ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. xxxiii.

An Act to enable the *Eastern Counties* Railway Company to construct Branch Railways to the *East and West India Docks and Birmingham Junction* Railway, and to enlarge and improve their Goods Station in the Parish of *Saint Matthew Bethnal Green;* and for other Purposes.

[28th *May* 1852.]

WHEREAS an Act was passed in the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from* London *to* Norwich *and* Yarmouth, *by* Romford, Chelmsford, Colchester, *and* Ipswich, *to be called* "The Eastern Counties *Railway*," by which Act the *Eastern Counties* Railway Company became incorporated: And whereas an Act was passed in the Seventh Year of the Reign of Her present Majesty, intituled *An Act to authorize the letting on Lease to the* Eastern Counties *Railway Company of the Railway and Works of the* Northern and Eastern *Railway Company, and to give effect to certain Arrangements entered into by the said Companies, and to amend and enlarge some of the Provisions of the Acts relating to the first-named Company:* And whereas an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for making a Junction Railway from the* Eastern Counties *Railway at* Stratford *in the County of* Essex *to the River* Thames, *with a Branch Railway therefrom; and for constructing*

6 & 7 W. 4. c. 106.

7 & 8 Vict. c. 20.

7 & 8 Vict. c. 71.

a Pier in the River Thames: And whereas it is expedient that the *Eastern Counties* Railway Company should be empowered to make and maintain the Railways herein-after described, for the Purpose of effecting Communications between the *Eastern Counties* Railway, the *Northern and Eastern* Railway, and the *Stratford and Thames* Branch of the *Eastern Counties* Railway, and the *East and West India Docks and Birmingham Junction* Railway; but for the Purposes aforesaid the Authority of Parliament is necessary: 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; (that is to say,)

8 & 9 Vict. cc. 18. and 20. incorporated with this Act.

I. That the Clauses and Provisions of the "Lands Clauses Consolidation Act, 1845," and of the "Railways Clauses Consolidation Act, 1845," shall be incorporated with and shall form Part of this Act, except so far as the same may be expressly varied by this Act.

Power to make Railways.

II. That it shall be lawful for the *Eastern Counties* Railway Company to make and maintain the following Railways, with all proper Works and Conveniences connected with the same respectively; (that is to say,)

A Railway commencing from and out of the Main Line of the *Eastern Counties* Railway in *Stratford* Ward in the Parish of *West Ham* in the County of *Essex*, and terminating by a Junction with the Line of the *East and West India Docks and Birmingham Junction* Railway in the Parish of *Hackney* in the County of *Middlesex*;

A Railway commencing from and out of the said intended Railway in the Parish of *West Ham* aforesaid, and terminating in *Stratford* Ward in the same Parish by a Junction with the *Northern and Eastern* Line of the *Eastern Counties* Railway;

A Railway commencing from and out of the said last-mentioned intended Railway in the Parish of *West Ham* aforesaid, and terminating in the same Parish by a Junction with the *Stratford and Thames* Branch of the *Eastern Counties* Railway; and

A Railway commencing from and out of the last-mentioned intended Railway in the Parish of *West Ham* aforesaid, and terminating in the same Parish by a Junction with the said intended Railway to the *Northern and Eastern* Line of the *Eastern Counties* Railway secondly herein-before mentioned.

Power to enlarge Goods Station.

III. That it shall be lawful for the *Eastern Counties* Railway Company to enlarge and improve a certain Goods Station now existing in connexion

connexion with the *Eastern Counties* Railway at or near *Devonshire Street East* in the Parish of *Saint Matthew Bethnal Green* in the County of *Middlesex*, and the Approaches thereto.

Works to be deposited according to deposited Plans.

