ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

****

Cap. cvi.

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." [4th *July* 1836.]

WHEREAS the making a Railway from *London* to *Norwich* and *Yarmouth*, passing by *Romford*, *Chelmsford*, *Colchester*, and *Ipswich*, would be of great public Advantage by opening an additional, certain, and expeditious Communication between those Cities and Towns and the intermediate and adjacent Towns and Districts, and also by facilitating the Means of Intercourse between the Metropolis and the Eastern Districts of *England*: And whereas the King's most Excellent Majesty, in right of His Crown, is interested in certain Property on the Line of the said proposed Railway: And whereas the several Persons herein-after named are willing at their own Costs and Charges to carry the said Undertaking into execution, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 *Robert Alexander*, Colonel Sir *Robert Harvey*, *Henry Bosanquet*, *William Barth*, *William Curzon Crawford*, *John Cobbold*, Reverend *John Chevillier*, *George Clapham*, *Henry Dixon*, *Thomas Bilcliffe Fyler*, *Thomas Charles Holcombe*, *Charles* *Wood*,

Proprietors incorporated.

Wood, *Henry Luard*, *Joseph Marriage* junior, *Nicholas Roskell*, *Joseph Hornby*, *William Morgan*, *Thomas Crutwell*, Major *William Richards*, *John Douglas*, and *William Richardson*, and all other Persons and Corporations who have subscribed or 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 Works by this Act authorized, and for other the Purposes herein declared, 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 Eastern Counties Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use and Benefit of the said Undertaking without incurring any Penalties or Forfeitures, and shall also have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Rules for the Interpretation of this Act.

II. And be it further enacted, That in the Interpretation or legal Construction of this Act, where any Word is used importing the Singular Number or the Masculine Gender only, such Word shall be understood and held to include several Matters and Things as well as one Matter and Thing, several Persons as well as one Person, and Females as well as Males; and where the Word "Lands" shall be used the same shall be understood and held to include Tenements, Buildings, and all other Hereditaments, and any Rights or Easements over Lands, Tenements, Buildings, and other Hereditaments; and where the Word "Corporation" shall be used, the same shall be understood and held to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context clearly repugnant to such Construction.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 1,600,000*l.*, to be divided into Shares of 25*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole One million six hundred thousand Pounds, the whole to be divided into Shares of Twenty-five Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every 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 Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and shall receive in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages

Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company as and when the same shall be divided by the Authority of this Act.

To compel Payment of Subscriptions.

IV. And be it further enacted, That the several Persons who have subscribed or who shall hereafter subscribe or agree to advance or pay any Money for or towards the said Undertaking, shall and they are hereby required to pay the Sums of Money by them respectively subscribed or agreed to be paid, or such Parts thereof as shall from Time to Time be called for by the Directors of the said Company under the Powers of this Act, at such Times and Places and to such Persons as shall be directed by the said Directors; and in case any Person shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company to sue for and recover the same, with full Costs of Suit, in any Court of Law or Equity, together with Interest on every such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum*, from the Time when the same was directed to be paid as aforesaid up to the Day of the actual Payment thereof.

Application of Money to be raised.

V. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and afterwards the Remainder of such Money shall be applied in, for, and towards purchasing Lands, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

Company empowered to make the Railway.

VI. And be further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated upon the amended Plan, and described in the amended Book of Reference to be deposited with the respective Clerks of the Peace for the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and the Town and County of the City of *Norwich*; (that is to say,) a Railway commencing at or near *High Street, Shoreditch*, in the Parish of *Saint Leonard's Shoreditch* in the County of *Middlesex*, and to terminate in, at, or near *Norwich* and *Great Yarmouth*, (that is to say, as regards *Norwich*, in, at, or near *Carrow Abbey Field* in or near the City and County of *Norwich*, and as regards *Great Yarmouth*, at or near the new Suspension Bridge in *Great Yarmouth* aforesaid,) and passing from, through, or into the Parishes, Townships, and Places of *Christ Church Spitalfields*, *Saint Matthew Bethnal Green*, *Mile-end Old Town*, *Mile-end New Town*, *Old Ford*, *Stratford-le-Bow*, and *Saint Mary-le-Bow*, or some of them, all in the County of *Middlesex*; *Low Layton*, *Leytonstone*, *Wanstead*, *Little Ilford*, *West Ham*, *East Ham*, *Barking*, with *Great Ilford*, *Ilford*, *Chadwell*, *Havering Atte Bower*, *Romford*, *Harol's Wood*, *Dagenham*, *Hornchurch*, *Upminster*, *South Weald*, *Brook Street*, *Great Warley*, *Little Warley*, *Brentwood* in *Southweald*, *Ingrave*, *Shenfield*, *Mountnessing*, *Ingatestone*, *Fryerning*, *Buttsbury*, *Margaretting*, *Widford*, *Writtle*, *Great Baddow*, *Moulsham*, *Chelmsford*, *Bromfield*, *Springfield*,

Springfield, *Boresham*, *Hatfield Peverell*, *Terling*, *Witham*, *Rivenhall*, *Kelvedon*, *Feering*, *Easthorpe*, *Copford*, *Little Tey*, *Marks Tey*, *Aldham*, *Stanway*, *West Bergholt*, *Lexden*, *Mile-end*, *Colchester*, *Saint Botolph's* and *Saint James's* in the Borough of *Colchester*, *Hythe*, *Greenstead*, and *All Saints* in the Borough of *Colchester*, *Ardleigh*, *Dedham*, *Lawford*, or some of them, all in the County of *Essex*; *East Burgholt*, *Brantham*, *Holton Saint Mary*, *Tattingstone*, *Bentley*, *Great Wenham*, *Little Wenham*, *Raydon*, *Capel Saint Mary*, *Belstead*, *Wherstead*, *Chattesham*, *Copdoch*, *Washbrook*, *Ipswich*, *Saint Mary Stoke*, *Sproughton*, *Saint Peter's*, *Saint Matthew's*, *Saint Margaret's*, *Westerfield*, *Whitton*, *Witnesham*, *Ash Bocking*, *Gosbech*, *Pettaugh*, *Tuddenham*, *Akenham*, *Henley*, *Swilland*, *Helmingstone*, *Coddenham*, *Otley*, *Helmingham*, *Crowfield*, *Stonham Parva*, *Stonham Aspall*, *Claydon*, *Winston*, *Mickfield*, *Debenham*, *Aspall*, *Kenton*, *Brockford*, *Witheringsett*, *Rishangles*, *Thwaite*, *Wickham Sheigh*, *Thorndon All Saints*, *Stoke Ash*, *Accold*, *Braiseworth*, *Thornham Magna*, *Thornham Parva*, *Yaxley*, *Eye*, *Thrandeston*, *Denham*, *Broome*, *Stuston*, *Oakley*, *Hoxne*, or some of them, all in the County of *Suffolk*; *Scole*, *Thorp Parva*, *Osmondeston*, *Billingford*, *Frense*, *Thelveton*, *Dickleborough*, *Shimpling*, *Rushall*, *Burston*, *Tivitshall Saint Mary*, *Pulham Saint Mary the Virgin*, *Tivitshall Saint Margaret*, *Pulham Saint Mary Magdalen*, *Hardwick*, *Tibbenham*, *Moulton* or *Moulton Saint Michael*, *Shelton*, *Wacton Magna*, *Stratton Long Saint Mary*, *Morning Thorpe*, *Stratton Saint Michael*, *Forncett Saint Peter*, *Fritton*, *Tharston*, *Hempnall*, *Tasburgh*, *Saxlengham Thorpe*, *Saxlengham Nethergate*, *Flordon*, *Newton Flotman*, *Shottesham Saint Mary* and *Saint Martin*, *Shottesham All Saints*, *Stoke Holy Cross*, *Swamsthorpe*, *Poringland*, *Mulbarton*, *Ketteringham*, *Hillington*, *Dunston*, *Great Poringland*, *Little Poringland*, *Kiswick*, *Swardiston*, *Caister Saint Edmund's*, *Rockland*, *Markshall*, *Arminghall*, *Bexley*, *Cringleford*, *Newton*, *Lakenham*, *Trowse* with *Newton*, *Trowse Millgate*, or some of them, all in the County of *Norfolk*; *Norwich*, *Thorpe*, *Earlham*, *Heigham*, *Eaton*, *Lakenham*, *Trowse Millgate*, *Trowse Newton*, *Carrow*, *Bracondale*, *All Saints*, *Saint Ethelred*, *Saint John Sepulchre*, *Saint John Baptist*, *Timberhill*, *Saint Julian*, *Saint Michael at Thorne*, *Saint Peter per Mountergate*, *Saint Peter Southgate*, *Saint Peter Mancroft*, *Saint Stephen*, *Saint Giles*, or some of them, all in the City and County of *Norwich*; *Witlingham*, *Kirby Saint Mary*, *Kirby Bedon*, *Thorpe Saint Andrew*, *Postwick*, *Saint Mary's Surlingham*, *Plumstead Parva*, *Plumstead Magna*, *Brundall*, *Witton*, *Blofield*, *Bradestone*, *Brandistone*, *Lingwood*, *Strumpshaw*, *Burlingham Saint Andrew*, *Burlingham Saint Peter*, *Southwood*, *Hassingham*, *Buckenham*, *Freethorpe*, *South Burlingham*, *Saint Edmund's*, *Acle*, *Beighton*, *Moulton*, *Tunstall*, *Halvergate*, *Stokesby with Herringby*, *Hemblington*, *Wickhampton*, *South Walsham Saint Mary*, *South Walsham Saint Lawrence*, *Upton cum Fishley*, *Runham*, *Cantley*, *Great Yarmouth*, and certain extra-parochial Lands, or some of them, all in the County of *Norfolk*.

Plans and Books of Reference to remain in Custody of Clerks of Peace.

VII. And whereas Maps or Plans and Sections describing the Lines of the said Railway, and the Lands in, through, over, or upon which the same are intended to be carried or made, together with Books of Reference thereto containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Middlesex*, *Essex*, *Suffolk*,

Suffolk, and *Norfolk*, and for the Town and County of the City of *Norwich*: And whereas, since the depositing of the said Maps or Plans and Sections and Books of Reference, certain Alterations and Amendments of the Line of the said Railway laid down upon such Maps or Plans have been agreed and determined upon, with the Concurrence of the Owners and Occupiers of the Lands through which such altered Lines are intended to be made, and which intended Lines are marked or delineated on a Map or Plan which, since such Alterations and Amendments have been consented to, have been signed by the Chairman of the Committee to whom this Act, when a Bill, was referred in the House of Commons, and lodged in the Private Bill Office of that Honourable House; be it therefore enacted, That Maps or Plans describing the Line of the said Railway as the same has been agreed to be altered and amended, and corresponding with the said Map or Plan so recently lodged in the Private Bill Office of the House of Commons, and to be authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, together with amended Books of Reference thereto, within Three Calendar Months after the passing of this Act, be deposited with the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans and Books of Reference so to be deposited respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan or Book of Reference so inspected or referred to may be for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference so to be deposited, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified under the Hand of such Clerk of the Peace from whose Office the same shall be obtained, who is hereby required to certify the same, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Unintentional Errors in Act or Plans or Books of Reference not to prevent Execution of the Act.

VIII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and in, through, over, upon, under, or across the Lands delineated on the said Maps or Plans so to be deposited, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule thereto, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace for the said Counties of *Middlesex*, *Essex*, *Suffolk*, or *Norfolk*, or the Town and County of the City of *Norwich*, as the Case may require (in case of Dispute about the same), and be certified by Writing under the Hands of such Justices, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, Towns, and Places (as the Case may require); and Copies thereof, certified by such respective Clerks of the Peace under

their respective Hands, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Power to take Lands, &c.

IX. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, or any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise, in the Execution of any of the Powers of this Act, and which may be proper or necessary 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 full and true Intent and Meaning of this Act; and also to make and construct upon, across, under, or over the said Railway or other Works, or any Lands, Hills, Vallies, Streets, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, whether temporary or permanent, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery and other Conveniences, and Works of all Descriptions, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses, for such Time as may be judged necessary by the said Company for constructing or maintaining any of the Works aforesaid; and also to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise or lower any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining or near to the said Railway, except Houses or Buildings, for the Purpose of conveying Water from or to 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 generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents 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 full Satisfaction, in manner herein-after mentioned, to all Persons and Corporations interested in any Lands which shall be taken, used, or injured for all Damages by them sustained in or by reason of 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 for what they or any of them shall do by virtue of the Powers hereby granted, subject

ject nevertheless to such Provisions and Restrictions as are hereinafter mentioned and contained; provided that all Works which may be done by the said Company relating to the Drainage of the said Railway and Lands shall be subject to the Regulations of the Commissioners of Sewers within whose Limits such Railway and Lands shall be situate: Provided also, that nothing herein contained shall authorize or empower the said Company to alter or divert the Course of the River *Lea*, or of any Rivers, Brooks, Streams, or Watercourses, within the Parish of *West Ham* in the County of *Essex*, or of the River *Wenson* otherwise called the *Yare*, in the County of *Norfolk* and City of *Norwich* and County of the same, or any Rivers, Brooks, or Streams running into the same last-mentioned River.

For protection of Andrew Reid, Esq., and Sir Charles Morgan, Bart.

X. Provided always, and be it further enacted, That the said Railway, so far as the same Line or Course thereof shall pass through the Land of *Andrew Reid* of *Lions Down*, *East Barnet* in the County of *Hertford*, Esquire, situate at *Mile-end Old Town* in the Parish of *St. Dunstan*, *Stepney*, held under Building Leases for long Terms of Years from Sir *Charles Morgan* Baronet, shall be made upon and over the same in the Line or Course herein-after described; that is to say, in a Line or Course commencing on the West Side of the said Estate abutting on the *Grove Road* from a Stake extending Thirty Feet South from the Parish Boundary Stone, affixed against the South-west Inclosure Wall of the Mansion House in *Grove Road*, late in the Occupation of *Thomas Benson*, and thence running One thousand three hundred and twelve Feet from West to East through the said Estate of the said *Andrew Reid*, home to and abutting East on the *Coborn Road* to another Stake, and extending Fifty-one Feet Nine Inches from thence Northward to a Wood Fence belonging to *West Cottage* in the Occupation of *Spicer*; and also that such Railway shall not exceed Thirty Feet in Width, and shall in the whole of the said deviated Line or Course so herein-before directed, and also so far as the same passes through the Land of Sir *Charles Morgan* Baronet in the said Parish of *St. Dunstan*, *Stepney*, be constructed and carried upon Arches of the Height and Dimensions following, that is to say, not less than Twenty Feet in Height from the Level of the Ground to the Soffit of the Arch, and not less than Forty Feet in Width between the Piers; and that such Arches shall also be constructed and built in such Manner, and the Piers thereof placed in such Situations, that no Part of any Archway upon the said Land of the said *Andrew Reid* shall extend into any other or adjoining Property.

Reservation to Andrew Reid, Esq., and Sir Charles Morgan, of the Archways on the said Estate.

XI. And be it also enacted, That the Powers of the said Company under any of the Provisions of this Act to take, use, or purchase Part of the said Land of the said *Andrew Reid* for the Purposes of the said Railway shall be confined to the said Line or Course in which the same is hereby directed to be carried over the said Land as aforesaid, and to the actual Width of the Railway, but not exceeding Thirty Feet as aforesaid, and shall be made also subject to the following Rights or Exceptions and Reservations; that is to say, and be it enacted accordingly, that notwithstanding any such Purchase by, and consequent Conveyance or other Assurance to, or Entry by or vesting in

in the said Company, or any of the Provisions or Enactments whatsoever in this present Act contained, or any Rule or Construction of Law to the contrary, the said *Andrew Reid*, his Executors, Administrators, and Assigns, and the said Sir *Charles Morgan*, his Heirs and Assigns, and all other Persons, if any, having any Interest in the said Estate, according to the respective Rights and Interests therein of them the said *Andrew Reid*, his Executors, Administrators, and Assigns, and the said Sir *Charles Morgan*, his Heirs and Assigns, and such other Persons, shall at all Times and without paying any thing for the same be entitled to retain Possession of and use the Archways of the said Railway upon the said Estate, and to build in and convert the same or any of them, and the Ground and Soil thereof between the Piers of the same or any of them, to any such Purposes whatsoever, as he or they respectively, according to such their several Rights and Interests, shall from Time to Time think fit: Provided always, that such Retention and Use shall be taken into consideration and allowed for to the said Company in assessing the Value and Compensation to be paid by the said Company for the Land of the said *Andrew Reid* and the said Sir *Charles Morgan*, which shall or may be taken for the Purposes of constructing the said Railway.

Penalty on obstructing Persons employed in the Construction of the Railway.

XII. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence.

Power to treat for the Purchase of Lands.

XIII. And be it further enacted, That it shall be lawful for the said Company to treat and agree for the Purchase of any Lands authorized to be taken and used by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interests therein, and Charges thereon, or such of them or such Part thereof as the said Company shall think proper.

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

XIV. And be it further enacted, That if any Corporation or other Party by this Act authorized to sell and convey any Lands 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 given to 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.

Persons under legal Disability empowered to sell and convey Lands.

XV. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained by the said Company, it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, 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 all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act, if sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to 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 whatsoever seised or possessed of or interested in, any such Lands, to contract for, sell, and convey the same, or any Part thereof, unto the said Company; and all Conveyances of Land required for the Purposes of this Act shall be made at the Expence of the said Company, and may be according to the following Form, (unless where they may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary to insert particular Covenants, Conditions, or Agreements,) or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of Conveyance to the Company.

‘ I of in consideration of the Sum of
‘ to me, [*or, as the Case may be*, into the Bank of *England*, in
‘ the Name and with the Privity of the Accountant General of the
‘ Court of Exchequer, *ex parte* “ The Eastern Counties Railway
‘ Company,” *or* to *A. B.* of and *C. D.* of
‘ Two Trustees appointed to receive the same,] pursuant to the Act
‘ after mentioned, paid by the Eastern Counties Railway [*or* the
‘ said] Company, established and incorporated by an Act of Parlia-
‘ ment passed in the Year of the Reign of His Majesty King
‘ *William* the Fourth, intituled [*here set forth the Title of this Act*],
‘ do hereby convey [*or, in case of Copyhold or Customary Lands*
‘ *requiring Surrender*, do hereby agree to surrender] to the said
‘ Company, their Successors and Assigns, all [*describing the Pre-*
‘ *mises to be conveyed or agreed to be surrendered*], together with all
‘ Ways, Rights, and Appurtenances thereunto belonging, and all
‘ such Estate, Right, Title, and Interest in and to the same, and
‘ every Part thereof, as I am or shall become seised or possessed of,
‘ or am by the said Act capacitated or empowered to convey or
‘ surrender; to hold the Premises to the said Company, their Suc-
‘ cessors and Assigns, for ever, according to the true Intent and
‘ Meaning of the said Act. In witness whereof I have hereunto set

' my Hand and Seal the Day of in the Year of our
' Lord .'

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged, yet they shall in Equity afford the same or the like Protection and Priority as if they had been assigned and kept on foot in Trust for the said Company, and to attend the Reversion and Inheritance.

Company to pay the Expences of deducing Title.

XVI. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands of all attested Copies which the said Company may require of any Deeds, Evidences, or Writings relating thereto, and of all Covenants for Production thereof, and all Expences whatsoever incident to the Investigation, Deduction, or Verification of such Title, shall be exclusively borne and paid by the said Company, and shall be paid by the said Company before entering into possession of the Lands so purchased: Provided always, that before the Delivery of any Abstract of Title to any Lands required by the said Company, or of any Interest therein required to be purchased, the Vendor of such Lands, or Party having such Interest therein, shall deliver or cause to be delivered to the said Company, and at the Expence of the said Company, if required by them, a Schedule or List of all the Instruments by which he or they shall propose to establish his or their documentary Title to the same; and the said Company shall be entitled to inspect the same Instruments, or any of them, and either upon or after such Inspection to dispense with or require the Abstract or Verification in the usual Manner, as they shall think proper, of all or any of the same Instruments at the Costs of the said Company; and in case no such Schedule or List shall be delivered or Inspection of such Instruments allowed as aforesaid, then and in such Case the said Company shall not be called on to pay any of the Expences of any Abstracts of Title, or the Costs of Verification of the same, delivered or incurred contrary to such the Directions or Request of the said Company as aforesaid: Provided always, and it is hereby declared, that nothing in this Act contained shall make it compulsory on any Person or Corporation to produce his or their Title Deeds or documentary Evidence of Title, or to give an Abstract or Schedule thereof, contrary to his or their Will or Pleasure.

In case of Dispute the Costs to be taxed by a

XVII. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the

said Court of Exchequer; and it shall be lawful for the said Court, on a Petition to be presented by the said Company or the Party with whom such Dispute shall arise, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court to be taxed in the usual Manner, and after Taxation thereof to order and direct that the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken, shall be paid to the Person or Persons aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until they shall have deposited the Amount claimed in respect of such Costs, Charges, and Expences in the Hands of some Banker to be appointed by the Party with whom such Dispute shall arise, or shall have deposited in 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 there *ex parte* "The Eastern Counties Railway Company," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth; which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed; in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be deducted by the said Company from the Sum payable by them under the Direction or Award of the said Master.

Master of the Court of Exchequer.

XVIII. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act, which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or Parcel, according to the Custom of such Manor; which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect, in respect of such Copyhold or Customary Estates and Interests, as such Conveyance as aforesaid, made by the same Corporation or Person, would have had over the Lands comprized in such Surrender, in case the same had been of Freehold Tenure in the same Corporation or Person, and such Lands shall continue subject to the same Fines, Rents, and Services, or such Proportion thereof as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall be enfranchised by virtue of the Powers herein-after contained; 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,

Conveyance of Copyholds.

prevent

prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, as he would have received if such Copyhold or Customary Premises had continued to be the Property of Persons in their individual Capacities, the said Lord shall be paid by the said Company, at the Time of such Surrender as aforesaid, a reasonable Recompense and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services, the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompense and Satisfaction, if not settled by Agreement between the Parties, (and which Agreement all Lords of Manors, and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands, are hereby empowered to enter into,) shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor, whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel, shall not have contracted to enfranchise the the same, and shall have received from the said Company a Recompense or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost, by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands 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 which shall be so 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 in respect whereof such Recompense and Satisfaction shall have been made as aforesaid.

Lords of Manors under Disability empowered to enfranchise Copyholds.

XIX. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor, whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or Parcel, and whether an individual Person or a Corporation, and whether seised in his own Right or as Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Female whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Corporations and Persons aforesaid are hereby empowered and required, if called upon by the said Company, to contract for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands, by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands, or as near thereto as may be; and in case such Lord or other Corporation or Person hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands, and the Price to be paid by the said Company for the Purchase of the Enfranchisement

chisement of any such Lands shall (in case the Parties differ about the same) be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation for Apportionment of Rents of Copyholds.

XX. And be it further enacted, That the Appointment or Apportionment of the Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury (if required by either Party), in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment or Apportionment 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 of the Manor whereof the same Copyhold or Customary Lands are held or Parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same, after the Apportionment thereof.

Waste Lands to be conveyed by the Lords of Manors.

XXI. And be it further enacted, That in all Cases wherein, in the Execution of the Powers of this Act, there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate (or if the same shall not be the Waste of any Manor then having such Estate or Interest in the Soil of the said Lands,) as the Corporations and Persons who are by this Act enabled to sell other Lands have in such Lands (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands) shall be a good and sufficient Conveyance to the said Company, for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwardens received and applied for such general

or parochial Purposes within the said Parish as a Vestry thereof (if a Parish or Chapelry, and if not, as a Meeting of the Inhabitants assessed and having paid to the County or Highway Rate,) to be convened by such Churchwardens for that Purpose shall direct: Provided always, that in all Cases wherein the said Churchwardens are empowered to receive such Compensation as aforesaid the Notices by this Act required to be served on the Owners or Occupiers of Lands required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise (as the Case may require) shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company: Provided also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor, if any, does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Land or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them, or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act or not,) shall entitle such Freeholders to Common Right in or over such Common or Waste Land or other Lands, and whose said Lands in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at least of the whole of the Lands which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company, for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, or so much thereof as they may from Time to Time require or take, free from all Rights of Common, and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

Where Commoners exceed Twelve in Number, a Meeting to be called.

XXII. And be it further enacted, That in all Cases where the Parties entitled to any such commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing, and the Majority of which Meeting shall have Power to appoint a Committee, to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such commonable or other Rights, and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the

Compensation to be paid for the Extinguishment of such commonable or other Rights, and all Matters and Things relating thereto, and to receive the same for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as hereby is authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such commonable or other Rights shall extend, or in case the same shall be unoccupied then affixed upon some conspicuous Part of such Lands.

