in the said Parish within Twenty-four Hours after the Vestry shall have given to the Company, or any of their Officers or Servants, Notice so to do, and in case of Default in so doing the Company shall for every Hour during which such Default shall continue forfeit to the Vestry of the said Parish the Sum of Forty Shillings.

(I.) Every Penalty or Forfeiture imposed by this Act may be recovered by summary Proceedings before any Justice, in manner provided by the Act of the 11 and 12 Years of Her Majesty, Cap. 43.

Works to be executed in case Company interfere with certain Houses in Cambridge Road, in the Parish of Saint Matthew, Bethnal Green.

23. If in constructing Railway No. 1. the Company interfere or take down any of the Houses now abutting on the West Side of *Cambridge Road* in the said Parish of *Saint Matthew, Bethnal Green*, they shall at their own Expense erect in lieu thereof proper and sufficient Retaining Walls, relieved by Arches, with Shop Fronts opening into the said Road, and without lessening the present Width of the said Road; and the Company shall not commence to interfere with or remove any of the said Houses until they shall have given Fourteen clear Days Notice in Writing to the said Vestry of their Intention to commence to interfere with or remove the same, with a Plan showing the Manner in which they propose to execute the said Work, and until the Vestry shall have signified their Approval of the same, unless the Vestry do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Notice and Plans; and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the Vestry in the Execution of the said Works.

Company to make good Deficiencies in Parish Rates of Bethnal Green during Construction of Railway.

24. And whereas by reason of the Construction of the Railways by this Act authorized, and the taking down of Houses, Buildings, and other Premises and Conveniences, and the taking of Land, in pursuance of this Act, Deficiencies may arise in the Assessments for the Poor and other Rates in the said Parish of *Saint Matthew, Bethnal Green*, through which the said Railways are intended to pass: Therefore the Company shall, from and after the Period when any Lands, Houses, Buildings, Hereditaments, or Premises shall be taken, or become unoccupied or untenanted, by reason of the same being required for the Purpose of the said Railways by Notice from the Company, up to the Period when the said Railways shall be assessed to such Rates as aforesaid, be assessed and rated for the same Premises respectively in such Sum and Sums of Money as the same were assessed and rated at the Time of the passing of this Act, and the Company shall pay and make good to and in aid of such Parish, out of the Monies of the Company, all such Rates as aforesaid, and in default of Payment thereof the same shall and may be levied and recovered from the Company in the same Way or Manner as the same could or might have been recovered from the Owner or Occupiers of the same Premises in case this Act had not been passed.

Saving the Rights of the Vestry of the Parish of Saint Matthew, Bethnal Green.

25. Except only as is by this Act expressly provided, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, Authorities, or Privileges vested in the said Parish of *Saint Matthew, Bethnal Green*, but all such Rights, Powers, Authorities, and Privileges vested in the said Vestry shall be as good, valid, and effectual as if this Act had not been passed, anything herein contained to the contrary notwithstanding.

Deposit Money not to be repaid until Line opened, or Half the Capital paid up and expended, except on Execution of Bond, &c.

26. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Twelve thousand six hundred and forty-eight Pounds Consolidated Three Pounds *per Cent.* Annuities, being equal in Value to a Sum of Eleven thousand and twelve Pounds, being equal to Eight *per Centum* on One hundred and thirty-seven thousand six hundred and fifty Pounds, the Amount of the Estimate of the Expense of the Railways by this Act authorized, has been deposited in the Names of *William Hawes* and *Alfred Smee* with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in

pursuance

pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the Sum so deposited shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited, if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding, and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid,

aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Saving Rights of the East London Waterworks Company.

27. Except as in this Act specially provided, nothing in this Act shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of the *East London* Waterworks Company.

Interest not to be paid on Calls paid up.

28. The Company shall not, out of any Money by "The *East London* Railway Act, 1865," authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills not to be paid out of Capital.

29. The Company shall not, out of any Money by "The *East London* Railway Act, 1865," authorized to be raised, pay or deposit any Sum which by any Standing Order of either House of Parliament, now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

30. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

31. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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