IV. Whereas Plans and Sections showing the Line and Levels of the Railways by this Act authorized to be made, and also showing the Manner in which it is intended to enlarge and improve the said Goods Station and the Approaches thereto, and also Books of Reference to the said Plans containing the Names of the Owners or reputed Owners, and Lessees or reputed Lessees, and of the Occupiers of the Lands which may be required for the Purposes of the same, have been deposited for public Inspection with the Clerks of the Peace for the Counties of *Middlesex* and *Essex*: Be it enacted, That, subject to the Powers of Deviation in this Act and in "The Railway Clauses Consolidation Act, 1845," contained, the said Railways, and Station and Approaches, and other Works, shall be made or enlarged and improved in the Line or Course and in the Situation and Manner and upon the Lands delineated upon the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections; and, subject to the Provisions in this and the recited Acts contained, it shall be lawful for the *Eastern Counties* Railway Company to enter upon, take, and use such of the said Lands as may be necessary for the Purposes of the same; but it shall not be lawful for the said Company to purchase or take by Compulsion for the Purposes of the said Goods Station or Approaches any Lands or Buildings excepting those numbered respectively 1, 2, 3, 4, and 5 in the Parish of *Saint Matthew Bethnal Green* on the Plans of the said Station and Approaches deposited as aforesaid.

Lands for extraordinary Purposes.

V. That it shall be lawful for the said Company to purchase, for extraordinary Purposes connected with the Railways by this Act authorized to be made, any Quantity of Land not exceeding Five Acres.

Limiting Time for Completion of Works.

VI. That the Railways and other Works by this Act authorized shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the said Company for making the same shall cease.

As to Communication with the East and West Indian Docks and Birmingham Junction Railway.

VII. That all Communications between the Railways by this Act authorized and the *East and West India Docks and Birmingham Junction* Railway shall be effected in a substantial and workmanlike Manner, at the Expense of the said *Eastern Counties* Railway Company, and to the reasonable Satisfaction of the Engineer for the Time being of the *East and West India Docks and Birmingham Junction* Railway Company, and the same, when so effected, shall be for ever thereafter

thereafter maintained and kept in perfect Repair and Condition, and any Alterations which may from Time to Time be required to be made therein shall be made at the like Expense and to the like Satisfaction as aforesaid; and if any Dispute shall arise between the said Companies respectively as to the Mode of effecting such Junction, such Dispute shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Junction to be under Control of East and West India Docks, &c. Railway Company.

VIII. That the entire Control and Superintendence of the said Junction and the Points thereat shall be vested in the said *East and West India Docks and Birmingham Junction* Railway Company; but the Costs, Charges and Expenses of and incidental to the working of the said Junction, and of any Pointsmen, Policemen, or other Persons who may be required and appointed by the said *East and West India Docks and Birmingham Junction* Railway Company to attend thereto, for the due Security of the Traffic of the said *East and West India Docks and Birmingham Junction* Railway, shall be borne and paid by the said *Eastern Counties* Railway Company; and if any Dispute shall arise between the said Companies as to the Exercise by the *East and West India Docks and Birmingham Junction* Railway Company of such Control, Superintendence, and working of the said Junction, and the Points thereat, such Dispute shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Property of the said Railway Company not to be interfered with.

IX. That it shall not be lawful for the *Eastern Counties* Railway Company to enter upon, take, or use any of the Land or Property of the *East and West India Docks and Birmingham Junction* Railway Company, or in any Manner to alter or vary the *East and West India Docks and Birmingham Junction* Railway, or the Works appertaining thereto, without the Consent of the last-mentioned Company.

Saving Rights of the said Railway Company.

X. That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *East and West India Docks and Birmingham Junction* Railway Company.

Plan of crossing the River Lee, &c. to be approved by the Corporation of London.

XI. That the Works to be done and performed by virtue of this Act in crossing the River *Lee* or any Branch of the said River, so far as the Tide of the River *Thames* flows and re-flows therein, shall be executed according to a Plan to be approved previously to the Execution of such Works by the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, such Plan to be deposited in the Office of the Town Clerk of the City of *London*;

London; and the said Works shall be performed to the Satisfaction of the Engineer of the *Thames* Navigation for the Time being.

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

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

Directions for building the Bridge over the River Lee Navigation.