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

XXIII. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject solely, or jointly with other Lands not intended to be purchased, to or with any Rent Service or Rent-charge or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased or wanted or intended to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance for such gross Sum 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, and which Agreement may be entered into by all Corporations and other Persons by this Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury (if required) in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or wanted or intended to be purchased, and shall also (where necessary or convenient) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased, and of the Lands not purchased or wanted or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and any such Party as aforesaid, respecting such Lease, shall

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): Provided always, that when the Party entitled to such Rent, Payment, or Incumbrance shall consider the remaining Part of the Lands so jointly subject and the same shall in fact be a sufficient Security for such Rent, Payment, or Incumbrance, and shall be willing to release the Lands so purchased by the said Company therefrom, then and in such Case it shall be lawful for the Party entitled by this Act, or capacitated to apportion such Rent, Payment, or Incumbrance, or to release the Lands so purchased therefrom, (with the Consent of the Owner of the Lands so purchased, and also of the Owner of the adjoining Lands so jointly subject as aforesaid, such Owners not being incapacitated Persons,) to release the Lands so purchased as aforesaid from the Rent, Payment, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the whole of such Rent, Payment, or Incumbrance: Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands 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 not so purchased had been originally charged with that Amount only: Provided also, that when a Part 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 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 which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated.

Rents on Leases to be apportioned.

XXIV. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands, and such Apportionment shall, in case the same shall not be 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 to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment 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 Lessor from whom such Lands

Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rents, be liable only to so much of the Rents reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act, and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Mortgagees to convey to Company.

XXV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person, and whether in Possession thereof by virtue of such Mortgage or not), 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 release, assign, and transfer such mortgaged Premises to the said Company, or to such Person as they shall appoint, and which Release, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then, at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to release, assign, or 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 any such Mortgagee shall neglect or refuse to release, 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 or at any Time after 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, of Six Calendar Months Interest in advance for the Use of such Mortgagee, 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 the said Company shall be deemed to be in the actual, legal, and equitable Possession of the Premises and Estate comprised in such Mortgage, to all Intents and Purposes whatsoever.

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

XXVI. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands 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 Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the 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 on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and 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 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, and such Mortgagee shall thereupon release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or in case of his neglecting or refusing to release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England*, to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; 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 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, Interest, Costs, and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession thereof, to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or 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 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 originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as afore-

said, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time (if required) be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

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

XXVII. 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 Lands, or any Part thereof, for the Purposes of this Act, shall have been given to any Person or Corporation seised, possessed of, or interested in, or authorized by this Act to accept and receive Satisfaction and 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, such Person or Corporation 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 he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive, in satisfaction and compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Satisfaction to be made for Lands taken for the Railway.

XXVIII. And be it further enacted, That all Persons, Corporations, and other Parties by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through, over, or upon which the said Railway or other Works hereby authorized are intended to be made, or of any Share, Estate, or Interest in such Lands, may agree to accept and receive, and may (subject to such Restrictions as in this Act are contained as to the Payment thereof) accept and receive Satisfaction or Recompence for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the severing or dividing of such Lands, or by the Apportionment or Release of Rents, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Persons, Corporations, or other Parties by reason of the taking thereof, or by reason of any of the Works by this Act authorized, or of the Execution of the Powers hereby granted, 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,

pence, or Compensation, the same respectively, or either of them, concerning which they do 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, the Value of the Land and Damages to be settled by a Jury.

XXIX. 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 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, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, convey, or release 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 of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one 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 of such Parties as aforesaid shall, for the Space of One Calendar Month next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat, or shall not agree with the said Company for the Sale, Conveyance, or Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, 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, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid, or shall refuse or neglect to disclose the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required to do so by the said Company, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands, cannot be made, then and in every such Case the said Company shall and they are hereby required, from Time to Time, to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office

Office of Trust or Profit under them, or shall be in any way interested in the Matter in question, then to any of the Coroners of such County, not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff, Under Sheriff, or Coroner in the said County, and not be interested as aforesaid, (a Person having most recently served either Office being always preferred, and who is hereby enabled and directed to act in the Premises,) commanding such Sheriff, Under Sheriff, or Coroner, or other Person, to impannel, summon, and return, and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impannel, summon, and return a Jury of at least Eighteen sufficient and indifferent Men qualified for the Time being according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster* or at Nisi Prius; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person 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 impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* or at Nisi Prius 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 Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Bystanders, or of others that can speedily be 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 Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and shall, if it be required of him by either Party, authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and the said Sheriff, Under Sheriff, Coroner, or other Person shall have Power to adjourn such Meeting from Day to Day as Occasion shall require, and to command such Jury, Witnesses, and Parties to attend until all such Objects for which they were summoned shall be concluded; and such Jury shall upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, 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, or for or by reason of the severing or dividing the same from other Lands whereof, wherein, or whereto any such Corporations or Persons as aforesaid shall be seised, possessed of, or interested in, or for the future temporary or perpetual or for any recurring Damages which shall be or 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 may not be further obviated, removed, or repaired by them; which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said 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 Corporations and Persons whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall always be deemed to be Plaintiff, and entitled to the same Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Seven 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 or last known Place of Abode of the Person, or of the Clerk or Agent or some Officer of the 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: Provided also, that it shall be lawful for the said Company, or for the Person or Persons with whom any such Controversy shall arise, and they are hereby empowered, if they think proper so to do, in and by the aforesaid or some subsequent Warrant, to command such Sheriff, Under Sheriff, Coroner, or other Person to summon the said Party with whom such Controversy shall arise, or the said Company, as the Case may be, to appear, by himself or themselves or his or their Attorney, before the said Sheriff, Under Sheriff, or the said Coroner or other Person, at such convenient Time (not exceeding Twenty-one Days from the Service of such Warrant) and Place (not exceeding Fifteen Miles either from the County Town of the County wherein or from the Place where the Subject Matter of Difference shall be), as in such Warrant shall be appointed, for the Purpose of nominating a Special Jury between the said Parties in dispute; and a Copy of the said Warrant shall be served on the Under Sheriff of the said County, or his lawful Deputy, in all Cases where the said Warrant is not directed to the Sheriff thereof, a reasonable Time before the Time so appointed; and such Under Sheriff or his lawful Deputy shall and he is hereby required to produce, at the Time and Place so appointed, the Jurors Book and the Special Jurors List, and the Numbers written on Parchment or Card, as specified and directed in and by the Statute made and passed in the Sixth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for consolidating and amending the Laws relative to Jurors and Juries*; and at the Time and Place so appointed the said Under Sheriff or the said Coroner or other

6 G. 4. c. 50.

other Person shall proceed to nominate a Special Jury in the Manner specified and authorized by the last-mentioned Act to be performed by the proper Officers of His Majesty's Courts at *Westminster*; and the said Under Sheriff or his said Deputy shall, at some then future reasonable Time and Place to be appointed by him in that Behalf, proceed to strike the said Special Jury in the Manner used and accustomed to be performed by the proper Officers of the Superior Courts aforesaid, of which last-mentioned Time and Place not less than Seven Days Notice in Writing shall have been given by the Party requiring such Special Jury to be summoned to the said other Party; which Notice shall or may be served on such other Party in the Manner herein-before mentioned.

Compensation Money to be apportioned.

XXX. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required by either Party, to settle what Shares and Proportions of the Purchase Money, Satisfaction, and Recompence or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for his Interest therein.

Verdicts to be recorded.

XXXI. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be deposited with and kept by the Clerk of the Peace for the County in which the Matter in dispute shall have arisen, among 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, attested under the Hand of such Clerk of the Peace, 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 or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon Sheriffs, &c. Jurors, or Witnesses in making default.

XXXII. And be it further enacted, That if any such Sheriff, Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, 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*; 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 a Quaker to make Affirmation, or shall refuse 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 being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person hereby authorized to act in that Behalf,) shall forfeit and pay for every such Offence, to and for the Benefit of

the

the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Twenty Pounds.

Jurors to be under the same Regulations as those of the Courts of Westminster.

XXXIII. 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* or at Nisi Prius; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or 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 subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

By whom Expences of Juries shall be paid.

XXXIV. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered in Writing by the said Company, or on their Behalf, for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation, Recompence, or Satisfaction for any Damage, Loss, or Injury which may happen or arise in the Execution of any of the Powers hereby granted, or in case a Verdict shall be given for any Sum of Money as a Compensation, Recompence, or Satisfaction 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 Costs, Charges, and Expences of summoning such Jury, and the Expences of Witnesses, and the Costs, Charges, and Expences of Solicitors, and the Expences of instructing and Fees to Counsel upon such Inquiry, and of the Bond to be given by the Party requiring such Jury to be summoned, and all the reasonable Costs, Charges, and Expences of One Surveyor who may be employed in estimating such Recompence, Value, or Compensation, shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person authorized to act as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then 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, Charges, 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 the County, Town, or Place where such Inquisition shall be held, 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, Charges, 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 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, Charges, and Expences 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, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which 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, Charges, and Expences shall be borne and paid by the said Company.

Bond to be entered into by Parties to pay Costs, &c.

XXXV. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond to the said Company in a Penalty of One hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs, Charges, and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs, Charges, and Expences shall fall upon them.

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

XXXVI. 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, (without the Consent of the said Company,) to receive or take notice of any Complaint to be made by 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 by or on the Behalf of the Corporation or Person making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the sustaining, doing, or committing thereof shall have ceased, so that the said Company shall not be chargeable with or liable to any Amount of continuous Damage for any Time exceeding Six Years prior to the making of such Claim and giving such Notice.

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

XXXVII. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury, in manner aforesaid, for the Purchase of any Lands, Rent, or other Charge, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation

Compensation for Damages, absolute or continuous, as herein-before mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Compensation respectively, or if the Persons so respectively entitled or interested as aforesaid, or any of them, cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of the said Money into the Bank of *England*, as herein-after directed and required, for the Use of the Persons respectively entitled thereto, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Recompence as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank as herein-after directed, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall (save and except in such Cases and so far as in or by any of the Provisions or Enactments of this Act is directed or provided to the contrary,) thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender, Investment and Conveyance, or Deposit in the Bank of *England*, shall not only bar all the Right, Title, Interest, Claim, and Demand of such Parties as aforesaid, and operate as a Merger of all outstanding Terms of Years, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder, or otherwise, and all Rights, Titles, Limitations, and Trusts of every other Person whomsoever therein, save and except as aforesaid: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to bore under, dig, or cut into such Lands, for the Purpose of making the said Railway or other Works hereby authorized to be made, (save for the Purpose of ascertaining and setting out the same for the Purposes of this Act,) without the previous Consent of the Owners and Occupiers thereof respectively in Writing under their respective Hands: Provided always, that it shall not be lawful for the said Company to make such Entry, after Demand made of such Purchase Money or Compensation, Costs or Expences by the Party entitled thereto, and Default made by the said Company in Payment thereof, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party entitled thereto; and moreover, that if such Default in Payment shall be continued for the Space of Twelve Calendar Months after any such Demand, unless such Payment shall be so delayed by the Acts, Neglect, or Default of the Party entitled thereto as aforesaid, the compulsory Right and Power of the said Company to make or enforce Purchase of any such Lands, Rent, or other Charges as

aforesaid,

aforesaid, or to take or use such Lands in respect of the Purchase Money, Value, or Compensation, or Costs or Expences for or relating to which such Default of Payment shall be made as aforesaid, and all their Authorities and Privileges in that Behalf under or by virtue of this Act shall absolutely cease and determine; but nevertheless subject and without Prejudice to the Liability of the said Company to pay all such Compensation Money and Costs or Expences, and all other Monies whatsoever so agreed upon, ascertained, or awarded as aforesaid, save and except only such Purchase Money or Value, and to all Rights and Remedies whatsoever for the Recovery and enforcing Payment of the same Compensation and other Monies, Costs, and Expences.

Tenants at Will or from Year to Year to quit Lands after Notice.

XXXVIII. And be it further enacted, without Prejudice to any other Powers herein contained, under which the said Company may take Possession of Lands for the Purposes of the said Undertaking at any different Period or on different Terms, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up the Possession of such Premises to the said Company, or to such Person 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 or left at the Place of Abode of such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as the said Company shall in such Notice require, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee, or Person so in Possession as aforesaid, shall refuse to deliver such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company for the Time being, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to deliver Possession, by Distress and Sale of his Goods and Chattels; and the said Sheriff is hereby authorized and required to cause the said Person so nominated to have Possession of the said Premises as fully to all Intents and Purposes as he would have been empowered to do under His Majesty's Writ of Habere facias possessionem, issued out of any of the Superior Courts of *Westminster*.

Interests of such Tenants may be settled by a Jury.

XXXIX. Provided always, and be it further enacted, That where any Tenant or Lessee, whether at Will or otherwise, who shall be required to deliver the Possession of any Premises occupied by him, shall

shall give the said Company previous Notice in Writing thereof, and state the Period of any unexpired Term or Interest, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises, and for Good-will, Fixtures, and any Loss, Injury, or Damage he shall sustain on quitting the same; which Satisfaction, Recompence, or Compensation, in case of Difference shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Persons holding Underleases to produce the same.

XL. Provided always, and be it further enacted, That in all Cases in which 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 intended to be taken or used under the Authority of this Act, under or by virtue of any Lease or Agreement for Lease or Grant thereof, the said Company are hereby authorized to require such Party, at the Expence of the said Company, to be paid at the Time, to produce or shew the Lease or Agreement for Lease or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease or Agreement for Lease or Grant, or the best Evidence thereof in the Custody or Power of such Party, shall not be produced or shewn within a reasonable Time, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered as holding only from Year to Year.

Settling Disputes as to Damages to a small Amount.

XLI. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall (in case the Amount of Damages claimed does not exceed Twenty Pounds) be ascertained and determined by some Two or more Justices of the Peace for the respective Counties aforesaid, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Application of Compensation Money amounting to 200*l.*

XLII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands, being of Copyhold or Customary Tenure, or for any Compensation or Satisfaction under this Act which any Corporation, Trustee, or Feoffee in Trust, or any Person whosoever, having no

Power to give a valid Receipt for the same, or to convey the Premises in respect of which the same may be payable, otherwise than by virtue of this Act, shall be entitled unto or interested in, 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 Eastern Counties 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 in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, 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 said Lands, or affecting other Lands 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, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, 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 which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, 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 Purchase can be made, the said Money may, by Order of the said Court, upon Application thereto, be invested by the said 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, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

1 G. 4. c. 35.

XLIII. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company for the Time being, be paid into the Bank of *England*, in the Name and with

Application of Compensation Money when less than 200*l.* and exceeding 20*l.*

with the Privity of the said Accountant General of the Court of Exchequer, 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, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and of Three at least of the Directors of the said Company for the Time being; and the Money so paid to such Trustees, and the Dividends and Produce 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.

Application of Compensation Money not exceeding 20*l.*

XLIV. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation or Satisfaction shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto.

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

XLV. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest, or for Compensation as aforesaid, shall refuse or neglect to accept the same, or cannot be conveniently found, or shall be absent from the United Kingdom of *Great Britain* and *Ireland*, or shall refuse, neglect, or be unable to make a Title to such Lands, or to such Interest in the Premises, to the Satisfaction of the said Company, for the Purposes of this Act; or if the Party entitled unto or properly and reasonably required by the said Company to convey or join in conveying such Lands, or such Interest therein, shall not be known, or be not shewn to the Satisfaction of the said Company to be such Party, or shall refuse to convey or to join in conveying the same, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed, offered, intended to be offered, or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can so do), subject to the Control and Disposition of the said Court; which said

Court, on the Application of any Party making claim to such Money or to any Part thereof, by Petition, is hereby empowered, in a summary Way of proceeding or otherwise, 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 Estate, Title, or Interest of the Party making claim thereunto, 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 to the said Company, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received; and any such Payment as last aforesaid shall effectually vest the Land, or the Interest or the several Interests in the Land, for or in respect whereof the same shall be paid, in the said Company, their Successors and Assigns, absolutely, free from all Estates, Titles, Charges, and Incumbrances whatsoever, save and except in such Cases and so far as in or by any of the Provisions or Enactments of this Act is directed or provided to the contrary.

Compensation for Corn Rents in lieu of Tithes to be made by Payment of a Sum in gross.

XLVI. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Lands chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company under the Authority of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Amount to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the said Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons, before entering into the Possession of the said Lands; and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds after deducting therefrom the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable to such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been assessed at,

or

or would have been payable in respect of the same in case they had been assessed alone under the Authority of the Act under which the said Composition for Tithes had taken place; and the Rector, Vicar, or other Person or Persons entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits in, upon, or over the said last-mentioned Lands and Grounds or otherwise as he or they had or were entitled to in respect of the whole of the said annual Sum or Corn Rent.

Persons in Possession presumptively entitled.

XLVII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party to any Lands, or to any Interest in any Land, or 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, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money, or whereon or wherein the same shall be invested as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession or Receipt of Rents by such Parties, shall be deemed to have been lawfully entitled to such Lands according to such Possession or Receipt of Rents until the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities purchased or to be purchased with such Money, or whereon or wherein the same shall be or shall have been invested, 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 or Receipt of Rents was a wrongful Possession or Receipt, and that some other Party was lawfully entitled to the Whole or some Part of such Lands, or to some Estate or Interest therein, or to some Portion of the Rents thereof; and the said Court shall have full Power to direct the Payment of the said Annuities and Securities and the Interest and Dividends thereof unto the Person or Persons who shall be proved to be entitled to the same.

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

XLVIII. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same or the Money paid for such Compensation shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court to order the Costs, Charges, and Expences attending the Purchase, or the taking or using of such Lands, or which may be incurred in consequence thereof, and of the Re-investment of the Purchase or Compensation Money

Money in other Land, or so much of such several Costs, Charges, and Expences as the said Court shall deem reasonable, and likewise the Costs, Charges, and Expences (occasioned only by the passing of this Act and not by Litigation between Claimants or otherwise) of any Proceedings had as herein-before authorized for the Investment of such Purchase or Compensation Money in Government or Real Securities, and for the Payment of the Interest and Dividends thereof, and of such Government or Real Securities, or of the Money to be produced by the Sale thereof out of Court, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, 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 Costs, Charges, and Expences as the said Court shall direct; and also that where in any other Cases the Purchase Money for any Lands to be taken or used under the Authority of this Act, or any Monies payable for any Satisfaction, Recompence, or Compensation under this Act shall, by reason of or under any of the Provisions of this Act, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, it shall likewise be lawful for the said Court to order the reasonable Expences of any Party or Parties in procuring the same to be paid out of Court, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be in like Manner paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company accordingly shall from Time to Time pay such Sums of Money and in such Manner and for such Purposes as the said Court shall direct.

Power for the Court of Exchequer to order Compensation to be applied in rebuilding Houses, &c.

XLIX. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses or Buildings taken or used under the Powers of this Act, or for any Compensation or Satisfaction under this Act, shall have been 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 Eastern Counties Railway Company," pursuant to the Directions contained in this Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipt of the Rents and Profits of the Houses or Buildings in respect of which such Money shall have been so paid in, from Time to Time to order such Part (if any) of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, or in erecting other Houses or Buildings, or otherwise for the permanent Benefit of the Estate, in such Manner as to the said Court shall seem fit.

Compensation to be made for temporary Damage.

L. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works for the Purpose of

laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot either upon View or from Evidence form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities hereby granted until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands, or upon any Part thereof respectively, any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, such Compensation, in case the Parties differ about the same, after Tender thereof has been duly made by the said Company, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works, or other sooner Completion of the said Works, to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice in Writing of such their Intention to the Owners or Occupiers of such Lands by leaving such Notice in Writing at their or his last or most usual Place of Abode, and to separate and set apart by sufficient Railings or Fencings so much of such Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto; and before entering upon such Lands for such temporary Purposes as aforesaid the said Company shall, if required

by the Owner or Occupier thereof, find Two sufficient Sureties, who shall enter into a Bond to such Owner or Occupier in a Penalty of Fifty Pounds for every Acre of Land required for such temporary Purposes, conditioned for the Payment of such Compensation, such Sureties, in case of Difference between the Parties, to be approved of by Two Justices of the County wherein the said Lands shall be situate: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway.

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

LI. And be it further enacted, That if in the Execution of any of the Powers of this Act any Close or enclosed 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 a Statute 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 on either Side of the said Railway, 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 a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same) 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 the said 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.

Company to purchase the whole of certain Property belonging to the City of London in the Parish of West Ham, Essex, if required so to do.

LII. And whereas the Mayor and Commonalty and Citizens of the City of *London* are Owners of certain Property in the Parish of *West Ham* in the County of *Essex*, through which the said Railway is intended to pass, or which may be required for the Purposes of this Act, and it might be extremely injurious to the said Mayor and Commonalty and Citizens, or their Lessees or Tenants, if the said Company were not compelled to purchase the Whole of any such Properties respectively if required by the said Mayor and Commonalty and Citizens, or their Lessees or Tenants, so to do; be it therefore enacted, That if the said Mayor and Commonalty and Citizens of the City of *London*, their Successors or Assigns, or their Lessees or Tenants, shall be 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 belonging to them, the said Mayor and Commonalty and Citizens of the City of *London* in the said Parish of *West Ham* in the County of *Essex*, and the Parties so applied to shall by Notice in Writing to be given to the said Company signify their Inclination or Desire to treat for, sell, dispose of, and convey the Whole of such Property, 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*, their

Successors

Successors or Assigns, or their Lessees or Tenants, 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 belonging to the said Mayor and Commonalty and Citizens, any thing hereinbefore contained to the contrary thereof notwithstanding.

Houses and Gardens not to be taken without Consent unless specified in Schedule.

LIII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any Persons acting under their Authority to take, injure, or damage for the Purposes of this Act any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Breadth of Land to be taken for the Railway.

LIV. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Vallies or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Wharfs, or other Erections and Buildings, and except at or near the Terminations of the said Railway and the Branches thereof, and except also on Commons, Downs, or Waste Grounds, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned; nor shall the Lands to be taken from the Estate of the herein-before mentioned *Andrew Reid* in any Case exceed the Breadth herein-before mentioned or directed in that Behalf without the Consent in Writing of him, his Executors, Administrators, or Assigns.

Company empowered to deviate from Plan to an Extent not exceeding 100 Yards.

LV. And be it further enacted, That the said Company in making the said Railway and other Works by this Act authorized shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and in passing through any City or Town such Deviation shall not extend to a greater Distance than Ten Yards from the Line so delineated upon the said Plans; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact

that

that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference; but no Deviation whatever from the said Line herein-before directed to be kept upon the Estate of the before-mentioned *Andrew Reid* shall be made without his Consent in Writing.

For Protection of Sir John Tyrrell.

LVI. Provided always, and be it further enacted, That the Line of the said Railway in passing through the Lands of Sir *John Tyrrell* Baronet, in the Parish of *Boreham* in the County of *Essex*, between the Lane marked Number Fifteen and the Stream marked Number Thirty-two on the said Map or Plan, so far as relates to the said Parish, so deposited as aforesaid, shall keep close to the Northern Boundary Edge of the Lands of the said Sir *John Tyrrell* in the said Parish lying between the said Lane Number Fifteen and the said Stream Number Thirty-two; and the said Company shall not be allowed to make any Bricks, or to burn Lime, or to dig any Materials on the South Side of their said Railway between the Points aforesaid, nor to divert or impede any Stream whereby the Supply of Water to the ornamental Water or Fish Ponds of the said Sir *John Tyrrell* shall be in any Manner diminished.

Line through the Parish of Witlingham defined.

LVII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize the said Company to construct the said Railway through the Land of *Edward Lombe* Esquire in *Witlingham* in the County of *Norfolk*, according to the Line delineated in the Maps or Plans herein-before mentioned to have been already deposited with the said Clerks of the Peace, but that the Line of the said Railway shall be carried to the Northward of the Edifice in *Witlingham* aforesaid called *Witlingham Church* (now in Ruins), and according to the Line delineated or described on the Map or Plan thereof so signed by the Chairman of the said Committee, and to be authenticated by the Right Honourable the Speaker of the House of Commons as herein-before mentioned; and that the said Railway shall not (without the Consent in Writing of the said *Edward Lombe* or of the Owner or Owners for the Time being of the said Land) approach nearer to the Northern Wall of the said Edifice than Thirty-five Yards, nor shall the said Railway (without such Consent as aforesaid) approach nearer than Ten Yards to the River *Yare* at any Point in *Witlingham* aforesaid, except where it crosses the said River.

Restriction as to the Land to be taken at Witlingham adjoining the River Yare.

LVIII. Provided also, and be it further enacted, That nothing herein contained shall extend to authorize or enable the said Company, their Agents or Workmen, to take, use, or occupy any Part of the Land in *Witlingham* in the County of *Norfolk* adjoining or along the River *Yare*, except such Part thereof as shall be required for the actual Line of the Railway where the same crosses the said River, and for the Embankments necessary to support the same, without the Consent in Writing of the said *Edward Lombe*, or of the Owner or Owners for the Time being of such Land, for that Purpose first had and obtained.

Company to construct Arches at Witlingham.