XIII. That in carrying the Railway over the River *Lee* Navigation the Company shall and they are hereby required, at their own Expense, to make, and at all Times for ever hereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the Navigation, with a clear Span between the Abutments thereof of not less than Thirty-seven Feet, and such Bridge shall be of such Dimensions that no Part of the said Span shall be less than Nine Feet above the top Surface of the Towing Path when raised to the Level authorized by "The River *Lee* Improvement Act, 1850," and shall be of such Width as shall leave a clear and uninterrupted Opening, measured in a direct Line, of not less than Thirty-seven Feet, and the Foundation Walls of the Abutments of the Bridge shall be carried to such a Depth as shall allow for the future deepening of the Navigation by the Trustees thereof to an Extent not exceeding Six Feet, and the Company shall during the whole Period of constructing and completing the Bridge leave an open and interrupted temporary Waterway for the Navigation of Twenty Feet at the least: Provided always, that the Towing Path along the Navigation to be made by the Company in connexion with the Works of the Bridge shall be completed, and the Foundation Walls of the Abutments of the Bridge shall be built and carried up to the Height of Nine Feet at least above the Towing Path, before the Expiration of Eight Calendar Months next after the Commencement of the Works of the Bridge, from the Expiration of which Period of Eight Calendar Months the whole of the Space of Thirty-seven Feet shall be cleared and left open for the Navigation and Towing Path; and the Bridge, and all the Works, Matters, and Things incidental thereto, to be done in pursuance of this Act, shall be completed before the Expiration of Twelve Calendar Months next after such Commencement; and the Bridge and Works shall be constructed and maintained to the reasonable Satisfaction of the Engineer or Surveyor for the Time being of the Trustees of the River *Lee*: Provided further, that nothing in this Act contained

shall authorize the Company during the Construction of the Works hereby authorized to be done to cause any Impediment or Obstruction to an open and sufficient Towing Path by the Side of the River *Lee* Navigation, beyond such temporary Impediments or Obstructions fairly arising out of a proper Execution of the Works: Provided also, that if any Difference of Opinion shall arise between the Engineer of the Navigation and the Engineer of the Company as to the Bridge to be built as aforesaid, the same shall be referred to such other Engineer as they shall mutually agree upon, but no such Difference shall be allowed to interfere with the Width or Height of the said Bridge.

Company to repair the *Towing* Path, and deepen Navigation under and near the Bridge.

XIV. That the Company shall and they are hereby required, at their own Expense, for ever hereafter to maintain and keep in perfect Repair and Condition the Towing Path by the Side of the River *Lee* Navigation for the Space of Twenty Yards on each Side of the Bridge to be erected by the Railway Company over the Navigation, and also forthwith, and from Time to Time hereafter, whenever required by the Trustees by Writing under their Common Seal, to deepen the Navigation at all Points under the Bridge, and to the Extent of Twenty Yards on each Side thereof, so and in such Manner as to make it at all Times correspond with any increased Depth or other Alterations or Improvements in the Navigation that may be made by the Trustees, and to keep the same to such corresponding Depth for ever hereafter, to the reasonable Satisfaction of the Engineer or Surveyor for the Time being of the Trustees of the River *Lee*.

Company to alter the fixed Bridge into a Swing Bridge, when required, for the River Lee Navigation.

XV. That if at any Time after the Erection of the fixed Bridge herein-before authorized to be constructed across the River *Lee* Navigation it shall be considered by the Trustees of the River *Lee* necessary for the Convenience of the Navigation that the said fixed Bridge shall be removed, and a swing or opening Bridge be erected instead thereof, and Notice to that Effect in Writing under the Common Seal of the Trustees shall be left at the principal Office of the Company, the Company shall and they are hereby required, at their own Expense, within Twelve Calendar Months next after the Date and Delivery of such Notice, to remove the fixed Bridge, and to erect and completely finish a swing or opening Bridge, of the same Height and not less than Thirty-seven Feet Span, for the Passage of the Railway over the River *Lee*, in lieu of such fixed Bridge, such Swing Bridge to be constructed and maintained by and at the Expense of the Railway Company, to the reasonable Satisfaction of the Trustees of the River *Lee* or of their Engineer for the Time being: Provided always, that in the event of any Dispute arising between the said Trustees and the Company as to the Necessity for a Swing Bridge, or

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as to the Form and Construction thereof, the Matters in dispute shall be left to the Decision of Two Engineers, One to be selected by either Party, and in case of Difference to be decided by an Umpire to be selected by them.

If the River Lee Navigation is obstructed, Company to pay the Damage.

XVI. That if in the course of the Execution of any of the Works by this Act authorized to be made or done, by reason of the bad State of Repair of any such Works, or of the Bridge to be built by the Company over the River *Lee* Navigation, or of any of the Slopes, Banks, or Walls of the Railway near the Navigation, it shall happen that the River *Lee* Navigation or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the Navigation, or the Horses employed in towing or hauling the same, shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved shall at any Time or Times be contracted to a less Width than herein is prescribed, then and in any and every such Case the Railway Company shall pay to the Trustees of the River *Lee*, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour, to be computed from the Time at which Notice in Writing of such Impediment or Obstruction shall have been given to the Secretary of the Railway Company, to the Extent of Seventy-two Hours, during which such Impediment shall continue; and if any such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the Railway Company, then and in every such Case the Railway Company shall pay to the Trustees of the River *Lee* the Sum of Ten Pounds for every Hour from the Termination of such Seventy-two Hours during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurers, Clerk, or Secretary for the Time being of the Company, the same may be summarily recovered before any Two of Her Majesty's Justices of the Peace for the Counties of *Middlesex* or *Essex*, on Complaint to them for that Purpose made, and which Complaint the said Justices are hereby authorized and required to hear and determine; and in default of Payment, on Demand, after Judgment made, the same, together with all the Costs attending such Proceedings, shall and may be levied by Distress and Sale of the Goods and Chattels of the Company, by Warrant under the Hands and Seals of such Justices; and all such Sums and Forfeitures shall be paid to the Trustees of the River *Lee*, to be applied by them towards the Repairs and Maintenance thereof; and in case the Bridge to be erected for the Railway over the River *Lee* Navigation as aforesaid, or the Towing Paths, Walls under the Bridge, or the several Approaches,

proaches, Sides, Slopes, or Banks of the Railway next the Navigation, or any of them, or any Part thereof, shall not be kept in good Repair and Condition, it shall be lawful for the Trustees to put the same in such good Repair and Condition, and summarily to recover the Amount of the Expenses of and attending the same from the Company, in the Manner herein-before mentioned: Provided always, that nothing herein contained shall extend to prevent the Trustees from recovering against the Company any special Damage that may be sustained by them on account of the Acts or Defaults of the Company, or of any Person or Persons employed by them or acting under their Authority, in respect of which the Penalties or any of them are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*; but in every Case where the Penalty or Penalties herein-before imposed shall have been actually paid by the Company, and any Action for special Damage shall be brought as before mentioned, then the Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before which such Action shall be tried for any Sum or Sums of Money so paid by the Company, and the same shall be deducted from the Damages to be recovered by the Trustees; and in case the Amount of Damages to be recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the Company: and no summary Proceedings shall be maintainable by the Trustees for the Time being against the Company for the Recovery of any Penalty or Penalties, after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Saving the Right of the Trustees of the River Lee.

XVII. That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Trustees of the River *Lee*, or authorize or empower the Company to alter the Line or Level of the Navigation, or of the Towing or Foot Paths thereto, or of any or either of them, or any Part thereof respectively, or in any Manner to obstruct or impede the Navigation or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or to divert or turn any Watercourse or Land Drain into any Part of the Navigation, or to interfere with or injure any of the Works of the Navigation, or to take or use any of the Lands or Buildings or other Property belonging to the said Trustees, or to do any Act whatever to the Prejudice of the Navigation, except so far as they may be authorized so to do under the express Provisions of this Act, without the

the Consent of the Trustees in Writing under their Common Seal first had and obtained.

Company not to interfere with Works of Metropolitan Commissioners of Sewers, without Consent.