LIX. And be it further enacted, That in the Formation of such Part of the said Railway as is intended to be made through or on Land in *Witlingham* in the County of *Norfolk* the said Company shall and they are hereby required, at their own Costs and Charges, to make, construct, and leave, and at all Times for ever to maintain and keep in good and substantial Order and Repair, at least Five arched Openings at the several Places on the said Line of Railway marked on the said Map or Plan, to be authenticated by the Speaker of the House of Commons as aforesaid, with the Letters A. B. C. D. and E., or at such other Places on the said Line of Railway as the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Land in *Witlingham* aforesaid, shall require; and that each of the said Five arched Openings shall be and be continued of such Width as to leave a clear and open Road and Space through and under the same of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under each such Arch shall not exceed One Foot in Thirty-five Feet; and in case the said Company shall refuse or neglect to make or maintain such Arches or any of them for the Space of Ten Days after the Time which shall be appointed for those Purposes respectively by Two or more Justices of the Peace for the County of *Norfolk*, upon the Application of the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Land in *Witlingham* aforesaid, or of the Occupier or Occupiers thereof, or any or either of them, it shall be lawful for the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Land, and for the Occupier or Occupiers thereof respectively, and each and every of them who shall find himself, herself, or themselves aggrieved by such Neglect or Refusal, to make and erect, or, as the Case may require, to maintain and repair, such Arches, (so that in making, erecting, repairing, or maintaining such Arches the said Railway shall not be obstructed for any longer Period of Time than shall be necessary,) and all the Costs and Charges thereof shall be repaid to the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Land, or to the Occupier or Occupiers thereof, or to such of them as shall have so made, erected, repaired, or maintained such Arches as aforesaid, by the said Company, within Twenty-one Days next after the same shall have been so incurred, and an Account and Demand in Writing shall have been delivered to and made from the said Company, their Treasurer or Clerk; and in default in Payment of the said Costs and Charges within the Time aforesaid Two or more Justices of the Peace for the County of *Norfolk* shall, upon the Application of the said *Edward Lombe*, or of the Owner or Owners for the Time being of the said Land, or of the Occupier or Occupiers thereof respectively, or of any or either of them, and they 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 by whom such Costs and Charges shall have been incurred, rendering to the said Company the Overplus (if any), on Demand, after deducting all the Costs, Charges, and Expences of making such Distress and Sale, to be settled by the said Justices; or the said *Edward Lombe*, and the Owner and Owners for the Time being

being of the said Land, and the Occupier and Occupiers thereof respectively, and each and every of them, upon Neglect or Refusal by the said Company to pay the said Costs and Charges as aforesaid within the Time aforesaid, shall and may also have such and the like Remedy against the said Company 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, or by any other Means which the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Lands, or the Occupier or Occupiers thereof respectively, is or are or shall or may be authorized to take.

Not to make any Station or erect Buildings in Witlingham without Consent.

LX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents or Workmen, or any other Person, to construct or make any Station, Yard, Wharf, Waiting, Loading, or Unloading Place, or to erect or place any stationary Engine, or any Cottage or Building whatsoever, except the Arches herein-before mentioned, on any Lands or Grounds in *Witlingham* in the County of *Norfolk*, without the Consent in Writing of the said *Edward Lombe*, or of the Owner or Owners for the Time being of such Lands or Grounds.

Not to take any other Lands in Witlingham than those required for the Railway without Consent.

LXI. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to permit or authorize the said Company, their Agents or Workmen, or any other Person or Persons, to enter into or upon, or take or use any Part of the Lands or Grounds in *Witlingham* in the County of *Norfolk*, except such Part thereof as shall be required for the actual Line of the Railway and the Embankments necessary to support the same, for the Purpose of digging, obtaining, procuring, burning, or manufacturing any Brick-earth, Stone, Gravel, Clay, Marl, Chalk, Lime, Sand, Bricks, Timber, Rubbish, or other Materials or Things, without the Consent in Writing of the said *Edward Lombe*, or of the Owner or Owners for the Time being of the said Lands or Grounds, for that Purpose first obtained.

Pipes to be made to carry off a Supply of Water on Lands of Edward Lombe, Esq. intersected by the Railway.

LXII. And be it further enacted, That the said Company shall and they are hereby required at their own Expence to make, where the said Railway shall pass through any Lands or Grounds in *Witlingham* in the County of *Norfolk*, such Arches, Tunnels, Culverts, Pipes, Mains, and other Passages for Water under the said Railway, and the Fences on each Side thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient in every respect at all Times to convey Water from the Lands or Watercourses or Springs on such of the said Lands or Grounds in *Witlingham* aforesaid as shall be on either Side of the said Railway, without obstructing or impounding the same Water, and so as to drain such Lands and Grounds effectually; and all such Arches, Tunnels, Culverts, Pipes, 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 to the said Company, or to their Clerk or Treasurer, by or on the Behalf of the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Lands or Grounds, or by or on behalf of the

Occupier

Occupier thereof, that the said Arches, Tunnels, Culverts, Drains, Pipes, 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, the said Company shall not proceed to make or cleanse, maintain and repair (as the Case may be), such Arches, Tunnels, Culverts, Drains, Pipes, or other Passages, it shall be lawful for the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Lands or Grounds, and for the Occupier or Occupiers of the said Lands or Grounds, or any or either of them, to apply for an Order in Writing to any Two or more Justices of the Peace for the said County of *Norfolk* from Time to Time as often as there shall be Occasion, and the said Justices are hereby empowered at their Discretion to make and grant such Orders as aforesaid, enabling the said *Edward Lombe*, or the Owner or Owners for the Time being of the said Lands or Grounds, or the Occupier or Occupiers of the said Lands or Grounds, or some or one of them, to make or cleanse and repair such Arches, Tunnels, Culverts, Pipes, Drains, and other Passages; and the Costs and Charges of making, cleansing, and opening the same respectively, and also all Costs and Expences of obtaining and making such Order (to be ascertained by such Justices), shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and pay such Costs, Charges, and Expences for the Space of Ten Days after Demand thereof made upon the said Company, or upon their Clerk or Treasurer, such Costs, Charges, and Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with all the Costs and Charges of or attending such Distress and Sale, in the same Manner as any other Costs and Charges or Damages may by virtue of this Act be levied and recovered upon or from the said Company or the said *Edward Lombe*; and the Owner or Owners for the Time being of the said Lands or Grounds, and the Occupiers or Occupier thereof respectively, and each and every of them, shall and may have and take such and the like other Remedy against the said Company for Recovery of the said Costs, Charges, and Expences by Action at Law to be commenced and prosecuted in such Manner as in other Cases is by this Act directed, or by any other Means which he, she, or they, or any of them, is or are or shall or may be authorized to take.

For Protection of East London Waterworks.

LXIII. And be it further enacted, That nothing in this Act shall extend to authorize or empower the said Eastern Counties Railway Company, their Servants or Agents, to remove, displace, or injure any of the Aqueducts, Mains, Service Pipes, or other Works belonging to the said Company of Proprietors of the *East London* Waterworks, or to do any Act or Thing whatsoever to impede the Passage or Supply of Water into or through such Aqueducts, Mains, Service Pipes, or Works, without the Consent in Writing of the Engineer for the Time being of the *East London* Waterworks Company, or until good and sufficient Aqueducts, Mains, and Service Pipes of such Dimensions, and with all such Valves, Cocks, Pumps, and other Works as shall be deemed necessary and required by the said Engineers, shall have been made and laid down in lieu thereof, and be ready to be used; and all such Alterations (if any) shall be made at the Costs and Charges of the

said Eastern Counties Railway Company, and with as much Expedition as the Nature and Extent thereof will admit, to the Satisfaction of the Engineer of the said Company; and that whenever any new Aqueducts, Mains, or Service Pipes shall be laid down, the same shall be laid in a Direction as little varying from the Line of the present Aqueducts, Mains, and Service Pipes as the Plan of the proposed Railway will admit of; and that in no Case shall the Line be laid at a greater Inclination than One Inch vertical for every Thirty-six Inches horizontal; and that the Aqueducts, Mains, Service Pipes, and other Works to be substituted for those so removed shall be laid without abrupt Angles; and that in case it shall be necessary to build over the Mains and Service Pipes or other Works, then that the said Eastern Counties Railway Company shall make and construct a good and sufficient Culvert or Culverts through the Piers of the Viaducts; and that no Houses shall be built over the said Mains, Pipes, or Works; and that all new Mains and Pipes shall be laid at least Eighteen Inches below the Surface of the Pavement or Way, and in case of any Road or Roads or Ways being lowered for the Purposes of the said Railway so as to leave less than Eighteen Inches of Earth in Depth over the Pipes or other Works of the said *East London* Waterworks Company, that such Pipes and other Works shall be lowered by the said Railway Company to the Depth of Eighteen Inches below the Surface of the new Road or Way.

To prevent Contamination of Water.

LXIV. And be it further enacted, That no Pipe or other Conduit to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Street, or other Passage or Place within the Limits of the Act, shall be laid in the same Culvert in which any Mains or Service Pipes or Conduit for the Supply of Water by the said *East London* Waterworks Company shall be laid, and that no such Pipe or Conduit for the Conveyance shall be laid at a less Distance than Four Feet at least from the Joint of any Water Pipe now or hereafter to be laid down for the Conveyance and Supply of Water by the said *East London* Waterworks Company.

Any Injury done to Works or Pipes of East London Waterworks Company to be repaired.

LXV. Be it further enacted, That the said Railway Company shall at their own Cost and Charges from Time to Time and at all Times hereafter repair and make good all Injury that may be done by the said Railway Company, their Servants or Agents, in constructing the said Railway, to the Works or Pipes of the said *East London* Waterworks Company, or their Tenants, within Twenty-four Hours next after Notice thereof in Writing to be delivered to the Engineer or other Agent of the said Eastern Counties Railway Company, or left at the usual Place or Office of transacting Business of the said Company; and in case the said Eastern Counties Railway Company shall not in Twenty-four Hours next after such Notice delivered or left as aforesaid make good all such Injury, that then the said Eastern Counties Railway Company shall, on such and every Complaint, forfeit and pay to the Engineer or Secretary for the Time being of the said *East London* Waterworks Company, for the Use and Benefit of the said Company, the Sum of Five Pounds for each and every Day during which the Cause of Complaint in such Notice specified shall continue, and in default of

Payment thereof such Penalty or Penalties may be recovered in the same Manner as other Penalties imposed by this Act are recovered.

Rights of East London Waterworks Company not to be affected.

LXVI. And be it further enacted, That nothing herein contained shall extend or be construed to extend to alter, prejudice, injure, or affect any of the Rights, Powers, Privileges, or Authorities vested in the Company of Proprietors or of the *East London* Waterworks Company, or their Successors, under or by virtue of any Act or Acts of Parliament for making and maintaining the Works of the said Company.

For Protection of Robert Westley Hall Dare, Esq.

LXVII. Provided always, and be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company or any Persons acting under their Authority to deviate from the Line delineated upon the Maps or Plans so deposited with the Clerks of the Peace as herein-before is mentioned, so as to approach nearer than is there shown to the Mansion House of *Robert Westley Hall Dare* Esquire, at *Ilford*, or to any other Mansion House, Messuage, or Tenement, Lands or Hereditaments, of him the said *Robert Westley Hall Dare*, in the several Parishes of *Ilford*, *Shenfield*, and *Mountnessing* in the County of *Essex*, or any of them or any Part thereof, nor to erect or establish any fixed or permanent Machinery, Toll House, Warehouse, Wharfs, Offices, or other Erections and Buildings of any Kind or Description upon the said Line that shall or may in any Manner interfere with or be obnoxious to the said Mansion House at *Ilford*, or any other of the Mansion Houses, Messuages, Tenements, Lands, and Hereditaments of the said *Robert Westley Hall Dare* in the several Parishes of *Ilford*, *Shenfield*, and *Mountnessing* aforesaid, or any or either of them.

For the Protection of Messrs. Arden.

LXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed, construed, or taken to extend, to authorize or empower the said Company, their Surveyors, Engineers, Workmen, or Agents, to enter into or upon or to take Possession of or interfere with, or to set out or appropriate, for any of the Purposes of this Act, the Estate or Property of *Joseph Arden* and *Richard Edward Arden*, situate at *Chadwell* in the Parish of *Barking* in the County of *Essex*, called or known by the Name of *Ravening's Farm* otherwise *Stoop Farm*, now in the Occupation of *John Philpott* as Tenant thereof, or any Parts or Parts thereof, without the express Licence and Authority of the said *Joseph Arden* and *Richard Edward Arden* respectively, their respective Heirs or Assigns, in Writing first had and obtained, any thing in this Act contained to the contrary thereof in anywise notwithstanding.

For Protection of Property belonging to the Board of Ordnance.

LXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to or in any Manner affect any Lands, Tenements, Estates, or Property belonging to the Crown, and under the Charge or Control of His Majesty's Ordnance, without the Consent in Writing of the principal Officers of His Majesty's Ordnance for the Time being first obtained

under the Hands and Seals of Two of the said principal Officers for that Purpose.

For the Protection of Parmiter's Almshouses.

LXX. And whereas it appears by the Plans of the said Railway deposited in the Office of the Clerk of the Peace for the County of *Middlesex* that the Line of the said Railway is intended to intersect and to be carried through a certain Building, consisting of Almshouses and a School-room, situate in *Saint John Street* in the Parish of *Saint Matthew Bethnal Green* in the said County of *Middlesex*, belonging to and vested in the Trustees appointed pursuant to the Will of Mr. *Thomas Parmiter* deceased, and Part of the Property called the "*Parmiter*'s Charity;" and it is necessary, in case the said Buildings shall be taken down and purchased by the said Company, pursuant to the Provisions of this Act, to provide for the rebuilding thereof, and vesting the same when so rebuilt in the Trustees of the said Charity for the Time being; be it therefore enacted by the Authority aforesaid, That previously to the said Company taking Possession of the said Almshouses and School-room for the Purposes of this Act they are hereby required to rebuild upon other Ground, as near to the present Site thereof as conveniently may be, in the said Parish of *Saint Matthew Bethnal Green*, the said Almshouses and School-room of the same Kind of Materials, and of the same or not inferior Size and Dimensions, and possessing the like Accommodation for the Reception of the Inhabitants, as the Almshouses and School-room so to be pulled down, and to complete the new Building fit for Habitation previously to commencing the pulling down of the present Buildings; and that the said new Building and Premises when so rebuilt and rendered fit for Habitation, and the Ground whereon the same shall be erected, with the Appurtenances, shall be vested in the Trustees for the Time being of the said Charity in as full and ample a Manner as the present Almshouses and School-room are now held and enjoyed by them.

Provision for the Dyers Company's Almshouses in Bethnal Green.

LXXI. And whereas it appears by the Plan of the said Railway deposited in the Office of the Clerk of the Peace for the County of *Middlesex* that the Line of the said Railway is intended to intersect and to be carried through a certain Building or Range of Buildings consisting of Almshouses situate in *Saint John Street* in the Parish of *Saint Matthew Bethnal Green* in the said County of *Middlesex*, vested in the Wardens and Commonalty of the Mystery of Dyers enfranchised within the City of *London*, and it is necessary, in case the said Buildings or any Part thereof shall be taken or required by the said Railway Company for the Purposes of this Act, to provide for other adequate Almshouses in lieu of the said present Almshouses, and vest the same in the said Wardens and Commonalty, their Successors and Assigns, as herein-after provided; be it therefore enacted by the Authority aforesaid, That previously to the said Railway Company taking possession of the said present Almshouses or the Appurtenances thereof, or any Part thereof, they shall and they are hereby required, at the Option of the said Wardens and Commonalty or their Successors, which they are hereby authorized and required to declare within One Calendar Month after Service upon their Clerk of Notice in Writing

Writing by the said Railway Company for the Purpose, either to pay for the whole of the said present Almshouses, with their Appurtenances, in manner herein-before provided with regard to Property to be taken for the Purposes of this Act, or to build other Almshouses upon other Ground to be approved of by the said Wardens and Commonalty or their Successors; and in case such Option shall not be for such Payment as aforesaid, such new Almshouses, whether built or otherwise provided as aforesaid to be situated as near the Site of the said present Almshouses as conveniently may be, or otherwise as may be agreed on by the said Wardens and Commonalty or their Successors; and the said Almshouses, whether built or otherwise provided as aforesaid, to be of the same Kind of or better and more durable Materials, and of the same or not inferior Size and Dimensions, and as appropriate for Almshouses, and possessing the like or not inferior Accommodation for the Reception of the Alms People as the said present Almshouses, and the same to be complete, fit for Habitation, previously to the said Railway Company taking the said present Almshouses or the Appurtenances thereof, or any Part thereof; and that in case such Option be not for Payment as aforesaid the said Railway Company shall at their own Costs produce and make out a good Title to the said new Almshouses and Premises, and the said new Almshouses, with the Appurtenances, when so built or provided, and being so fit for Habitation, and the Ground whereon the same shall be erected, with the Appurtenances, shall be, at the Expence of the said Railway Company, conveyed to and vested in the said Wardens and Commonalty, their Successors and Assigns; and upon such Payment or such new Almshouses being built or provided as aforesaid, as the Case may be, and not before, the whole of the said present Almshouses shall be taken by and vest in the said Railway Company for the Purposes of this Act; and the said Railway Company are hereby enabled to purchase the Property which may be required for the said new Almshouses, and to pay for the same out of the Monies to be raised under the Provisions of this Act, or to appropriate for the Purposes of the said new Almshouses or the Site thereof any Property purchased or taken under the Provisions of this Act, and not required for the other Purposes thereof; and the said Railway Company are also hereby enabled to convey or procure to be conveyed and vested in manner aforesaid such new Almshouses, with their Appurtenances.

For protecting certain Lands of Edward Humphreys and John Squire, &c.

LXXII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to permit or allow the said Company to take or use, for the Purposes of such Railway or the Works connected therewith, any Part or Portion of the Park, Mansion House, and Premises in the Parish of *East Ham* in the County of *Essex* marked Numbers 132. and 134. on the Plan of the said Railway deposited in the Office of the Clerk of the Peace for the said County of *Essex*, without the Consent in Writing of *Edward Humphreys* Esquire, the Owner of the said Mansion House, Park, and Premises, or any Part or Portion of the Messuage, Farm, Lands, and Premises called *Hare Lodge*, in the Parish of *Hornchurch* in the said County of *Essex*, without the Consent in Writing of *John Squire*, *Richard*

Richard Williams, *Frederick Squire*, and *Frederick Williams*, Esquires, the Owners of the said Messuage, Farm, Lands, and Premises called *Hare Lodge*, first respectively had and obtained.

For Protection of the Rights of the Tenants of the Manor of Havering-atte-Bower.

LXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall prejudice or derogate from the Rights, Privileges, Franchises, Jurisdiction, or Authority of the Tenants and Inhabitants of the Manor or Lordship of *Havering-atte-Bower* in the County of *Essex*, and their Successors, or the Lord of the said Manor or Lordship for the Time being, or prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Tenants or Inhabitants, or Lord of the Demesne or Lordship for the Time being, did or might lawfully claim, use, or exercise.

For Protection of Robert Fellowes, Esq.

LXXIV. Provided always, and be it enacted, That nothing herein contained shall extend or be construed to extend to empower the said Railway Company to make or construct the said Railway upon, or to take, use, or pass over any Lands of or belonging to *Robert Fellowes* of *Shottesham Park* in the Parish of *Low Shottesham*, otherwise called *Shottesham Saint Mary*, in the County of *Norfolk*, Esquire, situate and being within the several Parishes or Townships of *Low Shottesham* otherwise called *Shottesham Saint Mary* aforesaid, and *Stoke Holy Cross*, in the said County of *Norfolk*, or either of them, except upon and according to the Line delineated upon the said amended Plan so lodged in the Private Bill Office of the House of Commons as aforesaid, and whereof Duplicates or correspondent Plans, authenticated as herein-before mentioned, are to be lodged with the several Clerks of the Peace of the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and the Town and County of the City of *Norwich*, as herein-before directed; nor shall the said Company deviate at all from the said amended Line, so far as the same passes over any of the Lands of the said *Robert Fellowes* in the several Parishes or Townships aforesaid, without the previous Consent in Writing for that Purpose first had and obtained under the Hand of him the said *Robert Fellowes*, or of the Heirs or Assigns of him the said *Robert Fellowes*, being the Owner or Owners for the Time being of the Mansion House, Park, Lands, and Estate of him the said *Robert Fellowes* in *Low Shottesham* otherwise called *Shottesham Saint Mary*, and *Stoke Holy Cross* aforesaid, through and over or near to Part of whose Lands in such respective Parishes or Townships the said amended Line doth pass; nor shall the said Company be authorized by any such Consent, if so obtained, to deviate more than One hundred Yards from the Line delineated on such amended Plan; nor shall the said Company make or establish, or cause to be made or established, any Wharf, Warehouse, Depôt, or Station in or upon any Part of the Lands of him the said *Robert Fellowes* situate in the several Parishes or Townships aforesaid, or either of them.

For Protection of Archibald Money, Esq.

LXXV. Provided always, and be it further enacted, That the Line of the said Railway, in passing *Trouse Newton Hall* in the Parish of *Trouse* in the County of *Norfolk*, belonging to *Archibald Money* Esquire, shall not approach nearer than One hundred and fifty Yards North

North of the said House, and shall run in front of *Whitlingham* Inn, also belonging to the said *Archibald Money*, and shall keep clear of the said Inn and the Gardens and Plantations thereof.

For Protection of the Estate of the Earl of Roseberry.

LXXVI. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to empower the said Railway Company to take, use, or pass over any Lands of or belonging to the Right Honourable *Archibald John* Earl of *Rosebery*, situate and being within the several Parishes of *Postwick* and *Great Plumstead* in the County of *Norfolk*, or either of them, except upon and according to the Line delineated upon the amended Plan lodged in the Private Bill Office of the House of Commons as aforesaid, and Duplicates or corresponding Plans whereof, authenticated as herein-before mentioned, are to be lodged with the Clerks of the Peace for the County of *Norfolk* and the City of *Norwich* and the County of the said City, as herein-before directed, or to deviate in any Manner from the said amended Line so far as the same extends or passes over any of the Lands of or belonging to the said Earl situate in the said Parishes of *Postwick* and *Great Plumstead*, or either of them; nor shall the said Company make, build, erect, or establish, or cause to be made, built, erected, or established, any Wharf, Warehouse, Depôt, Station, Erection, or Building in or upon any Part of the Lands of or belonging to the said Earl, situate in the said Parishes or either of them, except such Erections and Buildings as may be necessary for the Construction or Support of the said Railway; nor shall the said Railway approach nearer to any of the Farmhouses, Cottages, or Buildings of or belonging to the said Earl in the said Parishes of *Postwick* and *Great Plumstead*, or either of them, than the present Line as delineated upon the said amended Plan, without the Consent of the said Earl, his Heirs or Assigns, in Writing under his or their Hand or Hands, for that Purpose to be previously had and obtained: Provided also, that nothing herein contained shall extend to authorize or enable the said Company, their Agents or Workmen, to take, use, or occupy any Lands of or belonging to the said *Archibald John* Earl of *Roseberry* situate in the said Parish of *Postwick* adjoining or along the River *Yare*, except such Lands only as shall be required for the actual Line of the Railway where the same crosses the said River, and for the Works and Embankments necessary to support the same, without the Consent in Writing of the said Earl, or of the Owner or Owners for the Time being of such Lands, for that Purpose had and obtained.

For Protection of the Property of Mrs. Dashwood.

LXXVII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to empower the said Railway Company to take, use, or pass over any Lands of or belonging to *Harriet Dashwood* of *Caister Saint Edmund's* in the County of *Norfolk*, Widow, situate and being within the several Parishes of *Caister Saint Edmund's* aforesaid and *Stoke Holy Cross* in the County of *Norfolk*, or either of them, except upon and according to the Line delineated upon the amended Plan lodged in the Private Bill Office of the House of Commons as aforesaid, and Duplicates or corresponding Plans whereof, authenticated as herein-before mentioned, are to be lodged with the Clerks of the Peace for the County of

Norfolk and the City of *Norwich* and the County of the said City, as herein-before directed, or to deviate in any Manner from the said amended Line so far as the same extends or passes over any of the Lands of or belonging to the said *Harriet Dashwood* situate in the said Parishes of *Caister Saint Edmund's* and *Stoke Holy Cross*, or either of them; nor shall the said Company make, build, erect, or establish, or cause to be made, built, erected, or established, any Warehouse, Depôt, Station, Erection, or Building in or upon any Part of the Lands of or belonging to the said *Harriet Dashwood* situate in the said Parishes or either of them, except such Erections and Buildings as may be necessary for the Construction or Support of the said Railway; nor shall the said Railway approach nearer to the Mansion or Dwelling House of the said *Harriet Dashwood*, situate in the said Parish of *Caister Saint Edmund's* and now in her Occupation, than the present Line as delineated upon the said amended Plan, without the Consent of the said *Harriet Dashwood*, her Heirs or Assigns, in Writing under her or their Hand or Hands for that Purpose to be previously had or obtained.

For Protection of the Lands of Mrs. Martineau.

LXXVIII. Provided always, and be it enacted, That nothing herein contained shall extend or be construed to extend to empower the said Railway Company to make or construct the said Railway upon, or to take, use, or pass over, any Lands of or belonging to *A. D. Martineau* of *Bracondale* in the County of the City of *Norwich*, Widow, situate and being within the Parish or Hamlet of *Trowse Millgate* in the County of the said City of *Norwich*, or within any adjoining Parish or Hamlet, except upon and according to the Line delineated upon the said amended Plan so lodged in the Private Bill Office of the House of Commons as aforesaid, and whereof duplicate or correspondent Plans, authenticated as herein-before mentioned, are to be lodged with the several Clerks of the Peace of the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and the Town and County of the City of *Norwich*, as herein-before directed; nor shall the said Company deviate at all from the said amended Line, so far as the same passes over any of the Lands of the said *A. D. Martineau* in the several Parishes or Hamlets aforesaid, without the previous Consent in Writing for that Purpose had and obtained under the Hand of her the said *A. D. Martineau*, or of the Owner or Owners for the Time being of the Mansion House, Park, Lands, and Estate of her the said *A. D. Martineau*, through or over Part of which the said amended Line doth pass; nor shall the said Company be authorized by any such Consent, if so obtained, to deviate more than One hundred Yards from the Line delineated on such amended Plan; nor shall the said Company make or establish, or cause to be made or established, any Wharf, Warehouse, Depôt, or Station in or upon any Part of the Lands of her the said *A. D. Martineau* situate in the Parish or Hamlet of *Trouse Millgate* aforesaid, or any adjoining Parish or Hamlet.

For Protection of the Waterworks belonging to the Corpora-

LXXIX. And be it further enacted, That nothing in this Act shall extend to authorize or empower the said Eastern Counties Railway Company, their Servants or Agents, to remove, displace, or injure

tion of Norwich.

injure any of the Aqueducts, Mains, Service Pipes, or other Waterworks belonging to the Mayor, Aldermen, and Burgesses of the Borough and City of *Norwich*, or to their Lessee or Lessees for the Time being, in respect of the new Mills and Works for supplying the same Borough and City with Water situated upon the River *Wenson* otherwise called the *Yare* in the same Borough and City, or to do any Act or Thing whatsoever to impede the Passage or Supply of Water into or through such Aqueducts, Mains, Service Pipes, or Waterworks, without the Consent in Writing of the Engineer for the Time being of the said Mayor, Aldermen, and Burgesses, or of their said Lessee or Lessees, or until good and sufficient Aqueducts, Mains, and Service Pipes of such Dimensions, and with all such Valves, Cocks, Pumps, and other Works as shall be deemed necessary and be required by the said Engineer, shall have been made and laid down in lieu thereof, and be ready to be used; and such Alterations (if any) shall be made at the Costs and Charges of the said Eastern Counties Railway Company, and with as much Expedition as the Nature and Extent thereof will admit, to the Satisfaction of the said Engineer; and that whenever any new Aqueducts, Mains, or Service Pipes shall be laid down, the same shall be laid in a Direction as little varying from the Line of the present Aqueducts, Mains, and Service Pipes as the Plan of the proposed Railway will admit of; and that in no Case shall the Line be laid at a greater Inclination than One Inch vertical for every Thirty-six Inches horizontal; and that the Aqueducts, Mains, Service Pipes, and other Works to be substituted for those so removed shall be laid without abrupt Angles; and that in case it shall be necessary to build over the Mains and Service Pipes or other Works, then that the said Eastern Counties Railway Company shall make and construct a good and sufficient Culvert or Culverts through the Piers of the Viaducts, and that no Houses shall be built over the said Mains, Pipes, or Works, and that all new Mains and Pipes shall be laid at least Eighteen Inches below the Surface of the Pavement or Way; and in case of any Road or Roads or Ways being lowered for the Purposes of the said Railway, so as to leave less than Eighteen Inches of Earth in Depth over the Pipes or other Works of the said Mayor, Aldermen, and Burgesses, or of their Lessee or Lessees, such Pipes and other Works shall be lowered by the said Railway Company to the Depth of Eighteen Inches below the Surface of the new Road or Way.

Gas Pipes not to be laid through same Culvert with Pipes of the said Waterworks.

LXXX. And be it further enacted, That no Pipe or other Conduit to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Street, or other Passage or Place within the Limits of this Act, shall be laid in the same Culvert in which any Mains or Service Pipes or Conduit for the Supply of Water by the said Mayor, Aldermen, and Burgesses, or their said Lessee or Lessees, shall be laid; and that no such Pipe or Conduit for the Conveyance of Gas shall be laid at a less Distance than Four Feet at least from the Joint of any Water Pipe now or hereafter to be laid down for the Conveyance and Supply of Water by the said Mayor, Aldermen, and Burgesses, or their Lessee or Lessees.

LXXXI. And

Company to make good all Injury done to said Waterworks.

LXXXI. And be it further enacted, That the said Railway Company shall, at their own Costs and Charges, from Time to Time and at all Times hereafter repair and make good all Injury that may be done by the said Railway Company, their Servants or Agents, in constructing the said Railway, to the Works or Pipes of the said Mayor, Aldermen, and Burgesses, or their said Lessee or Lessees, or their Tenants belonging to or connected with the said Mills and Waterworks, within Twenty-four Hours next after Notice thereof in Writing, to be delivered to the Engineer or other Agent of the said Eastern Counties Railway Company, or left at the usual Place or Office of transacting Business of the said Company at *Norwich*; and in case the said Eastern Counties Railway Company shall not, in Twenty-four Hours next after such Notice delivered or left as aforesaid, make good all such Injury, that then the said Eastern Counties Railway Company shall on each and every Complaint forfeit and pay to the Engineer for the Time being of the said Lessee or Lessees of the said Mayor, Aldermen, and Burgesses, for the Use and Benefit of the said Lessee or Lessees, the Sum of Five Pounds for each and every Day during which the Cause of Complaint in such Notice specified shall continue, and in default of Payment thereof such Penalty or Penalties may be recovered in the same Manner as other Penalties imposed by this Act are recovered.

Saving Rights of Corporation of Norwich under existing Acts for supplying said City with Water.

LXXXII. And be it further enacted, That nothing herein contained shall extend or be construed to extend to alter, prejudice, injure, or affect any of the Rights, Powers, Privileges, or Authorities vested in the said Mayor, Aldermen, and Burgesses, or their Successors, or the said Lessee or Lessees of them or their Successors, under or by virtue of any Act or Acts of Parliament for making and maintaining the Works for supplying the said City of *Norwich* with Water.

For Protection of the Corporation of Norwich as Conservators of the River Yare.

LXXXIII. And whereas the Mayor, Aldermen, and Burgesses of the said Borough and City of *Norwich* are Conservators of such Part of the said River *Wenson* commonly called the *Yare* as extends from the said new Mills in the said City of *Norwich* to *Hardley Cross* in the County of *Norfolk*, and of the Branches and Streams thereof, and of the Banks of the same, and the Soil of the Bed or Channel of that Part of the said River is vested in them: And whereas the said Railway is intended to be carried over the said River *Wenson* commonly called the *Yare* from the Banks thereof at *Witlingham* in the said County of *Norfolk* to the Banks thereof at *Postwich* in the same County, and also over the same River at a Place called *Trouse Eye* or *High*, near to the said City of *Norwich*; and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the Navigation or Banks of the said River respectively; be it therefore enacted, 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 said Mayor, Aldermen, and Burgesses of the said Borough and City of *Norwich* in and over the said River *Wenson* otherwise called the *Yare*, or the Banks, Bed, or Channel thereof as aforesaid, or authorize or empower the said Railway Company to alter the Line or Level of

the said River *Wenson* otherwise called the *Yare*, or in any Manner to obstruct or impede the Navigation thereof, or of any Branch or 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 said River, or to interfere with or injure any Part of the Banks of the same, except for making the said Railway, as is herein expressly provided, without the Consent of the said Mayor, Aldermen, and Burgesses first had and obtained.

Company to erect Bridge of certain Dimensions over the River Yare at Witlingham.

LXXXIV. And be it further enacted, That in carrying the said Railway over the said River *Wenson* otherwise called the *Yare* at *Witlingham* aforesaid, across to *Postwich* aforesaid, the said Railway Company shall and they are hereby required at their own Expence to make, and at all Times for ever afterwards to maintain and keep in perfect Repair, a good and substantial Bridge there over the said River, with Three Arches of not less than Thirty Feet Span each clear of the Piers; and the Height of the Arches of the said Bridge, clear of the Soffit of each Arch from High-water Mark to such Soffit, to be not less than Fifteen Feet clear, and the Centre Arch of such Bridge, by means of Swivels or otherwise, to be made to open the whole Span of such Centre Arch in the most convenient Manner to allow and permit of a free Passage for every Ship and other Sea-borne Vessel, or Vessel propelled by Steam, using or navigating the said River *Wenson* otherwise called the *Yare* to pass through the same Arch at all Times by Night and by Day without Delay or Interruption; and the said Railway Company shall and they are hereby required, during the Progress of constructing the said Bridge over the said River *Wenson* otherwise called the *Yare*, to leave an open and uninterrupted Navigable Waterway in the same River of not less than Thirty Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments and Piers of the said Bridge (the Foundation Walls of such Abutments and Piers to be carried to such Depth as shall allow for the future deepening and improving of the said Navigation); and the said Bridge and Works shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said Mayor, Aldermen, and Burgesses.

Company to station a Person constantly at the said Bridge for the Purpose of opening same to allow of Vessels passing.

LXXXV. And be it further enacted, That the said Railway Company shall cause One or more Person or Persons to be stationed at or near the said Bridge for the Purpose of opening the Centre Arch thereof for the Passage at all Times, by Night and by Day, of every Ship and other Sea-borne Vessel, or Vessel propelled by Steam, using or navigating the said River, except when the said Railway Company shall require the said Arch to be closed for the Purpose of allowing Engines, Trains, and other Carriages to pass over the same, and on those Occasions the same shall not be kept closed so as to detain or delay any such Ship or Vessel more than Ten Minutes from passing through the said Centre Arch.

Company to erect Bridge of certain Dimensions

LXXXVI. And be it further enacted, That in carrying the said Railway over and across the said River *Wenson* otherwise called the *Yare* at the said Place called *Trowse Eye* or *High*, near to the City of

of *Norwich* aforesaid, the said Railway Company shall and they are hereby required at their own Expence to make, and at all Times for ever afterwards to maintain and keep in perfect Repair, a good and substantial Bridge there over the said River, with an Arch of not less Span than Thirty Feet clear of the Piers, and the Height of the Arch of the said last-mentioned Bridge, clear of the Soffit of such Arch from High-water Mark to such Soffit, to be not less than Ten Feet; and the said Railway Company shall and they are hereby required, during the Progress of constructing the said last-mentioned Bridge over the said River *Wenson* otherwise called the *Yare* at *Trowse Eye* or *High* aforesaid, to leave an open and uninterrupted Navigable Waterway of sufficient Width during the Time of constructing and putting in the Foundation Walls of the Abutments and Piers of the said last-mentioned Bridge (the Foundation Walls of such Abutments and Piers to be carried to such Depth as shall allow for the future deepening and improving of the Navigation of the same River); and the said Bridge and Works last mentioned shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said Mayor, Aldermen, and Burgesses of the said Borough and City of *Norwich*.

over the River Yare at High.

LXXXVII. And be it further enacted, That if by reason of any Accident, or if in the Execution of any Part 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 to be erected for the said Railway over the said River *Wenson* otherwise called the *Yare*, or of any of the Slopes, Banks, or Walls of the said Railway near to the said River, it shall happen that the Navigation of the said River shall be so obstructed that Ships, Boats, Keels, Wherries, Lighters, or other Vessels, whether Sea-borne Vessels or not, navigating or using the said River, shall be impeded in their Passage, or shall not be able to pass along the same, or in case the Navigable Waterways hereinbefore required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein is prescribed respectively, then and in any such Case the said Railway Company shall pay to the said Mayor, Aldermen, and Burgesses, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour during which any such Impediment shall continue: Provided always, that if 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 of or of Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Mayor, Aldermen, and Burgesses the Sum of Fifteen Pounds for every Hour during which the Obstruction shall continue as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums of Money, as the Case may be, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Mayor, Aldermen, and Burgesses 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 River *Wenson* otherwise called the *Yare*, or the several Approaches,

Providing against Obstruction to River Yare.

Side

Side Slopes, or Banks of the said Railway next the said River, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Mayor, Aldermen, and Burgesses 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*: Provided always, that nothing herein contained shall extend to prevent the said Mayor, Aldermen, and Burgesses from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Default of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as before mentioned, then the said 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 whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Mayor, Aldermen, and Burgesses; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Mayor, Aldermen, and Burgesses against the said Railway 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 Penalty or Penalties would have been recoverable.

Saving Rights of the Mayor and Corporation of Norwich.

LXXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Privileges, Franchises, Jurisdictions, or Authority of the Mayor, Aldermen, and Burgesses of the said Borough and City of *Norwich*, or their Successors, or the Mayor for the Time being of the same Borough and City.

Saving the Rights of the Trustees of the River Lea Navigation.

LXXXIX. And whereas the said Railway is intended to be carried over the River *Lea* Navigation, and also to be carried near to the Aqueducts, Embankments, Bridges, Side Drains, and other Works thereof, in the Parish of *Saint Mary Stratford-le-Bow* in the County of *Middlesex*, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Navigation or any Part thereof respectively; be it therefore enacted, 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 said Trustees of the River *Lea* Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation, or of the Towing or Foot Paths thereto, or of either or any of them, or any Part thereof, 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

any of the Waters therein, or to divert or turn any Watercourse or Land Drain into any Part of the said Navigation, or to interfere with or injure any of the Lands or Buildings belonging to the said Trustees of the River *Lea* Navigation, except for making the said Railway as is herein-after expressly provided, without the Consent of the said Trustees or any Seven or more of them in Writing under their Hands and Seals first had obtained.

Directions for building the Bridge over the River Lea Navigation.

XC. And be it further enacted, That in carrying the said Railway over the River *Lea* Navigation 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 Brick, Stone, or Cast Iron Bridge over the said Navigation, with a Towing Path under the same of not less than Fourteen Feet in Width in the Clear, and of such a Level as that the Surface of the said Towing Path shall be at all Times Twelve Inches above the Top-water Level of the said Navigation, and the said Bridge to be of such Dimensions as that the Soffit thereof shall be at least Fifteen Feet above the Top-water Level of the said Navigation; and no Part of the said Arch over the said Towing Path shall be less than Ten Feet above the Surface of the said Towing Path, and shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Fifty-six Feet for the Waterway and Fourteen Feet for the Towing Path under the said Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing the said Bridge over the said River *Lea* Navigation, to leave an open and uninterrupted Navigable Waterway in the said Navigation of not less than Thirty Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge and the new Towing Path along the same, up to Ten Feet above the Top-water Level of the said Navigation (the Foundation Walls of such Abutments to be carried to such Depth as shall allow for the future deepening and improving of the said Navigation); and the said Bridge and Works shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees of the River *Lee* Navigation.

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

XCI. And be it further enacted, That the said Railway Company shall and they are hereby required at their own Expence for ever hereafter to maintain and keep in perfect Repair the Towing Path by the Side of the River *Lea* Navigation for the Space of One hundred Feet on each Side of the Bridge to be erected by the said Railway Company over the said Navigation, and also to deepen the Navigation at all Points under the said Bridge, and to the Extent of One hundred Feet on each Side thereof to the Depth of Three Feet below the lower Sill of *Old Ford Lock*, and to keep the same to such Depth for ever hereafter to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees of the River *Lea* Navigation.

Penalty for obstructing the River Lea Navigation.

XCII. 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,

Works, or of any Bridge over the said River *Lea* Navigation, or of any of the Slopes, Banks, or Walls of the said Railway near to the said Navigation, it shall happen that the said River *Lea* Navigation or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Navigation 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 during the Progress of the Works shall at any Time be contracted to a less Width than herein is prescribed, then and in any such Case the said Railway Company shall pay to the said Trustees for the Time being of the said River *Lea* Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour during which any such Impediment shall continue: Provided always, that if 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 of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Trustees for the Time being of the River *Lea* Navigation the Sum of Fifteen Pounds for every Hour 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 Treasurer or any Officer of the said Railway Company, the said Trustees for the Time being 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 Bridge to be erected for the said Railway over the said River *Lea* Navigation, or the Towing Path Walls under the said Bridge, or the several Approaches, Side Slopes, or Banks of the said Railway next the said Navigation, or any of them or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Trustees for the Time being 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*: Provided always, that nothing herein contained shall extend to prevent the said Trustees for the Time being from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Default of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as before mentioned, then the said 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 whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Trustees for the Time being; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company, and no Action shall be maintainable by the said Trustees for the Time being

against the said Railway 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 Penalty or Penalties would have been recoverable.

Saving the Rights of the Regent's Canal Company.

XCIII. And whereas the said Railway is intended to be carried over the Regent's Canal, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal; be it therefore enacted, 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 Company of Proprietors of the Regent's Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or of the Towing Path thereto, or of any Part thereof, or in any Manner to obstruct or impede the Navigation of the said Canal or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal, or to interfere with or injure any of the Works of the said Canal, or to take or use any of the Lands or Buildings belonging to the said Regent's Canal Company; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated on the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Middlesex*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Houses, Lock-houses, Lands, Banks, or Feeders, or any other Works belonging to the said Regent's Canal Company, shall be taken, used, or damaged, without the Consent of the said Regent's Canal Company in Writing under their Common Seal first had and obtained.

Directing Erection of Bridge over the Regent's Canal.

XCIV. And be it further enacted, That in carrying the said Railway over the said Regent's 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 Brick, Stone, or Cast Iron Bridge over the said Canal and the Towing Path thereof, with proper Approaches to such Bridge; and the Soffit or under Side of such Bridge at the Centre of the Waterway shall be at the least Eleven Feet above the Top-water Level of the said Canal, and no Part of the Arch of such Bridge shall be of less Height over the Towing Path of the said Canal or over the Southern Side of the said Canal than Nine Feet above the said Top-water Level; and such Bridge shall be of such Width or Span as shall leave a clear, uniform, and uninterrupted Opening measured in a direct Line of not less than Forty-three Feet for the Waterway and Ten Feet for the Towing Path under such Bridge, and that the present Line of the said Towing Path shall in no Manner be varied; and also that the said Railway Company shall build, as well on the Towing Path Side as on the opposite Side of the said Canal, a good and sufficient retaining Wall for a Distance of One hundred and fifty Feet in Length on each Side of the said intended Railway Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing such Bridge and Works, and of any necessary Repairs or Renewal thereof, or of any Part thereof, from

from Time to Time and at all Times to leave an open and uninterrupted Navigable Waterway in the said Canal of not less than Forty Feet in Width and Ten Feet Six Inches in Height during the Time of constructing and putting in the Foundation Walls of the Abutments of such Bridge and the new Towing Path along the same, up to One Foot above the Top-water Level of the said Canal, and which Time shall not exceed Forty Days, nor shall less than Forty-three Feet for the said Waterway and Ten Feet for the said Towing Path be left during the Remainder of the Period of constructing or repairing or renewing such Bridge; and that the present Towing Path shall remain undisturbed 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 that the said Bridge and Works shall be constructed and maintained to the Satisfaction of the principal Engineer for the Time being of the said Regent's Canal Company.

Compensation to be made to Regent's Canal Company if Passage on their Canal is impeded.

XCV. And be it further enacted, That if by reason of any Accident, or if in the Execution of any of the Works by this Act authorized to be made, or if by reason of the bad State of Repair of any such Works, or of any of the Slopes, Banks, or Walls of the said Railway near the said Regent's Canal, it shall happen that the said Canal or the Towing Path thereof, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company as or by way of ascertained Damages the Sum of Ten Pounds for every Hour during which such Impediment or Obstruction shall continue, and so in proportion for any less Time than One Hour during which any such Impediment or Obstruction shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company the Sum of Twenty Pounds for every Hour 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 Treasurer or any Officer of the Railway Company, the said Regent's Canal Company 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 Bridge to be erected for the said Railway over the said Regent's Canal, or the Approaches, Side Slopes, or Banks of the said Railway near the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, or if by reason of Want of Repair or from any other Cause reasonable Apprehension shall be entertained of Interruption to the Navigation of the said Regent's Canal, then and in any of such Cases it shall be lawful for the said Regent's Canal Company 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

full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster:* Provided also, that nothing herein contained shall extend to prevent the said Regent's Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said 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 whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Regent's Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Cases Judgment shall be given for the said Railway Company, and no Action shall be maintainable by the Regent's Canal Company against the said Railway 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.

Company to maintain the Bridges, &c. over the Regent's Canal.

XCVI. Provided always, and be it further enacted, That the said Railway Company shall at their own Expence, from Time to Time and at all Times whenever it may be requisite, maintain the said Railway, Bridges, Walls, and all Works necessary for the free and unobstructed Navigation of the said Regent's Canal, in good and perfect Order, Repair, and Condition, to the Satisfaction of the principal Engineer for the Time being of the said Regent's Canal Company.

Railway not to cross Turnpike Roads on a Level.

XCVII. And be it further enacted, That where the said Railway shall cross any Turnpike Road or public Highway, either such Turnpike Road or public Highway shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road or public Highway, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned, unless Two Justices of the County wherein such public Highway shall be situate shall by Writing under their Hands allow that such public Highway may be crossed on a Level.

Railway not to cross any Street, Highway, public Bridleway, or Footpath on a Level.

XCVIII. And be it further enacted, That the said Railway shall not be made across any Street or Highway, or public Bridleway or Footpath, on the Level, without the previous Consent in Writing of some Two Justices of the Peace for the County acting for the Division within which the Street, Highway, Bridleway, or Footpath so to be crossed shall be situate; and where the said Railway shall cross any public Bridleway or Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents

and Descents, as the Case may be, to such Bridleway or Footpath: Provided nevertheless, that the said Company, and all other Persons and Corporations who may think themselves aggrieved by any Determination, Consent, or Refusal of Consent of the said Justices herein, shall have Power of Appeal in the same Manner and under the same Provisions and Restrictions as are ordered and directed in Cases of Appeal against stopping up and diverting Highways by an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to consolidate and amend the Laws relating to Highways in that Part of* Great Britain *called* England.

5 & 6 W. 4. c. 50.

Regulation as to crossing public Roads on a Level.

XCIX. And be it further enacted, That where the said Railway shall cross any public Highway other than a Turnpike Road on a Level the upper Surface of such Railway shall not rise above nor sink below the Level of such Road more than One Inch.

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

C. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road, the Span of the Arch of such Bridge 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 Arch of not less than Twenty-five Feet, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirty Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Carriage Road, not being a Turnpike Road, the Span of the Arch of such last-mentioned Bridge 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 last-mentioned Arch of not less than Eighteen Feet, and of a Height from the Surface of such public Carriage Road, not being a Turnpike Road, to the Centre of such Arch, of not less than Sixteen Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Twenty Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any private Carriage Road or Occupation Way, the Span of the Arch of such last-mentioned Bridge 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 Arch of not less than Fifteen Feet, and of a Height from the Surface of such private Carriage Road or Occupation Way to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Thirteen Feet.

Regulating Ascent of Bridges for carrying public Roads over Railway.

CI. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, public Highway, or Occupation Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-five Feet for the Purposes of a Turnpike Road, and for the Purposes of any other Road of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike

Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any such public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any Occupation Road not more than One Foot in Fifteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Provision for Injury to Roads.

CII. Provided also, and be it further enacted, That in all Cases where, in Exercise of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be gone across, cut through, raised, sunk, taken, or so much injured as to be impassable for Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road shall be so gone across, cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Road (as the Case may require) to be set out and made instead of such Road so gone across, cut through, raised, sunk, taken, or injured, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be gone across, cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be, and shall cause such new Road to be put into good and substantial Order and Condition where the former Road cannot be more easily restored; and where the Road so gone across, cut through, raised, sunk, or passed over shall be a Turnpike Road, the substituted Road, if temporary, shall be so made, and the principal Road restored, within Six Calendar Months after the Commencement of such Operation, and the Railway where it shall cross such Turnpike Road shall be made and kept in repair so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such good and sufficient Road shall be neglected to be made as herein-before directed, or during which such Turnpike Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act: Provided also, that whenever the said Railway shall cross any public Footpath otherwise than on a Level or by a Bridge, such Access shall be made thereto on the Slopes of the said Railway as to render the Approach convenient to the Public.

Company to erect a Screen on Side of Railway in case of Danger to Passengers

CIII. And be it further enacted, That in case the said intended Railway shall at any Time or Times hereafter, from its near Approach to any Turnpike Road, occasion Danger to the Travellers on such Road in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful

travelling on the Turnpike Road.

lawful for any Person or Persons to make Complaint thereof to any Two Justices of the Peace acting for the Limit where such Turnpike Road shall lie, who shall summon the Clerk or Treasurer for the Time being of the said Company, or One of the Directors thereof, before them, to answer such Complaint; and if it shall appear to such Justices that the said Complaint is reasonable, then the said Company shall, within such Time as shall be ordered by the said Justices in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or other Officer, within such Time as shall be appointed by the said Justices, commence and within such Time as shall be appointed by the said Justices complete such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike Road or of the said intended Railway, as shall be directed by the said Justices, so as to prevent such Danger to Travellers upon the said Turnpike Road; and in case such Company shall neglect within the Time appointed in that Behalf commence or shall not continue to execute such Works until the due Completion thereof, or shall not complete the same within the Time in that Behalf appointed, the said Company shall forfeit and pay for every Day during which the said Company shall not commence or shall not proceed in the Completion of such Works, or during which the said Works shall not be completed after the Time appointed for the Completion thereof, the Sum of Twenty-five Pounds, to be recoverable by the Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Height and Width of Bridges over the Middlesex and Essex Turnpike Roads.

CIV. Provided always, and be it further enacted, That the Bridges or Viaducts (if any) to be made and formed over the *Middlesex* and *Essex* Turnpike Roads shall be of One Arch of the Form termed eliptical, and shall extend over the whole of the present Width of Road and Footpaths, and be of the Height of Sixteen Feet in the Centre, and Twelve Feet over such Footpaths.

Company not to raise Levels of Middlesex and Essex Roads above a certain Height.