XVIII. That nothing in this Act contained shall extend or be deemed or construed to extend to enable the Company to execute any Work or do any Act which may interfere with or affect any Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock or Work, within the Jurisdiction or subject to the Survey, Order, or Control of the Metropolitan Commissioners of Sewers or their Successors, now made or existing, or hereafter to be made or to exist, without the Consent in Writing of the said Commissioners or their Successors first had and obtained, or to prevent the said Commissioners and their Successors from executing and carrying out any Works ordered or hereafter to be ordered by them or either of them, as freely, fully, and effectually as if this Act had not been passed; and where any Works to be done under the Powers of this Act shall or may pass under, over, or near to or in such a Direction or Manner as to interfere with any such Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock, or Work, the Company shall not commence such Work until they shall have given to the Metropolitan Commissioners of Sewers or their Successors Ten Days previous Notice in Writing of their Intention to execute such Work, accompanied by a Plan and Section showing the Course, Depth, Inclination, and other necessary Particulars thereof, and until the said Commissioners or their Successors shall have signified their Approval of the same, unless the said Commissioners do not signify their Approval, Disapproval, or other Directions within Ten Days after Service of the said Notice, Plan, and Section upon the Secretary of the said Commissioners, or their principal Clerk for the Time being; and the Company shall comply with and conform to the Orders, Directions, and Regulations of the said Commissioners and their Successors in the Execution of the said Works; and where by reason of the Execution of any Works or the doing of any Acts by the said Company it shall become necessary to alter, divert, reconstruct, or otherwise interfere with any Works of or under or subject to the said Commissioners or their Successors, the Company shall execute, at their own Cost and Expense, all such Works as shall become necessary thereby, subject to the Control, Superintendence, and Direction of the said Commissioners and their Successors, and shall save harmless and keep indemnified the said Commissioners and their Successors against any Expenses consequent upon any such Alteration, Diversion, Reconstruction, or Interference; and all new, altered, or substituted Works shall be as fully and effectually under the Control of the said Commissioners and their Successors as any other Works under their Control; and nothing in this Act shall extend to prejudice, diminish,

diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Commissioners or their Successors, but all such Rights, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

Regulating Mode of crossing Canal of East London Waterworks Company.

XIX. And whereas the Railway by this Act authorized is proposed to be constructed across the principal Canal or Aqueduct by which the Works of the Company of Proprietors of the *East London* Waterworks are supplied by Water, and it is essential that the same shall be so constructed as not to interfere prejudicially therewith, or with the convenient Passage along the Path adjoining the same of Workmen and others employed in watching and maintaining or repairing the said Canal or Aqueduct: Therefore, notwithstanding anything in this Act or the recited Acts contained, it shall not be lawful for the Company, without the Consent in Writing of the said Company of Proprietors under their Common Seal, to form their said intended Railway over or across the said Canal or Aqueduct and Pathway otherwise than by an Arch or Viaduct of the Dimensions following; (that is to say,) the Height of the said Arch or Viaduct over the Middle of the said Pathway shall not be less than Six Feet, measuring from the present Level of the said Path to the under Side of the said Arch or Viaduct, and the Span of the same Arch or Viaduct shall not be less than Twenty-four Feet in the Clear, and the said Arch or Viaduct shall be made and constructed and from Time to Time maintained and repaired at the sole Expense of the Company, and in such Manner as to cause the least possible Interference with or Disturbance of the Waters in the said Canal or Aqueduct, and to the Satisfaction of the principal Engineer of the said Company of Proprietors of the said Waterworks.

Penalty in case of Obstruction.

XX. That if by reason of any Works or Proceedings of the Company there shall be any such Obstruction of or Interference with the said Canal or Aqueduct as to prevent or impede the free Flow of the Waters thereof, or so as to foul the same, the Company shall pay to the said Company of Proprietors the Sum of Ten Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction or Foulness shall continue, and shall, in addition thereto, repay to the said Company of Proprietors all Costs and Expenses to which they may be put by reason of such Obstruction, as well as full Compensation for the Inconvenience sustained by them by reason thereof.

Saving Rights of East London Waterworks Company.

XXI. That nothing in this Act or the recited Acts contained shall authorize the Company to alter, vary, or interfere with the said Canal or Aqueduct, or other the Works of the said Company of Proprietors

Proprietors of the *East London* Waterworks, nor to take or enter upon any of their Lands or Grounds, further or otherwise than is herein expressly authorized, without the Consent in Writing of the same Company of Proprietors under their Common Seal, nor, further or otherwise than as aforesaid, to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of the same Company of Proprietors.

Railways and Works by this Act authorized to form Part of the Eastern Counties Railway.

XXII. That the Railways and Works by this Act authorized to be made shall form Part of the Undertaking of the *Eastern Counties* Railway Company; and it shall be lawful for the said Company to apply any Capital or Funds now belonging to them, or under the Control of their Directors, or any Money which they are now authorized to raise on Mortgage or Bond, to the Purposes aforesaid or any of them.

Tolls.