CV. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors to raise the *Middlesex* and *Essex* Turnpike Roads at *Maryland Point* in the said Parish of *West Ham* more than Ten Feet, and at *Chadwell* in the said Parish of *Barking* more than Fifteen Feet, above the present Level of the said Roads at those Places respectively.

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

CVI. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level the said Company shall erect and at all Times maintain good and sufficient Gates across the said Railway at the Point where it shall cross such public Highway, all which Gates shall be constantly kept shut by some Person to be appointed by the said Company, (and which Person the said Company are hereby required to appoint under a Penalty of Five Pounds for each Default,) except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the same Gates shall be opened for the Purpose only of letting such Carriages pass through; and that such

such Gates shall be so constructed as when opened for Passage along the said Railway they shall close the Passage of the said public Carriage Roads across the said Railway, and the Person intrusted with the Care of such Gates 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.

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

CVII. And be it further enacted, That the said Company shall at their own Expence forthwith make, erect, and set up, and from Time to Time maintain and support, such and so many convenient Gates in and upon or adjoining the said Railway, and also all such Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over and under or by the Side of or leading to or from the said Railway, as Two or more Justices of the Peace acting for the respective Counties aforesaid shall, upon the Application of the Owner or Occupier of any Lands, judge necessary and appoint (in case there shall be any Dispute about the same) for the Use of the Owners or 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 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 supported, maintained, and kept in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to form, make, erect, and set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain and support the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making and repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages in Carts and other Carrriages across or along such Lands, doing as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make, erect, or set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or to maintain or support the same or any of them when erected, set up, and made in manner aforesaid, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, then and in every such Case it shall be lawful for the Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make, erect, and set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made, erected, and set up as aforesaid, and to maintain, repair, and support the same from Time to Time as Occasion shall require, so that in making and maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway, or any Buildings or other Things hereby authorized to be made or constructed by the said Company, shall not be

obstructed or injured for any longer Space of Time or in any other Manner than shall be absolutely necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices (in case of Dispute), shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so erected and made, repaired or maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered and made thereof to and from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices shall and they 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; or 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 such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made or shall be erected or made over or under the said Railway or any Part thereof at or in any Place or Manner at or in which the same would, if so erected or made, prevent, hinder, or obstruct the working or using of the said Railway.

Company to make certain Archways on the Estate of Earl Rosebery.

CVIII. And be it further enacted, That in the Formation of such Part of the said Railway as is intended to be made through or upon the Lands of or belonging to the before-named *Archibald John* Earl of *Rosebery* in the said Parish of *Postwick* in the said County of *Norfolk*, the said Company shall and they are hereby required, upon the Request in Writing of the said Earl or of the Owner or Owners for the Time being of the said Lands, at the proper Costs and Charges of the said Company, to make and construct, and from Time to Time and at all Times for ever thereafter to maintain and keep in good and substantial Repair and Condition, any Number of arched Openings under the said Railway not exceeding Three at such Places upon or under the said Line of Railway as the said Earl or the Owner or Owners for the Time being of the said Lands in the said Parish of *Postwick* shall require; and that each of the said arched Openings shall be of such Width as to leave a clear and open Road and Space through and under the same of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of each Arch of not less than Twenty Feet, or of such less Height as the said Earl or the Owner or Owners for the Time being of the said Lands shall in Writing agree, and that the Descent to and under each of such Arches shall not exceed One Foot in Thirty-five Feet; and in case the said Company shall refuse or neglect to make or

maintain such Arches or any of them for the Space of Twenty-eight Days after the Time which shall be required for those Purposes respectively by the said Earl or the Owner or Owners for the Time being of the said Lands in the said Parish of *Postwick*, it shall be lawful for the said Earl or such Owner or Owners to make and erect, or, as the Case may require, to maintain and repair such Arches, so that in making, erecting, repairing, or maintaining such Arches the said Railway shall not be obstructed for any longer Period of Time than shall be necessary, and that all the Costs and Charges thereof shall be repaid to the said Earl, or such Owner or Owners for the Time being, by the said Company, within Twenty-eight Days next after the same shall have been so incurred, and an Account and Demand in Writing shall have been delivered to and made from the said Company or their Treasurer or Clerk for the Time being; and that in default of Payment of the said Costs and Charges within the Time aforesaid any Two or more Justices of the Peace for the said County of *Norfolk* shall, upon the Application of the said Earl or of such Owner or Owners for the Time being, and they 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 by whom such Costs and Charges shall have been incurred, rendering to the said Company the Overplus (if any), on Demand, after deducting all the Costs, Charges, and Expences of making such Distress and Sale, to be settled by the said Justices; and that the said Earl and such Owner and Owners for the Time being, upon Neglect or Refusal by the said Company to pay the said Costs and Charges within the Time aforesaid, shall and may have such and the like Remedy against the said Company for the Recovery thereof, by Action or Suit at Law or in Equity to be commenced and prosecuted in such Manner as in other Cases is by this Act directed, or by any other Means which the said Earl, or such Owner or Owners for the Time being, is or are or shall or may be authorized to take.

Company to make certain Archways underneath the Railway on the Property of Mrs. Harriet Dashwood.

CIX. And be it further enacted, That in the Formation of such Part of the said Railway as is intended to be made through or upon the Lands of or belonging to the said *Harriet Dashwood*, situate and being in the Parishes of *Stoke Holy Cross* and *Caister Saint Edmund's* in the said County of *Norfolk*, or either of them, the said Company shall and they are hereby required, at their own proper Costs and Charges, upon the Request of the said *Harriet Dashwood*, or of the Owner or Owners for the Time being of the said Lands, to make and construct, and from Time to Time and at all Times for ever hereafter to maintain and keep in good and substantial Repair and Condition, any Number of arched Openings under the said Railway not exceeding Three at such Places upon or under the said Line of Railway as the said *Harriet Dashwood*, or the Owner or Owners for the Time being of the said Lands, shall require; and that each of the said arched Openings shall be of such Width as to leave a clear and open Road and Space through and under the same of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of each Arch of not less than Sixteen Feet, and that the Descent to and under each of such Arches shall not exceed One Foot in Thirty Feet; and

and in case the said Company shall refuse or neglect to make or maintain such Arches or any of them for the Space of Twenty-eight Days after the Time which shall be required for those Purposes respectively by the said *Harriet Dashwood*, or the Owner or Owners for the Time being of the said Lands in the said Parishes of *Stoke Holy Cross* or *Caister Saint Edmund's* aforesaid, it shall be lawful for the said *Harriet Dashwood*, or such Owner or Owners for the Time being, to make and erect, or, as the Case may require, to maintain and repair such Arches, (so that in making, erecting, repairing, or maintaining such Arches the said Railway shall not be obstructed for any longer Period of Time than shall be necessary,) and that all the Costs and Charges thereof shall be repaid to the said *Harriet Dashwood*, or such Owner or Owners for the Time being, by the said Company, within Twenty-eight Days next after the same shall have been so incurred, and an Account and Demand in Writing shall have been delivered to and made from the said Company or their Treasurer or Clerk for the Time being; and in default of Payment of the said Costs and Charges within the Time aforesaid that Two or more Justices of the Peace for the County of *Norfolk* shall, upon the Application of the said *Harriet Dashwood*, or of such Owner or Owners for the Time being, and they 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 by whom such Costs and Charges shall have been incurred, rendering to the said Company the Overplus (if any), on Demand, after deducting all the Costs, Charges, and Expences of making such Distress and Sale, to be settled by the said Justices; and that the said *Harriet Dashwood* and such Owner and Owners for the Time being, upon Neglect or Refusal by the said Company to pay the said Costs and Charges within the Time aforesaid, shall and may have such and the like Remedy against the said Company for the Recovery thereof by Action or Suit at Law or in Equity, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed, or by any other Means which the said *Harriet Dashwood*, or such Owner or Owners for the Time being, is or are or shall or may be authorized to take.

Owners of Lands empowered to erect Gates, &c. on Insufficiency.

CX. Provided always, and be it further enacted, That if 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, Hollows, Culverts, Fences, Ditches, Drains, and Passages respectively which the said Justices shall have so directed or appointed to be made or erected 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 Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices given after Summons to the said Company and due hearing of their Objections, to make, fix, and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, 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,

along, over, under, 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 to repair and support the same, at the Costs and Charges of such Owners or Occupiers, as Occasion shall require, so that the Passage through or along the said Railway be not prevented or obstructed thereby.

Compensation in lieu of Gates, Bridges, &c.

CXI. Provided always, and be it further enacted, That in every Case in which the Owner of any Lands or other Person by this Act capacitated to convey shall in their Arrangements with the said Company have received or agreed to receive Compensation for Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed by the said Company for the Purpose of facilitating the Passage to or from either Side of the Lands severed or divided by the said Railway, it shall not be lawful for such Owners or those claiming under them to pass, and they shall for ever be prevented from passing or crossing, the said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge, Arch, or Culvert to be erected at the Charge of such Owners.

For fencing off Railway through private Lands.

CXII. Provided always, and be it enacted, That the said Company shall and they are hereby empowered and required, at their own proper Charges, after any Land shall be taken for the Use of the said Railway and other Works, to divide and separate and keep 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 in Writing require the same to be fenced off, or in case the said Company shall think proper to fence off the same, instead of Gates being erected 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 not towards the said Railway); and in every such Case the Powers, Provisions, Directions, Limitations, 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 the said Powers, Provisions, Directions, Limitations, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

Company to make sufficient Drains, &c. to carry Water off the Lands.

CXIII. And be it further enacted, That the said Company shall and they are hereby required, at their own proper Costs and Charges, to make or cause to be made 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

or keeping up the same 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 Lands adjacent thereto shall be deprived of Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, 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 or Feeder which can readily and lawfully 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 thereunto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace acting for the respective Counties aforesaid 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 or Feeders, 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, scoured, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall, by or on behalf of any Owner or Occupier of any Land adjoining or lying near to the said Railway, be given 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, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing from any Two or more Justices of the Peace acting for the respective Counties 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 Person to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, or other Passages accordingly, and the reasonable Expences 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, or upon their Clerk or Treasurer, and Service of a Copy of such Order, 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.

Owners of Land may make Branches.

CXIV. And be it further enacted, That it shall be lawful for the Owners or Occupiers of Lands adjoining or near to the said Railway, or any other Person whomsoever, to lay down, either upon their own Lands or upon the Lands of other Persons, with the Consent of such other Persons, any Collateral Branch from their respective Lands to

communicate with the said Railway for the Purpose of bringing Carriages upon such Railway, and the said Company shall be bound to make, at the Expence of such Owners or Occupiers or other Persons who may require the same, such Openings in the Rails, Ledges, or Flanches of the said Railway, for effecting such Communication, at such Places as may be most convenient for that Purpose, and as may least interfere with the Passage on the said Railway, and provided the same can be made without endangering the Safety of Persons using or travelling upon the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided always, that the said Company shall not be bound to make any such Opening in any Places where they shall have erected, built, made, or set up any Building, Steam Engine, Works, Machinery, Station, or Yard, or in any Place which they shall have appropriated or set apart for any specific Purpose, with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel.

Act not to prevent Owners of Land to to make Communications across the Railway.

CXV. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such Railway, Bridge, or Culvert so made by him for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer for the Time being of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month, then such Plan and Specification shall be submitted to Two of His Majesty's Justices of the Peace acting for the respective Counties aforesaid, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby or by the Want of Repair thereof done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, or to any Person travelling thereon, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case, together

together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Company empowered to purchase Lands for Wharfs, &c.

CXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation who shall be willing to sell the same for the Purchase of any Lands, not exceeding in the whole Fifty Statute Acres, in addition to the Lands herein-before authorized to be taken, in such Places as shall be deemed eligible, for the Purpose of making and providing additional Stations, Yards, Wharfs, Staiths, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purpose whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Corporations and all other Persons, including especially such Corporations and Persons as are herein-before capacitated to sell and convey other Lands and to release Rents and other Charges for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands for the Purposes herein-before mentioned, or any of them, and to release Rents or other Charges thereon, or to enfranchise any Copyhold or Customary Lands, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

Company authorized to sell any of such Lands, and afterwards to purchase other Lands for the same Purpose.

CXVII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, Staiths, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner and for such Considerations and to such Persons as the said Company shall think proper, and by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes last herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Company restrained from purchasing more than Fifty Acres from incapacitated Persons.

CXVIII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Fifty Statute Acres of Land by virtue of this Act for the Purpose of providing additional Stations, Yards, Wharfs, Staiths, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings

Buildings and Conveniences, and all Persons and Corporations whomsoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Persons and Corporations being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Persons or Corporations being under legal Disability or Incapacity in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Fifty Statute Acres; and in case the said Company shall purchase such Fifty Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Person or Corporation being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Fifty Statute Acres of Land or any Part thereof so sold or disposed of by the said Company.

Company to make good Deficiencies in Poor and other Parochial Rates.

CXIX. And whereas by reason of the Construction of the said Railway, 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 several Parishes and Places through which the said Line of Railway is intended to pass; be it therefore enacted, That the said Company shall, from and after the Period when any Land, House, Building, Hereditament, Land, or Premises shall be taken or become unoccupied or untenanted by reason of the same being required for the Purposes of the said Railway, up to the Period when the said Railway 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 previously to the passing of this Act; and the said Company shall pay and make good to and in aid of such Parishes and Places, out of the Monies of the said Company, all such Rates as aforesaid, and in default of Payment thereof the same shall and may be levied and recovered from the said Company, or their Treasurer or Clerk, in the same Way or Manner as the same could or might have been recovered from the Owners or Occupiers of the same Premises in case this Act had not been passed.

Saving Rights of Parishes on the Line under existing Acts.

CXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, derogate, or diminish any of the Rights and Privileges of any Parish over which the said Railway shall pass acting under and by virtue of any Local Act or

Acts of Parliament, but that the same shall be in as full Force and Effect as if this Act had not been made.

Deficiencies in Land Tax to be made good by Company.

CXXI. And whereas by reason of taking down Houses and Buildings and making Alterations, in pursuance of this Act, there may be Deficiencies in the Assessments for Land Tax in the several and respective Parishes or Townships herein described; be it therefore enacted, That the said Company shall, from and after the said Company shall become seised and possessed 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 the Land Tax,) be subject and liable from Time to Time to pay and make good to or in aid of the said Parish or Township, out of the Monies to arise by virtue of this Act, all such Sum and Sums of Money as shall be deficient in the said several Assessments for Land Tax within any such Parish or Township by reason or means of taking down or using for the Purposes of this Act any Houses, Buildings, and 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, Collector, or Receiver to be appointed under this Act shall be and is hereby authorized and required to pay all such Assessments, on Demand thereof, to the Collector or Collectors of the Assessments.

Company not to claim Mines under Railway.

CXXII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to give to the Company any Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals under any Land taken or purchased by the said Company under the Provisions and Powers of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, or as may be found not deeper than the Line of the Section herein-before mentioned and referred to (unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company); but all such Mines and other Minerals, except as aforesaid, shall be deemed to be excepted out of such Purchase, unless otherwise expressly stipulated in the Deed or Deeds of Conveyance, and may (subject to the Restrictions herein-after contained for the Purchase thereof by the said Company) be worked by the Owners, Lessees, or Tenants thereof under the said Lands, or the Railway or other Works of the said Company, as if this Act had not passed, but so nevertheless as that such Mines are worked fairly in the usual and proper Manner, and no Damage be wilfully done to the said Railway or other Works.

Owners of Mines to give Notice to the Company of their Intention to work them, and Company to have

CXXIII. Provided always, and be it further enacted, That when and so often as the Owner, Lessee, or Tenant of any Mines of Stone, Coals, Slate, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Fifty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Owner, Lessee, or Tenant shall give Notice in Writing to the said Company under his

his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect or cause such Mines to be inspected by such Persons as they shall appoint, and to contract and agree with any such Owner, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting or working of which may appear to the said Company likely to prejudice or damage the said Railway or other Works; and in case the said Company and such Owner, Lessee, or Tenant do not agree as to the Amount or Value of such Mines or Minerals, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-before directed with respect to the Lands which may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days declare their Desire to purchase the said Mines, and do not treat with such Owner, Lessee, or Tenant for the same, then it shall be lawful for the Owner, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done, or be caused by the working of the said Mines in an improper Manner.

Liberty to purchase.

CXXIV. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines or Minerals under the said Railway, or within the Distance of Fifty Yards thereof, it shall be lawful for the respective Owners, Lessees, or Tenants of the adjoining Mines (such Owners, Lessees, or Tenants being the Owners, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, Water Levels, or other Openings through the Mines or Strata so purchased by the said Company as may be requisite or convenient to enable such Owners, Lessees, or Tenants to ventilate, drain, work, get, and draw away the Mines and Minerals on each Side of the Mines or Minerals so purchased as aforesaid, the requisite or sufficient Number of such Airways, Headways, Gateways, Water Levels, or other Openings, and the Dimensions thereof, and the Rate or Price to be paid for the Mines or Minerals worked or obtained therefrom, in case the Parties differ about the same, being settled and decided by Two competent Persons, one to be appointed by the said Owner, Lessee, or Tenant, and the other by the said Company; or if either of such Owner, Lessee, or Tenant, or the said Company, shall for Twenty Days after being required neglect or decline to appoint such competent Persons, or if such competent Persons, being appointed, shall for Seven Days after their Appointment fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the County, Liberty, or Place where such Mines shall be situate, whose Decision shall be binding; and such Justices are hereby empowered and required, at the Request of either Party, to take cognizance of all such References, and to act therein accordingly; and it shall be lawful for such Two competent Persons, or for such Justices,

If Company purchase Mines, Owners of Mines on each Side of the Railway may make Communications.

Justices, or any other Person by their Direction or Authority, to enter and inspect the Works and Mines of the Person or Persons who shall make or purpose to make such Airways, Headways, Gateways, Water Levels, or other Openings, in order to obtain Evidence or Information for their Guidance.

Method of discovering when Mines are working under the Railway.

CXXV. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works or any of them; be it therefore enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the intended Railway and other Works shall pass, wherein any such Mines shall be found, or shall be working or supposed to be working, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Owners, Lessees, or Tenants, (who are hereby required at all seasonable Times and at the Expence of the said Company to furnish the same,) and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act it shall be lawful for the said Company to give Notice to the Owners, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Owners, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway and Works, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, or other Person for such Purpose employed by them, then and in every such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Owners, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Owner, Lessee, or Tenant who shall so respectively have worked or got the same, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and the Monies so recovered shall be applied for the Purposes of this Act.

No Shaft to be sunk in Railway.

CXXVI. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said Railway and Works; but it shall be lawful for any Owner, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to pass and use all such Ropes, Chains, Connexion Rods, and other Matters as

may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway; provided that by so doing such Owner, Lessee, or Tenant do not injure or damage such Railway or Works, or interrupt in any Manner the free Passage upon or along the same.

Enabling the Company to sell Lands not wanted.

CXXVII. And whereas by means of Purchases which the said Company are hereby empowered or required to make the said Company may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes thereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years from the Time allowed for completing the said Railway, to contract for and sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof any Part of such superfluous Lands as shall not be required for the Purposes of this Act, (save and except any Lands adjoining any Station belonging to the said Company,) or any Estate or Interest purchased by or belonging to the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous, and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company before they shall dispose of any such superfluous Lands shall first offer to sell the same to the Person or several Persons from whom they were originally purchased by the said Company, their Heirs or Successors, and failing their Acceptance of such Offer the said Company shall next offer to sell the said superfluous Lands to the Person or Persons whose Lands shall immediately adjoin the Lands so intended to be sold, such Persons being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the superfluous Lands so offered to them, 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 decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease, and a Declaration made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace acting for the respective Counties aforesaid (who are hereby respectively authorized to receive the same), by some Person not interested in such Lands, stating that the Person 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, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer

was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person 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 Lands to be taken or used by the said Company for the Purposes of this Act; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as by this Act is directed with respect to such Lands as aforesaid, *mutatis mutandis*, and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

Company, upon Payment of Money, to give Receipts.

CXXVIII. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands or of any Interest therein belonging to the said Company which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for the Treasurer or any Officer appointed by the Directors of the said Company for that Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

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

CXXIX. 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 respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest 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 or made by them, were at the Time of the Execution of such Conveyance seised or possessed of the Lands or Premises 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 Purchaser thereof, his Heirs and Assigns, Successors 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 the further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or 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 any such Conveyance; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to the respective Quality or Nature and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

First and other General Meetings.

CXXX. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act, and from and after such First General Meeting of the said Company there shall be a General Meeting of the said Company in the Months of *February* or *August* in each and every Year at such Time and Place as the Directors (for the Time being) shall fix, and all such and so many Special General Meetings of the said Company as the said Directors (for the Time being) may think proper to convene, or as may be convened by the Proprietors in manner herein-after provided; and such General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place, of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed, and every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called.

Meetings of Proprietors to be specially convened.

CXXXI. And be it further enacted, That Twenty or more Proprietors of Shares in the said Company holding in the Aggregate Five hundred Shares or upwards in the said Undertaking (upon which Shares all Calls actually 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, or given to the Clerk or Secretary of the said Company, or left at his Office or last or usual Place of Abode, require the Directors of the said Company to call a Special General Meeting of the 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 Twenty-one Days next after such Notice shall have been given as aforesaid the same may be called by such Twenty or more Proprietors of Shares in the said Company, who shall give Fourteen Days Notice thereof in One or more Newspaper or Newspapers published in each of the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors of Shares therein as shall be present at such Meeting shall proceed to the Execution of the Powers of this Act given to the said Company, (with respect to the Matters so specified in such Notice, and to those only), and all Acts of the major Part in Number of Votes of the Members of the said Company

Company met together at any such Special General Meeting shall be as valid (with respect to the Matters specified in such Notice, and those only,) as if the same had been done at an Annual General Meeting held at the Time and in manner herein-before appointed for holding the same.

Business of Special and adjourned General or Special General Meetings.

CXXXII. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called by such Notice as aforesaid, and no Business shall be transacted at any adjourned General or Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Mode of giving Notices.

CXXXIII. And be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company or of any Adjournment thereof, or of any other Matter, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by Two Directors or the Secretary or Clerk of the said Company; and such Notices shall be given by Advertisement in One or more Newspaper or Newspapers published in each of the said Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and such last-mentioned Notices when so given shall be deemed and considered the same as if personally served.

Directing how Subscribers shall vote.

CXXXIV. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act every Person and Corporation being Proprietor of a Share or Shares not exceeding Twenty in the Capital Stock of the said Company, and whose Name shall have been entered in the Books of the said Company as hereinafter provided, and his respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and every such Proprietor of more than Twenty Shares, his respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which he shall respectively be entitled to for and in respect of the first Twenty Shares, have One additional Vote for every Five Shares beyond the Number of Twenty Shares; and every Question, Matter, and Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of Persons present; and at every such Meeting the Chairman thereof shall and may, in case of an Equality of Votes, have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking any Votes at such Meeting.

The Person whose Name stands first as a joint Proprietor with others

CXXXV. And be it further enacted, That when several Persons shall be joint Proprietors of any such Share the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at any General or Special General Meeting of the said Company, be deemed the Proprietor of such

such Share; and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall on all Occasions be received as the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of such Shares shall and may, for and in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, or in any One Newspaper or Newspapers published and circulated in each of the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and such Notice to such Person shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

to be deemed the Owner, and to vote.

CXXXVI. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be *non compos mentis* or a Minor, such Proprietor as shall be *non compos mentis* shall or may vote at such Meeting by his Committee or any One thereof, and such Minor shall and may vote by his Guardian or by any of his Guardians: Provided always, that every such Committee or Member of Committee, or Guardian or each of several Guardians, may also vote in right of his own Share (if any) as well as in the Character of Committee of any Lunatic or Proprietor being *non compos mentis*, or of Guardian of any Minor, on the same Occasion, and that where there are more in Number acting as Committee or Guardian than One no Proof of the Concurrence of the other or others of them shall be requisite.

Lunatics and Minors to vote by Committees and Guardians.

CXXXVII. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote at any Meeting of the Proprietors of the said Company, or to act or vote as a Director at any Meeting of the said Directors, until the Money called for in respect of such Share shall have been fully paid.

Proprietors in arrear not to vote.

CXXXVIII. And be it further enacted, That Sir *Robert Alexander* Baronet, *Henry Bosanquet*, *Cornelius Butler*, the Reverend *John Chevalier*, *George Clapham*, *John Cobbold*, *William Curzon Crawford*, *Lewis Desanges*, *Thomas Bilcliffe Fyler*, *Thomas Gibbes*, *William Gunston*, *Charles Thomas Holcombe*, Colonel Sir *Robert Harvey*, *Charles Hood*, *Henry Luard*, *Joseph Marriage* junior, *Thomas Robertson*, *William Tite*, *William Collings Wells*, *John Fowler*, *Samuel Price Edwards*, and *Edward Leathes*, and the Survivors and Survivor of them, or such of them as shall continue to act, 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, Five thereof shall be competent to act; aud the several Persons so appointed, being neither removed nor disqualified, and not resigning,

First Directors of the Company.

shall continue in Office and be respectively Directors until the General Meeting of the said Company which shall be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight, and until others shall be elected in their Stead in pursuance of this Act.

Directors to go out by Rotation.

CXXXIX. And be it further enacted, That at the General Meeting to be held in the said Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight Four of the Persons so appointed Directors as aforesaid (to be determined by Ballot amongst themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors and respectively possessed in their own Right of Twenty Shares at the least 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 *February* which will be in the Year One thousand eight hundred and thirty-nine One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty-one the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

Directors to be re-eligible.

CXL. Provided always, and be it further enacted, That every Director who shall go out of Office on any Day of Election may be re-elected immediately, or at any subsequent Period; and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

General Meetings for choosing Directors to consist of not less than Fifty Persons possessed of at least Five thousand Shares.

CXLI. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Hour appointed by such Notice as aforesaid for such Meeting, be Fifty Persons present who shall in the whole be entitled to vote in respect of at least Five thousand Shares, 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 Fourteen Days from that Time; and if such sufficient Number of Proprietors shall not then attend thereat such Meeting shall stand adjourned until the following Day, and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* in the following Year.

CXLII. And

For supplying Vacancies in the Direction.

CXLII. And be it further enacted, That when and so often as any Director of the said Company shall die, or resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified as aforesaid to be a Director, and every such Proprietor so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place or Stead he may have been elected would have been entitled to continue had he lived and remained in Office.

No Person holding Office, &c. capable of being or continuing a Director, &c.

CXLIII. Provided nevertheless, and be it further enacted, That no Officer of the said Company receiving a Salary, nor any Person concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time whilst such Director accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall at any Time cease to be a Proprietor of Twenty Shares at the least in the said Undertaking, or if any Director, or the Secretary, Clerk, Treasurer, or other Officer or Servant of the said Company, shall either directly or indirectly be concerned in any Contract with the said Company, or in any Contract for any Lands required by or Article to be used or consumed by the said Company, or shall participate in any Manner in any Work to be done for or Goods to be sold to the said Company, every such Director shall thenceforth be disqualified from voting or acting at any succeeding Meeting of Directors, and his Office shall thereupon immediately become vacant, and every such Clerk, Secretary, Treasurer, or other Officer or Servant shall thereupon be immediately and is hereby discharged from the Service or Employ of the said Company, and rendered incapable of being thereafter employed by them.

Powers and Duties of Directors.

CXLIV. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which such Company are by this Act authorized to do (except such as are herein required and directed to be done at some General or Special General Meeting of the said Company); and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences, either by Appropriation of Fees or otherwise, as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper, and to call Special General

General Meetings of the said Company for any Purpose which they may think proper, and to appoint the Time and Place for General and Special General Meetings; and there shall be Five Directors at the least present in order to constitute a Meeting of Directors; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, 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 have a second or casting Vote as such Chairman; and the said Directors shall keep or cause to be kept a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time report the same fully to the said General Meetings, and, if required, to the said Special General Meetings of the said Company, and shall obey the Orders and Directions of such Meetings respectively; and the said Directors shall also keep or cause to be kept full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Monies which they shall receive on behalf or in respect of the said Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with such Undertaking, or from any other Person, on any Account, for the Use of the said Company, and shall regularly enter into proper Books, 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 such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company, which shall only be done by a General or Special General Meeting of the said Company: Provided also, that the said Directors shall and they are hereby required to take such Security as they may deem sufficient from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Receipt, Custody, or Control of any Money received by virtue of this Act, or such of them as they shall think fit, for the faithful Execution of his Office, before he shall enter thereupon.

Treasurer to give Security.

Same Person not to be Clerk or Secretary and Treasurer.

CXLV. Provided always, and be it further enacted, That it shall not be lawful for the Directors of the said Company to appoint any Person who may be appointed to act as their Clerk or Secretary in the Execution of this Act, or the Partner of any such Clerk or Secretary, or the Clerk of or other Person in the Service or Employ of any such Clerk or Secretary, or of the Partner of any such Clerk or Secretary, 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 the Partner of such Treasurer, to be the Clerk or Secretary of the said Company for the Purposes of this Act;

Act; and if any such Person shall act in both Capacities of Clerk or Secretary and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk or Secretary, or the Clerk of or other Person in the Service or Employ of such Clerk or Secretary or of the Partner of such Clerk or Secretary, 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 any such Treasurer, or the Clerk of or other Person in the Service or Employ of such Treasurer or the Partner of such Treasurer, shall accept the Office of Clerk or Secretary, or shall act as Deputy of such Clerk or Secretary, or in any such Manner officiate as Clerk or Secretary in the Execution of this Act, or if any Treasurer shall hold any Place or Office 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; and any Person so offending shall be thereafter incapable of holding any Office under the said Company, and shall *ipso facto* forfeit to them any Shares to which he may at the Time of so offending be entitled in the said Undertaking.

Officers to account.

CXLVI. 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 Company, or to such Person as they shall respectively appoint for that Purpose, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him collected and received, and how and to whom and for what Purpose the same and every Part thereof hath been disposed of, together with Vouchers and Receipts of such Payments; and every such Officer and 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 said Company, or to such Person as the said Directors or the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers 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 the said Company, or to such Person 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 Person as last aforesaid, all Books, Papers, and Writings in his Custody 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 for the respective Counties aforesaid, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing, or being satisfactorily proved not to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account (if produced)

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, or by the solemn Affirmation of any Person being a Quaker, 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 he is hereby empowered, upon Nonpayment thereof on Demand, 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 and Chattels 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 Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby authorized and required by Warrant under his Hand 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 out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and shall have paid all the Money which shall appear to such Justice to be in the Hands of or owing from him, and the reasonable Charge of such Distress and Sale (if any) as shall in that respect have been made, or until he or she shall have compounded with the said Directors or with the said Company for such Monies and Charges, and paid the Composition Money to the said Directors or the said Company, (and which said Composition the said Directors and the said Company are hereby respectively empowered to make, and the Money thereon agreed upon to receive in full for the Demands of the said Company,) and shall have delivered up all such Books, Papers, and Writings as aforesaid, or have given Satisfaction in respect thereof to the said Directors or to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Directors may appoint Committees, with Power to make Contracts, &c.

CXLVII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, consisting of not less than Five in Number, who shall have full Power and Authority to employ Workmen or Servants in or about the said Undertaking, and to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents or Surveyors to do, execute, and perform all other Matters and Things whatsoever in and about such Undertaking which the said Directors themselves are authorized to do, or such of them as the said Directors shall think proper to entrust to the Care and Management of such Committee or respective Committees (save and except nevertheless the making of Calls

Calls for Money from the said Proprietors); and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any such Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in his Place and Stead, when and so often as such Directors shall think proper; and such respective Committees shall have full Power and Authority to meet from Time to Time and adjourn from Place to Place as they shall think proper and as Occasion shall require, for effecting the Purposes for which they were appointed; and all Powers and Authorities vested in or which shall by the said Directors be confided to any such Committee as aforesaid shall and may be exercised by Three of the Members present at the respective Meetings of such Committees; and at all Meetings of the said Committees one of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject shall have an additional or casting Vote.

Contracts signed by Three Directors to be binding.

CXLVIII. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company which shall be signed by Three of the Directors of the said Company shall be binding on the said Company and all other Parties thereto, their 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 any of the other Parties thereto failing in the Execution thereof.

Orders and Proceedings to be entered in a Book.

CXLIX. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special General, of the said Company and of the said Directors, and of such Committees respectively as aforesaid, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings when so entered and signed shall be deemed 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 respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or being Directors or Members of the Committees, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

Accounts to be kept of Receipts and Disbursements.

CL. 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 who 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; which Book shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act without Fee or Reward; and the said Creditors

or

or any of them may take Copies of or Extracts from such Book without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors or any of them to inspect such Book, or to take such Copies or Extracts as aforesaid, he shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds.

Chairman and Deputy Chairman of Directors to be appointed.

CLI. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provisions herein contained, and at the First Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provisions herein contained, and at the First Meeting of Directors which shall be held next after the yearly Meeting in the Month of *February* or *August* in each Year (except the Year One thousand eight hundred and thirty-seven), the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors, and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: 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 or unable to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting which shall be held next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill such Vacancy shall continue in such 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 Vacancy had not happened.

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

CLII. 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 of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting (including such Chairman's Votes in respect of the Shares or Proxies held by him), shall have an additional or casting Vote as Chairman.

Names of Proprietors to be entered in a Book, and Certificates of their Shares to be given.

CLIII. And be it further enacted, That the said Company shall and they are hereby required at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations, and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the Capital Stock of the said Company, with the Number of Shares they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished as aforesaid, to be fairly and distinctly entered in a Book

to be kept by the Clerk or Secretary of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with their Common Seal affixed thereto, to be delivered to every such Proprietor on Demand, such Demand being in Writing signed by such Person, or One of such Persons if more than One, or by the Clerk or other lawful Agent of such Corporation as shall be Proprietor as aforesaid, and specifying the Share or Shares to which such Proprietor is entitled, and on Payment to the said Company of the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, 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 Certificate.

'The Eastern Counties Railway Company.

'Number

'THESE are to certify, That *A. B.* of [*or the Name of the Corporation*] is the Proprietor of the Share [*or* Shares], 'Number of the Eastern Counties Railway Company, 'subject to the Rules, Regulations, and Orders of the said Company. 'Given under the Common Seal of the said Company the 'Day of in the Year of our Lord .'

For granting new Certificates when the old ones are destroyed or worn out.

CLIV. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, or in case any Person who may become entitled to any Share in the Capital Stock of the said Company shall require a new Certificate in his own Name, then upon the worn out, damaged, or former Certificates or Tickets being produced at some Meeting of the Directors of the said Company such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket may be given to the Party in whom the Property of such Certificate or Ticket, or of the Shares therein mentioned, shall be at the Time vested; or in case such Certificate or Ticket shall be burnt or totally destroyed or lost, then upon satisfactory Proof thereof a new Certificate or Ticket shall be given to the Party who was the Proprietor thereof, or entitled to the Certificate or Ticket so burnt or destroyed or lost; and a due Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the Clerk or Secretary of the said Company in manner herein directed; the said Company receiving for every such Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

Power to include any Number of Shares in One Certificate.

CLV. Provided always, and be it further enacted, That notwithstanding any thing to the contrary in this Act contained it shall and may be lawful for the said Company to include in One Certificate the whole or such and so many of the Shares to which the Proprietor requiring such Certificate shall for the Time being be entitled, as such Proprietor shall demand or require, and in default of his Require-

ment the whole of the Shares to which any Proprietor shall be entitled shall be included in one Certificate.

Clerk shall enter and keep Lists of Proprietors of Shares.

CLVI. And be it further enacted, That the Clerk or Secretary 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 Places of Abode of the several Proprietors of Shares in the said Undertaking, and of the said several Corporations and Persons who shall from Time to Time become Proprietors thereof, or entitled to any Share therein, and every such Proprietor (or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed,) may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof or of any Part thereof, paying to the said Clerk or Secretary at and after the Rate of Sixpence for every One hundred Words so copied.

For ascertaining Proprietorship of Shares in case of Death, &c., in order to the Payment of Dividends in respect of such Shares.

CLVII. And whereas by the Death of or by other Events happening to Proprietors, or by Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, a Declaration in Writing shall be made by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or One of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Corporation, and such Declaration shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Company shall be entitled to receive for each such Entry as is herein-before directed the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted and such Entry made as aforesaid no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, 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, a Declaration 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 by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers

Transfers or Sale of Shares in the said Undertaking; and before any Person or Corporation who shall claim any 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 Probate Copy of the said Will or the Letters of Administration shall be produced and shown to the Clerk or Secretary of the said Company, or a Copy of so much of such Will or of such Letters of Administration as shall relate to the Share of the Testator or Intestate (as the Case may require) shall be made and declared to by the Executor of the said Will or the Administrator of the Intestate, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace as aforesaid, and shall, together with an official Extract of the Act of Court, or the Grant of Probate of such Will or of such Letters of Administration, be transmitted to the said Company, who shall file and enter the same as herein-before directed.

Company may make Bye Laws.

CLVIII. And be it further enacted, That the said Company, at some General, or Special General Meeting of the said Company shall have Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for regulating the Proceedings and remunerating and reimbursing the Expences of the Directors, and for the good Government of the Officers and Servants of the said Company, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to revise, alter, confirm, or repeal all such Bye Laws, Rules, and Orders, or any of them, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against such Bye Laws, Rules, and Regulations as to the said Company shall seem meet (not exceeding the Sum of Five Pounds for any One Offence), such Fines and Forfeitures to be levied and recovered by such Ways and Means as are herein-after mentioned; which said Rules, Bye Laws, and Orders, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards, and affixed or otherwise exhibited in legible Characters in or upon the several Toll Houses or Places where the Rates or Tolls granted by this Act shall be appointed to be paid, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated, defaced, destroyed, or become illegible; and such Rules, Bye Laws, and Orders, when so published and affixed, shall be binding upon and observed by all Parties; and a Copy thereof or of any Part thereof, certified under the Hand of the Clerk or Secretary of the said Company for the Time being, shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same; provided that such Rules, Bye Laws, and Orders shall not be plainly repugnant to the Laws of that Part of the said United Kingdom called *England*, or to any Directions in this Act contained; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

CLIX. And

Power of Directors to make Calls.

CLIX. And be it further enacted, That the Directors of the said Company shall have Power from Time to Time to make such Calls of Money from the Proprietors of Shares in the Capital Stock of the said Company who shall not have already paid the full Amount due or payable in respect of their respective Shares, to defray the Expence of the said Railway and carry on the same, as they from Time to Time shall find necessary, so that no such Call shall at any one Time exceed the Sum of Three Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that there shall be an Interval of Three Calendar Months at the least between every Two Calls, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement in One or more Newspaper or Newspapers published or circulated in each of the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*; and the several Proprietors of Shares in the Capital Stock of the Company shall and they are hereby required to pay the Sum or Sums of Money subscribed for or payable in respect or on account of their several and respective Shares, or so much thereof as shall not have been previously paid up by such Calls or Instalments, to such Person or Persons, at such Time or Times, at such Place or Places, and in such Manner as the Directors of the Company shall from Time to Time direct or appoint, for the Use of the said Undertaking; and if any Proprietor of any such Share shall not from Time to Time pay the rateable Proportion or Call or Instalment due in respect of each such Share to the Person, at the Time and Place, and in the Manner to be appointed for Payment thereof as hereinbefore mentioned, then and in such Case and as often as the same shall happen such Proprietor shall pay Interest for the Amount which shall be so unpaid 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; provided that no Proprietor of any Share in the Capital Stock of the said Company shall, under the Authority of this Act, be called upon or be liable to pay any greater Sum of Money than, with the Principal Money already paid on account of the Subscription for such Shares, will amount to the Sum of Twenty-five Pounds in respect of each such Share, over and besides any Interest paid or payable by reason of Default in payment of Calls as aforesaid.

Not to exceed 3*l.* each Call, and to be had at Intervals of Three Calendar Months.

Proprietors of Shares required to pay Calls;

and in case of Nonpayment, to pay Interest at 5*l.* per Centum per Annum.

No Proprietor to be called upon to pay more than 25*l.* in respect of each Share.

In default of Payment of Call for Two Months, Directors empowered to recover the same, or to declare Shares to be forfeited, and sell them.

CLX. Provided always, and be it further enacted, That in case any Proprietor of a Share or Shares in the Capital Stock of the Company shall neglect or refuse to pay the rateable Proportion or Call or Instalment due in respect of each Share taken or held by him to the Person, at the Time and Place, and in the Manner to be appointed for Payment thereof as aforesaid, together with Interest (if any) which shall 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 Company to sue for and recover the same, together with Interest at the Rate aforesaid up to the Time of actual Payment thereof, in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information, or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person or Corporation so refusing or neglecting

ing

ing to pay in manner last aforesaid to be forfeited, and to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of the Clerk or Secretary of the said Company, of such Share having been declared by the Directors forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of 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 or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General or Special General Meeting, the said Company, by an Order to be made at the same or at any subsequent General or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited or any of them in manner by this Act directed, and the said Directors may and they are hereby authorized and empowered to sell and dispose of such forfeited Share or Shares either by public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration made by some credible Person not interested before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration of Forfeiture had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated, and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale, or any of the Proceedings preliminary or in relation thereto, but such Affidavit or Declaration, and the Receipt of the Treasurer of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

Proviso that no Forfeiture shall be acted upon until Notice thereof and Confirmation by the Company.

Directors empowered to sell forfeited Shares.

Declaration of Call being made, &c. to be received as Evidence.

CLXI. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as herein authorized shall be more than sufficient to pay all such Arrears or Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter in payment of Calls not answered 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 Calls, and the Interest and Expences attending the same; and from and after Payment of such

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

Directors not to sell more Shares than will be sufficient to pay Calls.

Shares remaining unsold shall revert to the Owner.

Monies, 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 Party (or his legal Representatives if he be dead) to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Proceedings in Actions for Calls.

CLXII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking, to recover any Money due and payable to such Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in a certain Sum of Money, being the same Sum or thereabout as the Calls unpaid shall amount to, for so many Calls of such Sums of Money upon such Share or so many Shares belonging to the 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 respective Calls was a Proprietor of a Share or Shares in the said Undertaking as such Action is brought in respect of, or some one such Share, and that such Notice was given as is directed by this Act of such Calls having been made, without proving the Appointment of the Directors who made such respective Calls, or any other Matter or Thing 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 exceed Three Pounds for every Share, and was made within the Distance of Three Calendar Months from the last preceding Call; and in order to prove that the Defendant was a Proprietor of such alleged Shares the Production of the Book in which 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 Places of Abode of the said several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein, provided that the Name of the Defendant in the Record substantially agrees with that in such Book; and in order to prove that such Notice was given as aforesaid, the Production of such Newspapers as aforesaid containing such Advertisements as by this Act are required shall be *primâ facie* Evidence that such Advertisements were duly inserted in such Newspapers, and that such Newspapers were printed and published respectively at the respective Times they bear Date, and by such Printer, or Printer and Publisher, and at such Places and by such Persons respectively as they purport to be printed, or printed and published, by and at respectively.

For ascertaining the Proprietor-

CLXIII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or, being Females, marry, or become

insolvent

insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Register shall have been made of the Transfer thereof with the Clerk or Secretary of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the Clerk or Secretary of the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors or by the Clerk or Secretary of the said Company to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or of the Clerk or other principal Officer of such Corporation, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited; and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales or Shares forfeited for the Non-payment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette* and in One Newspaper circulating in each of the several Counties through or into which the said Railway is intended to pass; and in all such Cases, and after such Notices or Default being made, the said Shares shall be forfeited, and may be sold or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales

ship of Shares, in case of Deaths, &c. in order to the making Calls.

on

on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last known or usual Place of Abode in *England*, if any such shall be known, or, if not known, inserted in the *London Gazette* and other Newspapers as aforesaid.

Shares to be deemed Personal Estate.

CLXIV. 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 to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Company may buy up Shares and sell them again.

CLXV. 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.

CLXVI. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors, Administrators, and Successors, to sell and dispose of any Share or Shares to which they shall respectively be entitled therein, subject to the Rules and Conditions herein mentioned; and the Conveyance of such Share or Shares shall be by Writing duly stamped, and 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; (that is to say,)

Form of Conveyance of Shares.

‘ Eastern Counties Railway.

‘ I *A. B.* of in consideration of the Sum of
‘ paid to me by *C. D.* of
‘ do hereby assign and transfer to the said *C. D.* Share,
‘ numbered of and in the Undertaking called the
‘ “ Eastern Counties Railway,” to hold unto the said *C. D.*, his Execu-
‘ tors, Administrators, and Assigns [*or* Successors and Assigns], sub-
‘ ject to the several Conditions on which 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, subject to the Conditions afore-
‘ said. As witness our Hands and Seals this Day
‘ of in the Year of our Lord .’

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Clerk or Secretary of such Company, who shall enter in some Book

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 Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Company; and the said Company or Clerk or Secretary is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and to deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, being signed by the said Clerk or Secretary, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

Power to close Transfer Books at certain Periods.

CLXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Ten Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Parties claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more Newspaper or Newspapers published in each of the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*.

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

CLXVIII. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking after any Call or Calls shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or they, 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.

Power to pay Subscription in advance.

CLXIX. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make up the full Sum of Twenty-five Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate, not exceeding the

Interest to be paid on the Amount in advance.

the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Accounts to be made up half-yearly.

CLXX. And be it further enacted, That the said Company or the Directors thereof shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every 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 and maintaining the said Railway, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company, up to such Periods respectively; which Account shall be laid before the Yearly General Meeting of the said Company herein-before directed to be held in the Months of *February* or *August*, and which Account may be inspected by any Proprietor at any Time within Fourteen Days prior to the Day of such Yearly General Meeting: Provided always, that if the Account so to be be laid before any General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Twenty Shares in the said Undertaking, who shall examine into such Account, and for the better effecting that Object shall be and are hereby empowered to employ Accountants and other Persons at the Expence of the said Company, and shall report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee or any Three Members thereof (which Number shall constitute a Quorum of such Committee) all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors or other Officers of the said Company, relating to the Affairs of the said Company.

Dividend to be declared by Directors.

CLXXI. And be it further enacted, That it shall be lawful for the Directors for the Time being of the said Company and they are hereby empowered from Time to Time when and as they shall think proper to declare and make a Dividend among the Proprietors of all the Shares in the said Undertaking out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividend shall not be made oftener than quarterly; and no Dividend shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be 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.

Receipt of One Proprietor of a Share a sufficient Discharge.

CLXXII. 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, whether or not the said Company have Notice of such Uses or Trusts, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of Parent or Guardian of a Minor, &c. a sufficient Discharge.

CLXXIII. 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 or *non compos mentis*, the Receipt of the Guardians or One of the Guardians (if more than One), or, if none, of a Parent of such Minor, or of the Committee or any One of the Committees of such *non compos mentis* Proprietor, shall be a sufficient Discharge to the said Company or their Treasurer for the same.

Railway to be free on Payment of Rates, &c.

CLXXIV. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with Carriages properly constructed as by this Act directed, upon Payment only of such Rates, Tolls, Tonnages, and Duties as shall be demanded by the said Company, not exceeding the respective Rates, Tolls, Tonnages, or Duties by this Act authorized, and subject to the Provisions of this Act and to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors by virtue of the Powers to them respectively by this Act granted.

Tonnage Rates allowed to be taken.

CLXXV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be carried or conveyed upon or along the said Railway or any Part thereof, any Rates or Tolls not exceeding the following; (that is to say,)

Tolls.

For all Limestone, Coal, Slack, Culm, Cinders, Sand, and Clay, any Sum not exceeding One Penny *per* Ton *per* Mile:

For all Lime, Chalk, Manure, and all undressed Materials for the Repair of the public Roads and Highways, any Sum not exceeding Three Halfpence *per* Ton *per* Mile:

For all Coal, Coke, Culm, Charcoal, Building, Pitching, and Paving Stones, Flags, Bricks, Tiles, Slates, Deals, and Staves, any Sum not exceeding Two-pence *per* Ton *per* Mile:

For all Sugar, Corn, Grain, Malt, Flour, Beans, Peas, Potatoes, Hops, Hay, Straw, Seeds, Wool, Hides, and other Farm and Garden Produce not otherwise charged, any Sum not exceeding Three-pence *per* Ton *per* Mile:

For all Eggs, Fish, Poultry, Game, Meat, fresh Vegetables, and all other Articles of a perishable Nature, any Sum not exceeding Four-pence *per* Ton *per* Mile:

For all Silk, Cotton, Linen and Woollen Manufactures, Raw Silk, Raw Cotton, Cotton Thread, Dye Stuffs, Groceries, Earthenware, Hardware, Lead, Iron, and other Metals, and all Articles of Merchandize not otherwise charged, any Sum not exceeding Sixpence *per* Ton *per* Mile.

Tolls on Carriages conveying Passengers or Cattle upon the Railway.

CLXXVI. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,)

For every Person conveyed in or upon any such Carriage the Sum of Two-pence *per* Mile:

For every Horse, Mule, or Ass, or other Beast of Draught or Burthen, and for every Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of Three-pence *per* Mile:

For every Calf the Sum of Three Halfpence *per* Mile:

For every Sheep, Lamb, Pig, or other small Animal conveyed in or upon any such Carriage, the Sum of One Farthing *per* Mile:

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, the Sum of Sixpence *per* Mile.

Company to carry Passengers, Goods, &c., and to charge for Carriages.

CLXXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized (if they shall think proper) to use and employ locomotive and other Engines, or other motive Power, and in Carriages and Waggons drawn or propelled thereby to carry and convey upon the said Railway, and also upon and along any other Railway communicating therewith, all such Passengers, Cattle, Goods, Wares, and Merchandize, 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 Tonnages and Tolls herein-before authorized to be charged and received.

Passengers empowered to carry 40 lbs. Weight of Luggage, not exceeding 4 Cubic Feet.

CLXXVIII. Provided also, and be it further enacted, That every Person so conveyed by the said Company or by any other Person shall and may have carried and conveyed along with him any Quantity of Baggage or Luggage belonging to him, not exceeding in the whole Forty Pounds in Weight and Four Cubic Feet in Dimensions, without being liable or called upon to pay additional Rate, Toll, or Duty in respect thereof.

Company empowered to provide and charge for locomotive or other motive Power.

CLXXIX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive Engines or othermotive Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along and upon any other Railway communicating therewith, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the

said

said Company shall think proper in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

Regulations as to short Distances.