XXIII. Whereas the Railways by this Act authorized are of very inconsiderable Length, and are proposed to be constructed solely for the Purpose of forwarding or carrying Traffic which may have passed or may be about to pass over certain Railways of the *Eastern Counties* Railway Company to or from the *East and West India Docks and Birmingham Junction* Railway, and it is expedient to provide as after mentioned with respect to the Tolls and Charges to be taken and made by the *Eastern Counties* Railway Company for the Use of the said Railways, and of Engines and Carriages employed thereon: Be it enacted, That, subject to the Provisions after mentioned, it shall be lawful for the *Eastern Counties* Railway Company to demand and receive such Tolls and Charges in respect of each and every Description of Traffic passing over the Railways by this Act authorized or any Portion of the same as they would have been entitled to demand and receive, and would, according to their Scale of Charges for the Time being, actually have charged, for Traffic of the like Description if the said Railways or the Portion thereof over which such Traffic may pass had formed Part of such Railway of the *Eastern Counties* Railway Company as such Traffic shall have proceeded from or may be about to be forwarded by.

Maximum Charges.

XXIV. Provided always, That the maximum Charges to be made by the said Company for the Conveyance of Passengers, Animals, and Goods over the whole or any Portion of the Railways by this Act authorized shall not in any Case exceed the following; (that is to say,)

For Passengers, if conveyed in First-class Carriages, Sixpence; if conveyed in Second-class Carriages, Fourpence; if conveyed in Third-class Carriages, Twopence:

For

For Coal, Iron in Pigs, Bars, and Rods, Salt, Dung, Compost, Limestone, Manure (except Lime), and undressed Materials for the Repair of public Roads and Highways, *per* Ton, Fourpence:

For Coke, Culm, Charcoal, and Cinders, Lime, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, and all Descriptions of Wrought Iron, Iron Castings (not manufactured into Utensils), or other Articles of Merchandise, Soda, Oil Cake, Oil in Casks, Pitch, Tar, Saltpetre, Ale, Beer, raw Hides, Hoofs and Horns, Bones, Asphaltum, Sugar, Coffee, Rice, Tallow, Cheese, Butter in Casks, Potatoes, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Blocks, Slabs, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton, Sixpence:

For manufactured Iron, Steel Tools, Bark, Manchester Packs, Linen, Paper, Hay and Straw, *per* Ton, Eightpence:

For Cotton and other Wools, Drugs, manufactured Silk, Fruit, Fish, Merchandise, and all other Articles, Matters, or Things, *per* Ton, Tenpence:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, One Shilling:

For Horses, Mules, or Asses, *per* Head, Tenpence:

For Oxen, Cows, Bulls, or Neat Cattle, *per* Head, Sixpence:

For Calves or Pigs, *per* Head *per* Mile, Fourpence:

For Sheep, Lambs, or other small Animals, *per* Head, Threepence.

Fractional Part of a Ton.

XXV. That for a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be emed a Quarter of a Ton.

General Weight.

XXVI. That with respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight.

Weight of Stone and Timber.

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

Increased Charges may be taken by Agreement.

XXVIII. That nothing in this Act shall be held to prevent the said Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger Trains, or by reason of the same being loaded or unloaded by the Company,

Company, or of any other special Service performed by the said Company in relation thereto.

Passengers Luggage.

XXIX. That every Passenger travelling on the Railways by this Act authorized to be made may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First-class Passengers, Sixty Pounds in Weight for Second-class Passengers, and Forty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Deposits for future Bills not to be paid out of the Company's Capital.

XXX. That it shall not be lawful for the said Company, out of any Money by any Act relating to the said Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purposes of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Interest not to be paid on Calls paid up.

XXXI. That it shall not be lawful for the said Company, out of any Money by any Act relating to the said Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital authorized to be raised by any Act relating to the said Company: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Railways to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

XXXII. Whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway;* and another Act was passed in the Fourth Year of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present

Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Railways by this Act authorized to be made or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the said Railways and Company, so far as the same shall be applicable thereto.

Railways not exempt from Provisions of future General Acts.

XXXIII. That nothing in this Act 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 this Act, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Short Title.

XXXIV. That in citing or referring to this Act in other Acts of Parliament, or in Pleadings, legal Instruments, or other Proceedings, it shall be sufficient to use the Expression "The *Eastern Counties* (*East and West India Dock* Branches) Railway Act, 1852."

Expenses of Act.

XXXV. That all the Costs, Charges, and Expenses of and incidental to the passing of this Act shall be paid by the *Eastern Counties* Railway Company.

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