CLXXX. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, or Things shall be by whomsoever or howsoever carried or convey on the said Railway for a less Distance than Six Miles, the said Company are, notwithstanding any thing to the contrary in this Act contained, hereby empowered to demand and receive the Maximum of the afore-mentioned Rates or Tolls respectively as for a Distance of Six Miles, together with a reasonable Charge for the Expence of loading and unloading the same in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Act not to prevent the Company from hiring locomotive Engines.

CLXXXI. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine or of any Carriage, and to pay for the same such reasonable Sum as may be agreed on between the said Company and such Person, any thing herein contained to the contrary thereof notwithstanding.

Company authorized to fix the Prices of small Parcels.

CLXXXII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing and by such Orders to fix the Sum to be charged by the said Company in respect of small Parcels, not exceeding One Hundred Weight each, as to them shall seem proper.

Regulations as to fractional Parts of a Ton or Mile.

CLXXXIII. And be it further enacted, That (without Prejudice to any of the Provisions herein-before contained) in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates, Tolls, and Duties may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton, and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles, or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

Packages containing Goods of a

CLXXXIV. And for the better preventing Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper

dangerous Quality to be marked.

improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character, and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Power to reduce the Tolls.

CLXXXV. And be it further enacted, That it shall be lawful for the said Company, from Time to Time as they shall think fit, to reduce all or any of the Rates, Tonnages, Tolls, or Duties by this Act authorized to be taken, and to take the reduced Rates, Tonnages, Tolls, or Duties, and afterwards from Time to Time again to raise the same or any of them, and to take such higher Rates, Tonnages, Tolls, or Duties, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

Rates to be charged equal.

CLXXXVI. Provided always, and be it further enacted, That the aforesaid Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per* Ton throughout the whole of the said Railway in respect of the same Description of Articles, Matters, or Things, and that no Reduction or Advance in the said Rates and Tolls shall either directly or indirectly be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, or Things thereon, any thing to the contrary thereof in anywise notwithstanding.

A List of the Tolls to be painted on Boards and affixed in conspicuous Places.

CLXXXVII. Provided always, and be it further enacted, That the said Company shall from Time to Time cause to be painted on Boards or otherwise, and to be affixed and continued, and renewed as often as the same shall be obliterated and defaced, in or upon all Toll Houses or Places at which any Tolls by this Act authorized shall be appointed to be collected or received, in some conspicuous Place and in large and legible Characters, an Account or List of the several Rates, Tonnages, Tolls, and Duties which the said Company shall from Time to Time so direct and appoint to be taken, and of

the Price or Prices, Sum or Sums of Money, so allowed to be taken for the Carriage of all and every such Parcels not exceeding One Hundred Weight as aforesaid upon the said Railway: Provided also, that it shall not be lawful for the said Company to demand or take, or cause to be demanded or taken, any such Rates, Tonnages, Tolls, or Duties but for and during such Time as such Account or List as aforesaid shall remain so affixed, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up, unless the same shall be accidentally removed or displaced, and shall not be restored or renewed by the said Company with all convenient Speed.

Persons demanding more than the proper Rates or Tolls subject to Penalty.

CLXXXVIII. And be it further enacted, That in case any Owner or Master or other Person having the Care of any Waggon or other Carriage plying on the said Railway, or any Collector of the Rates, Tonnages, Tolls, or Duties aforesaid, shall, after and whilst such Account or List shall be affixed and stuck up as aforesaid, demand or take more than the Price or Sum or Sums of Money therein specified and ascertained, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Penalty on Persons defacing Boards.

CLXXXIX. And be it further enacted, That if any Person shall wilfully or maliciously pull down, deface, or destroy any Board whereon any Rules, Orders, Bye Laws, or Rates, Tolls, Tonnages, or Duties, shall be painted or written, or any Stones, Posts, or other Marks designating the relative Distances on such Railway, or shall actually or constructively concur or aid therein, he shall, on Conviction on Oath by One Witness before One Justice of the Peace acting for the District wherein such Offence shall be committed (which Offence such Justice is hereby authorized to hear and determine), forfeit and pay to the said Company a Sum not exceeding Five Pounds for every such Offence.

For preventing Toll Collectors misbehaving.

CXC. And be it further enacted, That every Toll Collector 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 Toll House or Station, immediately on his coming on Duty, each of the Letters of such Name or Names to be at least Two Inches in Height 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 Tolls, Tonnages, Rates, or Duties shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as such Collector as aforesaid, or shall demand or take a greater or less Toll, Tonnage, Rate, or Duty from any Person than he shall be authorized to do by virtue of the Powers of this Act, or of the Orders and Resolutions of the said Company made in pursuance thereof, or shall demand or take a Toll, Tonnage, Rate, or

Duty

Duty from any Person who shall be exempt from the Payment thereof, and claim such Exemption, or shall refuse to permit or suffer any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Boards to be affixed and placed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the said Toll, Tonnages, Pontages, Rates, or Duties, or any of them, or shall in answer to such Demand give a false Name or Names, or, upon the legal Tolls, Tonnage, Rate, or Duty being paid or tendered, shall unnecessarily detain, or wilfully obstruct, hinder, or prevent, any Carriage or Passenger from passing along the said Railway, or shall make use of any scurrilous or abusive Language to any Treasurer, Clerk, Engineer, or other Officer of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Toll Collector shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

Recovery of Rates.

CXCI. And be it further enacted, That the Tolls, Rates, Tonnages, and other Sums hereby authorized and made payable for the Use of the said Railway, and for the Carriage of Goods, Wares, Merchandize, Matters, or Things, Passengers or Cattle, to be carried or conveyed upon such Railway, shall be paid to such Person or Persons, at such Place or Places upon or near the said Railway, in such Manner and under such Regulations as the said Company at some General or Special General Meeting thereof, or as the said Directors or any authorized Committee thereof, shall, by Notice annexed to the Account or List of Tolls, Tonnages, Rates, and Duties, direct or appoint; and in case of Refusal or Neglect of Payment of such Rates, Tolls, or Duties as have accrued due, on Demand, to the Person or Persons appointed to receive the same as aforesaid, the said Company may, in case such Tolls, Rates, Tonnages, or Duties 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 or Persons to whom such Tolls, Rates, Tonnages, or Duties ought to have been paid may and he and they is and are hereby empowered to seize the Goods or other Things for or in respect whereof any such Tolls, Rates, Tonnages, or Sums ought to be or to have been paid, or any Part thereof, and the Waggon or other Carriage laden therewith, or any other Goods or Things belonging to the Person liable to pay such Tolls, Rates, Tonnages, or Duties, and detain the same until such Payment shall be made, together with reasonable Charges for such Seizure and Detention; and if such Goods or other Things shall not be redeemed within Twenty-one Days next after the taking thereof the same shall be appraised and sold, and such Tolls, Rates, Tonnages, or Sums satisfied thereout, as the Law directs in Cases of Distress for Rent in Arrears.

Owners of Carriages to give Account of Lading.

CXCII. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account in Writing signed by them to the Collectors of the Rates or Tolls at the respective Places where

where they shall attend for the Purpose of collecting such Tolls, of the Quantity of Goods and other Things as aforesaid which shall be in the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded, or left, or taken off the said Railway; and if the Goods or other Things contained in or upon such Carriage shall be liable to the Payment of different Tolls, Tonnages, or Duties, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Tolls, Rates, Tonnages, or Duties; 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 employed by the said Company demanding the same, or shall give a false Account, or shall deliver or take off any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to avoid the Payment of any of the said Tolls, Rates, Tonnages, or Duties, and shall be thereof convicted before any Justice of the Peace acting for the Jurisdiction wherein the Offence shall be committed, on the Oath of One Witness, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding One Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or One Hundred Weight (as the Case may be), which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be delivered out or taken off, over and above the Rate, Toll, Tonnage, or Duty to which such Goods or Things may be liable under the Authority of this Act.

Weight of Goods ascertained.

CXCIII. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage, Rates, or Tolls as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid (except Stone and Timber), One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton, and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity, any Law or Usage to the contrary notwithstanding.

Any Difference concerning Weights, Rates, or Tolls, how to be settled.

CXCIV. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same

same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, on Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; but if such Goods, Articles, or Things shall appear to be of the same Quantity and Quality or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having the Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall, if the Parties disagree, appear to any Justice of the Peace acting for the respective Counties aforesaid on the Oath (or, in the Case of a Quaker, Affirmation) of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made to appear to such Justice, upon the Complaint of the said Company, and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Officer as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to and be adjudged by such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company, or to the said Collector or other Officer as aforesaid, as the Case may require; and in case the said Company shall pay such Damages and Costs, then they shall have Power to recover the same from such Collector or other Person, and have the same Powers of Distress and Sale for Recovery thereof as are herein given to the Owner or Person having the Charge of such Goods, Articles, or Things as aforesaid.

For settling Disputes about the Amount of Rates or Tolls.

CXCV. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Tolls, Rates, Tonnages, or Duties due to the said Company under this Act, 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 Tolls, Rates, Tonnages, or

Duties due, or (as the Case may require) the Amount of Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting for the respective Counties aforesaid, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Rate or Amount of the Tolls, Rates, or Duties 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 in dispute 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, &c. on the Outside of their Carriages.

CXCVI. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall (if required by the said Company) cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be delivered in Writing to and entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, and shall cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View; and every such Owner shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage, who shall conduct the same upon the said Railway without such Carriage having been previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall exhibit thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, gauged, or examined as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

CXCVII. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works, Conveniences, and Erections, made by virtue

virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages, by Misfeasance or Nonfeasance, or by any Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, Misfeasance or Nonfeasance, upon Conviction of any such Servant or other Person before some Justice of the Peace either by the Confession of the Party offending or upon the Oath (or, in the Case of a Quaker, the Affirmation) of some credible Witness, pay to the said Company or to the Person injured, as the Case may be, 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 and raised by Distress and Sale of the Goods and Chattels (if any can be conveniently found) of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the Surplus (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 Engine or Carriage, 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 his Damages sustained as aforesaid, with full Costs of Suit.

Masters may recover from Servants Money paid for their Neglect.

CXCVIII. Provided always, and be it further enacted, That in case any Owner of any Engine or Carriage passing or being upon the said Railway shall be compelled to pay any Penalty or 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 (or, in the Case of a Quaker, Affirmation) 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 hath not been repaid to him by such Servant although demanded (such Oath or Affirmation being made before any Justice of the Peace for the respective Counties aforesaid in which such Damage or Penalty was incurred), 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 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 Act, Neglect, or Default of such Servant as aforesaid; and in

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 within the District within which such Offence shall have been committed, there to remain without Bail or Mainprize for any Term not exceeding Three Calendar Months.

Company to regulate Passage on Railway.

CXCIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and Times when the same shall be open for Use, and for regulating Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure from, Stoppage and Arrival at, any Place or Places, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods, Chattels, and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in or at any of the Stations occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working or being upon the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to every Default: Provided always, that in every Case of Infraction or Non-observance of any such Rules and Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance, either by removing from the said Railway any Engine or Carriage which shall be used or worked thereon in contravention of any such Rules or Regulations, or any Person or Persons infringing thereon or otherwise, as the Necessity of the Case may require.

Carriages not to be used unless constructed as directed by theCompany.

CC. And be it further enacted, That no Carriage shall pass along or upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may from Time to Time or at any Time require (which Rules and Regulations the said Company are hereby

expressly authorized to make, and wholly or partially alter or revoke, from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations): Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they have any Effect as Rules and Regulations, be published once in some One Newspaper of every County through which the said Railway shall pass; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a Newspaper of each of the said Counties, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company and the Owner of any such Carriage as to the original Construction or as to the State or Condition, from Time to Time or at any Time, of any such Carriage, in reference to the then past or existing Rules and Regulations of the said Company, such Disputes shall from Time to Time, when and as they may arise, be immediately referred to Two indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the Two so first appointed, previous to their entering on the Business of the Reference, and the Decision in Writing of such Two Arbitrators and their Umpire, or of any Two of them, (as the Case may be,) shall be final and conclusive; and if either the said Company or the said Owner shall, for Ten Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing, and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage not constructed according to the then Rules and Regulations of the said Company, or not from Time to Time or at any Time being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof, or his Servant or any one of his Servants having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Engines used on the Railway to be approved by the Company.

CCI. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the locomotive Engines to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive Engine or other Description of moving Power shall at any Time be brought or be upon or be used on the said Railway, (except the locomotive Engines or other Engines of motive Power belonging

belonging to or found and provided by the said Company, or by such Person as may be from Time to Time especially licensed in that Behalf by the said Company, or which shall belong to or be provided by any other Railway Company acting by virtue of any Act of Parliament, whose Road shall communicate with the said Railway, and which shall usually travel on the Road of such other Railway Company,) unless the same shall first have been approved of by the said Company, or by Award to be obtained as herein-after mentioned; 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 by them appointed in that Behalf to inspect and examine such Engine at any Place within Five Miles of the said Railway, and report thereon to the said Company; and such Engineer or other Agent shall, within Seven Days after such Report, give to the Party requiring the same a Certificate stating whether such Engine is or is not fit and proper to be used on the said Railway; and it shall be lawful for the said Company from Time to Time, when any Engine is 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 or any Part thereof any locomotive or other Engine without having first obtained such Certificate of Approval by the Company's Engineer as aforesaid, or in case after Notice given by the said Company, their Engineer or Agent, to remove from or not to use upon the said Railway or any Part thereof any Engine so disapproved of as aforesaid, and the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such insufficient Engine upon the said Railway or any Part thereof without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval in Writing by the Company's Engineer or Agent 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 any such Engine from the said Railway, doing as little Damage to such Engine as conveniently may be.

Steam Engines to consume their own Smoke.

CCII. And be it further enacted, That the Fuel used to heat the Boiler of every locomotive Steam Engine to be used upon the said Railway shall be such as produces no Smoke, or that the said locomotive Steam Engine shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of a Justice of the Peace, on Complaint to him for that Purpose made, in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered; one Half of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Constable or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place, and if there shall be no

no such Poor, towards the Highway Rate or County Rate payable therefrom.

Weights allowed to be carried.

CCIII. And be it further enacted, That no Carriage shall carry at any one Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any one Piece of Timber, Block of Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons (except by special Permission in Writing of the said Company), including the Weight of the Carriage, and for and on account whereof the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per* Ton *per* Mile, exclusive of such Sum as the said Company shall think proper to charge for the Use of the locomotive Engine or other motive Power for the drawing or propelling the same, if provided by the said Company; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company or their Agents, and for and on account of the Passage of which along the said Railway the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Rates to be paid to Company for Wharfage.

CCIV. And be it further enacted, That it shall be lawful for the said Company from Time to Time and at all Times hereafter to demand, receive, and recover for the Wharfage or Warehousing or the Standing Room of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the Wharfs, Landing Places, Stations, or Warehouses of the said Company, the Rates, Tolls, or Duties following; (that is to say,) for every Ton of Coals, Culm, Lime, Limestone, and other Materials, Timber, Stone, Clay, Bricks, Tiles, Slates, Goods, Merchandize, or other Things which shall be landed, loaded, or placed in or upon the said Wharfs, Landing Places, Stations, or Warehouses, or any of them, and shall continue thereupon or therein for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding the Sum of One Penny *per* Ton, and so in proportion for any less Quantity than a Ton; and in case the said last-mentioned Articles or any of them shall be left and remain in and upon any of the Wharfs, Landing Places, Stations, or Warehouses belonging to the said Company, over and above or beyond the said Space of Twenty-four Hours, then the Owner or Owners of such Articles shall pay to the said Company the further Sum of Three-pence *per* Ton for the Wharfage or Standing Room, and One Shilling *per* Ton for the Warehousing thereof, for the next or succeeding Week, and the like Sum of One Shilling respectively *per* Ton for every further or subsequent Week such Articles shall remain upon or in the said Wharfs, Landing Places, Stations, or Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any greater or less Period than a Week; and it shall be lawful for the said Company to ask, demand, receive, and take, for the Use of any Cranes erected or made

made in pursuance of or under the Authority of this Act, before the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any Weight to be raised at one single Lift of the Crane, being less than Two Tons, the Sum of Sixpence *per* Ton, for any Weight to be raised at one single Lift of Two Tons and less than Three Tons the Sum of One Shilling *per* Ton, for any Weight to be raised at one single Lift of Three Tons and less than Four Tons the Sum of One Shilling and Sixpence *per* Ton, and so progressively advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at one single Lift of the Crane, and so in proportion.

Penalty on Owners of Goods not removing them after Notice.

CCV. Provided always, and be it further enacted, That if the Owner or Owners of any Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall permit the same to remain in or upon the Wharfs or Warehouses belonging to the said Company beyond the Space of Fourteen Days, and shall neglect or refuse to remove the same and every Part thereof after Twenty-four Hours Notice to do so, such Owner or Owners shall forfeit and pay to the said Company for each and every Day any such Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall be permitted to remain after the Expiration of such Notice, any Sum not exceeding Two Shillings and Sixpence *per* Ton.

Company empowered to lease the Rates and Tolls.

CCVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Tolls, Tonnages, Rates, and Duties by this Act made payable, or any Part thereof, upon the Whole or any Part of the said Railway, to any Corporation or any Person for any Term which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Tolls, Tonnages, Rates, or Duties so let, shall during the Continuance of such Lease be deemed Collectors of the Tolls, Tonnages, Rates, or Duties so let out for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company; provided that public Notice of the Intention to let the said Tolls, Tonnages, Rates, and Duties, or the Part thereof intended to be let, shall be given by the said Company by Advertisement in some Newspaper published within the Counties wherein the Tolls, Tonnages, Rates, and Duties so intended to be let shall be receivable, at least Fourteen Days prior to any Meeting of the said Company or of the said Directors of such Company at which it may be intended that the said Tolls, Tonnages, Rates, and Duties shall be let as aforesaid.

Power of Re-entry in case of Nonperformance of Conditions.

CCVII. And be it further enacted, That in case any of the Tolls, Tonnages, Rates, or Duties granted by 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

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 any such Lessee or Farmer shall be in arrear or unpaid for the Space of Ten 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 Tolls, Tonnages, Rates, or Duties; or in case any temporary or other Collector of any of the said Tolls, Tonnages, Rates, or Duties 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, or absent himself, or be discharged, or any other Person being in Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers of this Act, shall, for or within the Space of Seven Days after Demand thereof made in Writing given or left at such Toll House, Office, Weighing Machine, or Building, or at any such Toll Houses, Offices, Weighing Machines, or Buildings, which shall be or have been in the Possession or Occupation of such Collector or Person, (such Demand in Writing to be signed by any Two or more of the said Directors or by the Secretary or Clerk for the Time being of the said Company,) refuse to or not deliver up Possession of the same; 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 Two or more Justices of the Peace acting for the respective Counties aforesaid, upon Application made by the said Directors or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, 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, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found thereon, together with his Goods and Chattels, from and out of the same and the Possession thereof, and from the Collection of such Tolls, Tonnages, Rates, or Duties, 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 Company to vacate or 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 or Rents thereby reserved, or other nonperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part,) and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Tolls, Tonnages, Rates, or Duties to the same or any other Person or Persons, or cause them to be collected, in such and the like Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Company empowered to contract

CCVIII. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrange-

Arrangements so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interests; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Eastern Counties Railway Company and they are hereby empowered from Time to Time to make and enter into any Contract or Agreement with any other Railway Company (and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into), either for the Division or Apportionment of the Rates, Tolls, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages which shall belong to the said Eastern Counties Railway Company, or which shall pass over or along their Line of Railway, upon the Payment of such Rates, Tolls, or Duties, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable, and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies Parties to such Contracts shall for the Time be respectively authorized to have, demand, receive, or recover of or from any Person or any other Company; but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums, as they would have been in case no such Contract had been entered into; nor shall any such Contract give any Preference or Advantage to any Company or Person Party thereto over any other Company or Person, but all such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Rates, Tolls, or Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Person or Party using the said Railway shall pay or be liable to pay any greater Amount of Rate, Toll, or Duty for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway, than any of such Railway Companies.

with other Railway Companies.

CCIX. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept showing the Amount of the Rates or Tolls which have been received by the said Company, or which would have been received by them, for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall

Company to keep a separate Account of the Tolls for the Use of the Railway.

shall pass shall have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year.

Indictments, Informations, &c. how to be preferred or instituted.

CCX. And be it further enacted, That in all Indictments, Informations, or legal Proceedings whatsoever to be preferred, instituted, or carried on against any Person for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away, any Goods, Chattels, or Property of or belonging to the said Company, or any Goods, Chattels, or Property in their Custody or Possession, or in the Custody or Possession of any Officer or Servant of the said Company, or for and on behalf of any other Person or Corporation having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company, or other Officers or Servants, or any Goods, Chattels, or Property in or on the said Railway, or any of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company; and in all other Indictments, Informations, or legal Proceedings whatsoever of or concerning such Goods, Chattels, or Property respectively, it shall be sufficient to describe and refer to such Goods, Chattels, and Property respectively as the Goods, Chattels, and Property of the said Company, and in case the same shall have been so as aforesaid feloniously taken, stolen, or embezzled, or removed or carried away, to allege that the same were so feloniously taken, stolen, embezzled, removed, or carried away (as the Case may be) from the said Company; and it shall be sufficient, on the Trial or Hearing of any such Indictment, Information, or other legal Proceeding, to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or removed or carried away, or when other the Matter or Thing complained of in such Indictment, Information, or other legal Proceeding took place, such Goods, Chattels, and Property were in or on the said Railway, or some of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, or in the Custody or Possession of some Officer or Servant of the said Company for and on behalf of the said Company, or for and on behalf of some Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

Punishment of Persons in the Service of the Company for Drunkenness.

CCXI. And whereas it is expedient for the further Security of Property and the better Conduct of the Business on the said Railway, whether before or after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided should be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Five Shillings.

CCXII. And

Penalty for obstructing Railway, &c.

CCXII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to endanger or obstruct the Passage or working thereof, and if the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made by any Person remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, it shall be lawful for any Agent, Officer, or Servant of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed, in such Manner as shall to him seem proper for preventing, terminating, or removing such Danger or Obstruction, and such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Time than an Hour; and it shall be lawful for any Agent or Servant of the said Company to detain such Carriage, Goods, Chattels, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained; nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods, Chattels, or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Penalty for obstructing the free Course of the Railway.

CCXIII. And be it further enacted, That if any Person shall throw or place, or wilfully or carelessly scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or their Agents or Officers, or shall wilfully obstruct or prevent any Person acting in the lawful 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 and every Person actually or constructively aiding or assisting therein shall respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty for destroying Works.

CCXIV. And be it further enacted, That if any Person shall wilfully 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 of any such Works, every Person, being lawfully convicted of any such Offence, shall be subject and liable to such Pains and Penalties as the Law directs in Cases of Simple Larceny, or, at the Option of the Prosecutor, as in Cases of Trespass on summary Conviction.

Railway not to be used as a Passage for Cattle.

CCXV. Provided always, and be it further enacted, That if any Person (save and except the said Company and their Agents, and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, or shall permit or suffer to be upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, (except only in directly crossing the same Railway at Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Owners and Occupiers of adjoining Land to cross the Railway without Payment of Toll.

CCXVI. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Land through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with any Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times to pass and repass, and to lead or conduct any Horse, Mule, or Ass, Cow or Cattle, Sheep, Swine, or other Beast, directly, but not otherwise, over and across such Part and such Part only of the said Railway as shall be made in or upon their respective Lands, for the Purpose of occupying the same Lands, without Payment of any Rate or Toll for the same; provided that by so doing or by consequence thereof the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

Right of such Owners and Occupiers to cross the Railway to cease when proper Communications made.

CCXVII. Provided also, and be it further enacted, That so soon as the said Company shall have built, formed, and constructed proper Bridges, Archways, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of the said Railway and the Lands of the same Owner or respective Owners on the other Side of the said Railway, together with lateral Paths or Roads along each Side of the said Railway from each of such Bridges, Archways, Culverts, or Passages to the others or other of them, within the respective contiguous Lands of each such Owner, the Right of every such Owner from or between and along whose Lands such Bridges, Archways, Culverts, or Passages, and Paths or Roads, shall have been made, and also of the Occupier of such Lands, and the Servants and Workmen of every such Owner and Occupier, to pass over the said Railway, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, across the said Railway, pursuant to the Power hereinbefore contained, shall cease, determine, and be at an end.

Penalty on Persons travelling on Foot on Railway.

CCXVIII. And whereas it may be attended with very great Danger if the said Railway should be used by Persons on Foot, be it therefore enacted, That if any Person shall be, travel, or pass upon Foot upon the said Railway or upon any Part thereof without the Licence and Consent

Consent of the said Company, (unless for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same, as hereinbefore authorized,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Gates shall be shut and fastened after Carriages have passed through.

CCXIX. And be it further enacted, That all Persons opening any Gate set up across the said Railway on any Part thereof shall and they are hereby respectively required, as soon as they, and the Waggon or other Carriage or Animal under the Care of such Persons or which they shall accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings.

The whole of the Expence to be subscribed for before the compulsory Powers of the Act are put in force.

CCXX. And whereas the probable Expence of making the said Railway and other Works hereby authorized will amount to the Sum of One million six hundred thousand Pounds, and the Sum of One million three hundred thousand Pounds and upwards, or upwards of Four Fifths 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 respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One million six hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

Certificate under the Hand of a Justice of the Peace to be Proof that the whole of the Money has been subscribed.

CCXXI. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the respective Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and the Town and County of the City of *Norwich*, that the whole of the said Sum of One million six hundred thousand Pounds hath been subscribed as aforesaid, (and which Certificate such Justice is hereby authorized and required to grant on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million six hundred thousand Pounds has been subscribed.

If Land not contracted for within Two Years, Power to take Property by Compulsion to cease.

CCXXII. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for as herein mentioned the Lands which they are by this Act empowered to take or use, or so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway and other Works hereby authorized, (save and except the aforesaid Fifty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for compulsorily requiring, taking, or using such Lands shall cease and be utterly void (save

(save and except with the Consent in Writing of the Owners and Occupiers thereof respectively).

If Railway not completed within Seven Years, Powers to cease, except as to such Part as shall be completed.

CCXXIII. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall thenceforth cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, and the said Town and County of the City of *Norwich*, or any one of them, assembled at any General or Quarter Sessions of the Peace to be holden in and for the said Counties or any of them at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Oath or Affirmation of Two or more Witnesses to be produced before them for the Purpose.

Directors not personally answerable for Acts legally done as Directors.

CCXXIV. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors, or any of them, shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into or made, signed or executed, by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in execution; but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of the Directors.

CCXXV. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them; and they shall be so indemnified out of the

Assets for the Time being of the said Company, and if necessary by Calls for that Purpose of the Capital which may remain unpaid, and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purpose of such Indemnity and Reimbursement.

Authenticated Bye Laws, &c. to be Evidence.

CCXXVI. And be it further enacted, That in all Cases of Prosecution against any Person or Persons breaking, violating, or infringing the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper or Parchment, purporting to be a true Copy of the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the said Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Rules, or Orders; and it shall be sufficient to prove orally, without the Production of any examined Copy, that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Rules, or Orders as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed or written Paper or Parchment or painted 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.

How Debts may be proved in Cases of Bankruptcy.

CCXXVII. And be it further enacted, That in case any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, shall become bankrupt or insolvent, the Clerk or Secretary or Treasurer of the said Company for the Time being shall have and exercise all the same Powers and Privileges, and may do all the same Acts, as to the Establishment or Proof of Debts, voting in the Choice of Assignees, and signing Certificates, and otherwise, in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent in his own Right, or a Claimant against his Estate, would have or might have done in respect of his Debt or Claim.

What shall be good Service of Notice on the Company.

CCXXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Clerk or Secretary of the said Company, or leaving the same at any Office of the said Company or of such Clerk or Secretary, or delivering the same to some Inmate at such Office of the said Company, or at the last or usual Place of Abode of such Clerk or Secretary, or in case the same respectively shall not be found or known, then personal Service thereof upon any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

What shall be good Service of Notice by the Company.

CCXXIX. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, or otherwise, upon any Person or Corporation under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member, or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or last usually known Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of such Summons, Demand, Notice, Writ, or other Proceeding or Process respectively, upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director, or by the Treasurer, Clerk, or Secretary of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or printed, or partly in Writing and partly printed.

For compelling Witnesses to attend.

CCXXX. 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, or other Person or Persons by this Act authorized to require the same, touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against the Provisions of this Act, or any Matter which is hereby referred to any Justice of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to or shall not appear at the Time and Place to be for that Purpose appointed in such Summons, having been paid or tendered a reasonable Sum for his Costs and Expences, without showing to the Satisfaction of the Justice or other Person or Persons before whom he has been summoned to appear a reasonable Excuse for his Refusal or Neglect so to appear, or appearing shall refuse to be examined upon Oath (or, in the Case of a Quaker, on Affirmation,) to give Evidence before such Justice or other Person or Persons by this Act authorized to require the same, then and in any of the said Cases every such Person so neglecting, refusing, or making default shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

General Power for Justices to administer Oaths.

CCXXXI. And be it further enacted, That in all Cases in which 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 legal Affirmation of any Person before he shall be examined by or before such Justice.

Providing Form of Declaration in lieu of Oath or Affirmation.

CCXXXII. And be it further enacted, That in every Case in which by this Act a Declaration is required to be made the same shall be in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the

Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled* 5 & 6 W. 4. c. 62. ‘ *An Act for the more effectual Abolition of Oaths and Affirmations* ‘ *taken and made in various Departments of the State, and to substitute* ‘ *Declarations in lieu thereof, and for the more entire Suppression of* ‘ *voluntary and extra-judicial Oaths and Affidavits;*’ and that all Declarations required by this Act to be made shall be made in Form aforesaid, and shall be as valid and effectual as an Oath or Affirmation; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Directors empowered to grant Releases to Witnesses.

CCXXXIII. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act, or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors 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 Action, Suit, 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, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Arbitration, Reference, or other Proceeding which any sole Plaintiff or Defendant may do in any Action, Suit, 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.

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

CCXXXIV. 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 herein specified or provided for, such Amount, in case of Nonpayment thereof or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace acting for the respective Counties wherein such Damages or Charges shall be incurred or be directed to be paid; 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 thereof 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.

CCXXXV. And

In case of Nonpayment of Compensation for Damages, &c. the same to be levied by Distress and Sale of the Goods of the Company.

CCXXXV. And be it further enacted, That whenever 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 Twenty-one Days after Demand in Writing shall have been made upon 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, and a Copy of which Order shall be served upon such Company, or their Secretary or Clerk, together with such Demand, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company 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 such Money; 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 such Overplus shall be returned to the said Company.

Recovery and Application of Penalties.

CCXXXVI. 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 or 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 any Two Justices of the Peace acting for the respective Counties aforesaid, on Complaint to them for that Purpose made; and such Penalties and Forfeitures shall and may 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; 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 said Company, for the Use and Benefit 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 Constable of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Constable for the Benefit of the Poor of such Parish, Township, or Place (if any), and if not, towards the County or Highway Rate payable therefrom; and in case such Penalties or 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

Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices for his Appearance before any such Justices or before some other Justices of the Peace having Jurisdiction at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not 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 any such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath 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 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, Town, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be 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.

Justices may proceed by Summons in the Recovery of Penalties.

CCXXXVII. 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 Justice of the Peace it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against the Provisions of this Act, or against any Bye Law, Order, or Rule made in pursuance hereof, to summon before him 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 or in Print shall have been exhibited before such Justice, and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

For securing transient Offenders.

CCXXXVIII. And be it further enacted, That it shall be lawful for any Collector, Surveyor, or other Officer or Servant of the said Company, and such Persons as he shall call to his Assistance, to seize and detain any Person whose Name or Residence shall be unknown to such Collector, Surveyor, or other Officer or Servant, who shall commit any Offence against the Provisions of this Act, and to convey him with all convenient Despatch before some Justice of the Peace within whose Jurisdiction such Offence shall be committed, without any other Warrant or Authority than this Act for so doing, and such Justice is hereby empowered and required to proceed

proceed immediately to the Conviction or Acquittal of each such Offender.

Distress not unlawful for Want of Form.

CCXXXIX. 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 the Party or Parties making the same be deemed a Trespasser or Trespassers, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceedings relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio* on account of any Irregularity which shall be afterwards committed by the Party or Parties distraining, but the Person or Persons aggrieved by such Defect or Irregularity shall and may recover full Satisfaction for the special Damage by him proved to be sustained in an Action upon the Case.

Forms of Information and Conviction:

CCXL. 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 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,)

Information.

' } BE it remembered, That on the Day of
' to wit. } in the Year of our Lord *A. B.* of
' informeth me *C. D.*, One [*or C. D.* and *E. F.*, Two] of His Majesty's
' Justices of the Peace for the County of [*or* for the Borough
' or Town of *as the Case may be*,] that *E. F.* late of
' [*here describe the Offence, and the Time and Place when and where*
' *committed*,] contrary to an Act passed in the Year of the
' Reign of His Majesty King *William* the Fourth, intituled [*insert*
' *the Title of this Act*], which hath imposed a Forfeiture of
' for the said Offence. Taken the Day of in the
' Year of our Lord before me *C. D.* [*or* us *C. D.* and
' *E. F.*]'

Conviction.

' } BE it remembered, That on the Day of
' to wit. } in the Year of our Lord *A. B.* is convicted be-
' fore me *C. D.*, One [*or* us *C. D.* and *E. F.*, Two] of His Majesty's
' Justices of the Peace for the County, Borough, *or* Town of
' [*here describe the Offence, and the Time and Place when*
' *and where committed*,] contrary to an Act passed in the
' Year of the Reign of His Majesty King *William* the Fourth, inti-
' tuled [*insert the Title of this Act*]. Given under my Hand and Seal
' [*or* our Hands and Seals] the Day and Year first above written.
' *C. D.* [*or C. D.* and *E. F.*]'

Justices to appoint Special Constables.

CCXLI. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting for the respective Counties aforesaid, and they are hereby required, from Time to Time to appoint such fit and proper Persons as shall be nominated to

them by any Three of the Directors of the said Company in Writing for that Purpose to be Special Constables within the Limits of the respective Jurisdictions of such Justices upon the said Railway and other Works; and every Person so appointed shall make a Declaration in due Form of Law as herein-before mentioned before any of the said Justices of the Peace duly to execute the Office of a Constable for the said Premises; and every Person so appointed as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises of or belonging to the said Company and within Five hundred Yards thereof, without Reference to any Parochial or County or other Division or Boundary, and he and they shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders as well by Night as by Day, and for doing therein all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices and Three or more Directors of the said Company to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

Persons aggrieved may appeal to Quarter Sessions.

CCXLII. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Bye Law, Rule, or Order of the said Company or of the said Directors, or by any Order or Judgment made or given in pursuance thereof, and also the said Company, and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice or Justices 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 any 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, Town, Borough, or Place where the alleged Cause of Appeal shall arise, first giving Twenty-one Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Corporation or Person against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice, and in the Case of an Individual appealing, entering into Recognizance before some Justice or Justices of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and to appear 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, Town, Borough, or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture,

feiture, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination or summary Conviction, 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, and may levy, raise, and pay over the same, with reasonable Costs, by Order of Court, as is usual in like Cases or Orders of Justices in Sessions.

Proceedings not to be quashed for Want of Form.

CCXLIII. 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.

Limitation of Actions.

CCXLIV. And be it further enacted, That no Action, Suit, or Information, nor any other Proceedings of any Nature soever, shall be brought, commenced, or prosecuted against any Person or Corporation for any thing done or omitted 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 or by this Act, unless Twenty-one Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Cause of Action shall arise, (or in case there shall be a Continuation of Damage, then within Six Calendar Months next after such Cause of Action shall have ceased,) nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where such Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding 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 Acts or Things were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding 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 shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, 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 his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Plaintiff not to recover after Tender of Amends.

CCXLV. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding

ceeding or Thing made or committed or omitted in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, 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.

Power to raise an additional Sum by Mortgage.

CCXLVI. And be it further enacted, That in case the Money by this Act authorized to be raised by Subscription, as herein-before mentioned, shall be found insufficient for the making, completing, and maintaining of the said Railway and other Works by this Act authorized to be made, and for defraying all necessary Charges and Expences relating thereto or for the Purposes of this Act, and the said Company shall be desirous of raising a further and additional Sum of Money, it shall be lawful for the said Company, by an Order of any General or Special General Meeting thereof, to borrow and take up at Interest any such further or additional Sum, not exceeding in the whole the Sum of Five hundred and thirty-three thousand three hundred and thirty-three Pounds, on the Credit of the said Undertaking, as to them shall seem meet and convenient; and the said Company or the Directors thereof, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby authorized and empowered to mortgage and assign the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any further Sum of Money to be borrowed as aforesaid, with Interest, to such Person as shall advance the same; and a Copy of the Order of any such General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum or Sums of Money, (certified by the Clerk or Secretary of the said Company to be a true Copy,) shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the due making the Order for raising such additional Sum, as herein-before recited; all which said Mortgages or Assignments shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

‘ Eastern Counties Railway Company.

‘ Number

‘ BY virtue of an Act passed in the Year of the Reign of ‘ His Majesty King *William* the Fourth, intituled [*here set forth* ‘ *the Title of this Act*], we, the Company of Proprietors of the Eastern ‘ Counties Railway, incorporated by and under the said Act, in con-

'sideration of the Sum of Pounds to us in hand paid
'by of do assign unto the said
'his [*or* her] Executors, Administrators, and Assigns, the said Un-
'dertaking, and all and singular the Rates, Tolls, and Sums of Money
'arising by virtue of the said Act, and all the Estate, Right, Title,
'and Interest of the said Company in and to the same, to hold unto
'the said his [*or* her] Executors, Administrators,
'and Assigns, until the said Sum of Pounds, together
'with Interest for the same after the Rate of Pounds 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 .'

Mortgagees not entitled to Preference by reason of Priority of Mortgage, but all Mortgagees to be rateably entitled to Tolls.

And every Person to whom such Mortgage or Assignment shall be made shall be equally entitled, one with the other, to his Proportion of the said Rates, Tolls, Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of the Priority of Date of any such Order or Meeting, or of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Name of the Person, with his proper Addition, to whom the same shall have been made, and the Sum borrowed, together with the Rate of Interest to be paid thereon, shall, within Fourteen Days next after the Date thereof, be entered in a Book or Books to be kept by the Clerk or Secretary of the said Company, which said Book or Books may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, without Fee or Reward; and every Person to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer his Right or Interest therein to any other Person whatsoever; which Transfer shall ~~be by~~ Deed duly stamped, and may be in the Words or to the Effect following; (that is to say,)

Memorial of Mortgage to be entered in a Book.

Mortgagees empowered to transfer Mortgages.

Form of Transfer of Mortgage.

'Eastern Counties Railway Company.
'I *A. B.* of in consideration of the Sum of
'paid by *C. D.* of do hereby transfer to the said *C. D.*
'a certain Mortgage (Number) made by the Company of
'Proprietors of the Eastern Counties Railway to bearing
'Date the Day of for securing the Sum of
'Pounds and Interest, and all my Right and Property therein, to
'the said his Executors, Administrators, and Assigns.
'Dated the Day of in the Year of our Lord .'

Transfer to be produced within Twenty Days, and Memorials entered.

And every such Transfer shall, within Twenty Days after the Date thereof if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Clerk or Secretary of the said Company, who shall cause an Entry or Memorial thereof to be made in the same Manner as of the original Mortgage or Assignment, for which the said Company 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 entitle such Assignee, his Executors, Administrators, or 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 same, or any Sum of Money due thereon or thereby secured, or any Part thereof.

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

If Interest is in arrear Justices empowered to appoint Persons to receive Tolls, &c. on behalf of Mortgagees.

CCXLVII. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage or Assignment as aforesaid shall be paid half-yearly to the Persons entitled thereto, and 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 such Interest or any Part thereof shall be behind and unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after such Thirty Days and Demand 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 for the Counties of *Middlesex*, *Essex*, *Suffolk*, or *Norfolk*, and for the Town and County of the City of *Norwich*, 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 or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint One or more Person or Persons to receive the Whole or such Part or Parts 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 or Persons is hereby declared to be so much Money received by or to the Use of such Person or Persons to whom such Interest shall be then due, until the same, together with the Costs of recovering and receiving such Rates, Tolls, or Sums, shall be fully satisfied and paid; and after such Interest and Costs shall have been fully paid and satisfied the Power and Authority of such Receiver and Receivers for the Purposes aforesaid shall cease and determine; or otherwise the Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Directors empowered to stipulate Periods for Redemption of Money to be borrowed on Security of Rates.

CCXLVIII. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so borrowed, with the Interest thereof, and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

CCXLIX. And

Holders of Mortgages for unlimited Periods may demand Payment after Twelve Months from Date; and Directors may pay off such Mortgages on giving Six Months Notice.

CCXLIX. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in Writing, signed by their Clerk or Secretary, to the Party appearing by the Books of the said Company to be entitled thereto, or leaving such Notice at such Party's last known Place of Abode; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in Payment thereof in pursuance of such Notice: Provided always, that no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company.

Creditors not to vote.

For securing Repayment of Principal Money borrowed.

CCL. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid, by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Middlesex*, *Essex*, *Suffolk*, or *Norfolk*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Three thousand Pounds, 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 Principal Monies so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs 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 Principal Money so due and unpaid as aforesaid may be sued for

for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case the Mortgagees are paid off, the Company may raise the Amount again.

CCLI. And be it further enacted, That if the said Company shall pay off all or any Part of any Money borrowed as aforesaid, then and in every such Case it shall be lawful for the said Company, and they are hereby authorized and empowered, immediately, or at any Time or Times thereafter, again to raise the Whole or any Part of the Amount so paid off, 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 more than the Sum of Five hundred and thirty-three thousand three hundred and thirty-three Pounds in the whole at any one Time.

Power to increase the Capital Stock by raising Amount by Shares.

CCLII. And be it further enacted, That in case the said Company, at any General or Special General Meeting to be called as in this Act is directed, instead of borrowing such further or additional Sum as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof, or Part of the Remainder thereof, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by the issuing of new Shares, to augment the Capital Stock of the said Company by any further Sum or Sums of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of Five hundred and thirty-three thousand three hundred and thirty-three Pounds hereby authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects, and to all Intents and Purposes, as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock and the Amount of such Calls, which Times, and the Amount of such Calls respectively, shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained in relation to the Calls for the Capital Stock of the said Company, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Original Shareholders who shall give Notice to have first Option of taking new Shares;

CCLIII. Provided also, and be it further enacted, That the Holders of original Shares in the Capital Stock of the said Company shall have the first Option of taking such new or additional Shares, and that the same, or so many of them as shall be required, shall be appropriated to such of the Holders of original Shares in the Capital Stock of the said Company as shall, within Three Weeks after Notice of the Creation of such new or additional Shares shall have been given in One or more Newspaper or Newspapers published in the Counties of *Middlesex*, *Essex*, *Suffolk*, and *Norfolk*, give Notice in Writing of their Intention to become the Purchasers of new or additional Shares; and each such original Shareholder shall have and receive any Number of new or additional Shares that he may by his said Notice require, provided the Number of new or additional Shares be sufficient to satisfy and meet the Claims of the original Shareholders,

and to be allotted rateably according to Number of Shares.

but if not, then such new or additional Shares shall be distributed rateably among the Shareholders who shall give such Notice as last aforesaid, according to the Number of original Shares held by them respectively, but so that no original Shareholders shall be compellable to take more new or additional Shares than he shall require or demand;

Shares to be allotted to several Shareholders not having separately a sufficient Number of Shares to entitle them to One new Share.

and in case any original Shareholders, in the said Undertaking who shall give such Notice as last aforesaid shall respectively hold fewer Shares than will under such rateable Distribution entitle them respectively to a new or additional Share, or shall have a fractional Number left after completing the Number that will entitle him to One or more new or additional Share or Shares, it shall be lawful for the said Company of Proprietors and they are hereby authorized and required to appropriate One or more of such new or additional Shares unto any Two or more of such original Shareholders as last aforesaid, who shall among themselves hold a sufficient Number of original Shares to entitle them, under such rateable Distribution as aforesaid, to such One or more new or additional Share or Shares, as the Case may be, and such Shares so appropriated by the said Company shall be held by the said Proprietors to whom they shall be so appropriated as Tenants in Common, and the same shall be entered by the Clerk or Secretary of the said Company in the joint Names of the Proprietors thereof in the Books of the said Company; and the Proprietors so thereby holding any Share in common shall agree among themselves whose Name shall stand first in the Books of the said Company, and in case of Disagreement the said Clerk or Secretary shall and he is hereby required to place that Proprietor's Name first who shall be entitled to the greatest Proportion of the respective new or additional Share or Shares held in common, and in case they shall be entitled to the same respectively in equal Proportions, then the said Clerk or Secretary shall enter that Proprietor's Name first who shall stand in alphabetical Order, and the said Shares so appropriated to Two or more Proprietors in common shall be held by them subject to the Provisions and Directions of this Act with respect to Shares held by Two or more in the said Undertaking; and in case any such new or additional Shares shall remain undisposed of to the original Shareholders under the Provisions herein-before contained, it shall be lawful for the said Company, by any Order of any General or Special

General Meeting of such Company, or for the Directors for the Time being of the said Company, to sell and dispose of the same to any Person or Persons whomsoever, in such Manner and at such Price or Prices as they shall think proper and expedient.

If Railway abandoned, the Land to revert to adjoining Owners.

CCLIV. And be it further enacted, That if the Railway or any Part thereof shall at any Time hereafter be abandoned or 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 or otherwise as authorized by this Act, then and in such Case the Lands so authorized to be and so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway or any Part of such Railway which shall be so abandoned or given up by the said Company shall pass, revert to and vest in the Owners for the Time being 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 Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

Saving the Rights of the Commissioners of Sewers for Holborn and Finsbury Divisions, &c.

CCLV. Provided always, and be it further enacted, That 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, or Authorities vested in the Commissioners of Sewers for the Limits of *Holborn* and *Finsbury* Divisions, the Parish of *Saint Leonard Shoreditch*, and the Liberty of *Norton Falgate*, in the County of *Middlesex*, and the Borders and Confines of the same, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Saving Rights of Commissioners of Sewers in the County of Essex.

CCLVI. Provided always, and be it further declared and enacted, That 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, or Authorities vested in the Commissioners of Sewers for the Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, in the County of *Essex*, but all the Rights, Powers, and Authorities vested in them respectively shall be as good, valid, and effectual as if this Act had not been passed.

For protecting Levels, and preventing Obstruction during Floods of the River Lea.

CCLVII. And whereas the said Railway is intended to be carried over the River *Lea* and certain Branches thereof, and over One or more of the Levels and Lands within the Jurisdiction of the said Commissioners of Sewers for the said Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, within the Parishes of *Hornchurch*, *Dagenham*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, in the County of *Essex*, and it is expedient to provide against any Injury being occasioned thereby to the said Levels and Lands and the adjoining Lands, by the Obstruction of the Floods of the said River and Branches thereof; be it therefore enacted, That nothing herein or in the Schedule hereunto annexed contained shall authorize or empower the said Company, without

without the Consent in Writing of the said Commissioners of Sewers for the said Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, to stop up, alter, break into, or interfere with any Sewer, Drain, or Watercourse under the Jurisdiction or Control of the said Commissioners of Sewers, until such other Sewers, Drains, or Watercourses, 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, or which may become necessary from the Works of the said Company, shall be made, executed, and completed by the said Commissioners, or by the said Company under the Directions of the said Commissioners of Sewers, by and at the Expence of the said Company; and that in that Part of the said Railway which is intended to be carried over the said River *Lea* and the said Branches thereof, and the said Levels and Lands, or any of them, and in the Embankment or Viaduct by which the said Railway shall be carried over the same, the said Company shall make, leave, and construct, and shall at all Times hereafter, at their own Expence, maintain, leave, and keep in perfect Condition and Repair, such and so many Arches and Openings in Height and Width and in Position over the said River *Lea* and each of the Branches thereof, and in other Parts of the said Levels and Lands within the Jurisdiction of the said Commissioners of Sewers, as shall to the Satisfaction of the said Commissioners of Sewers be sufficient to prevent any Impediment being made or caused by the said Railway, Viaduct, or Embankment to the Water flowing down the said River and the Branches thereof, or over the said Levels or Lands, or the Lands adjoining, in the Time of Floods; and that if at any Time after the Construction of the said Railway it shall be found that the Waters on the North-west Side of the Viaduct or Embankment upon which the same is to be carried shall be and remain for the Space of Six Hours at an Elevation of One Inch higher than the Waters on the South-east Side of the said Viaduct or Embankment, that then and in such Case, upon due Notice of such Obstruction being given to the said Company by the Marsh Bailiff of any one of the said Levels, or by any other Person thereto authorized by the said Commissioners of Sewers, or by the Owner or Occupier of any Lands thereby injured or affected, the said Company shall and they are hereby required to make such additional Opening or so many additional Openings in the said Viaduct or Embankment as shall admit of the Passage of the said Waters without such Obstruction being caused by the said Railway; and if the said Company shall neglect or refuse to make such additional Opening or Openings for the Space of Fourteen Days after Notice requiring them so to do duly served as aforesaid, they shall be subject to a Penalty, not being less than Five Pounds, for every Hour during which the same or any similar or like Obstruction thereby occasioned shall at any Time occur, exist, remain, or happen, after the Expiration of the said Fourteen Days; which Penalty may be recovered against the said Company by the said Commissioners of Sewers by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CCLVIII. And

For the Protection of the Sewers for the Tower Hamlets.

CCLVIII. And be it further enacted by the Authority aforesaid, That in case it shall be necessary, for the Purposes of this Act, that any Sewers or Drains within the Jurisdiction of His Majesty's Justices and Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katherine*'s and *Blackwall Marsh*) in the County of *Middlesex* should be filled up or stopped up, or in anywise diverted or interfered with, that then and in such Case the said Company are hereby empowered, upon Application to the said Commissioners of Sewers by Petition or otherwise, and upon obtaining the Consent of the said Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katherine*'s and *Blackwall Marsh*), certified under the Hand of the Chairman or of the Clerk or Surveyor to the said Commissioners for the Time being, to cause such Sewers and Drains so to be filled up or stopped up, or diverted or interfered with as aforesaid, and as shall be certified by their Chairman, Clerk, or Surveyor as aforesaid: Provided always, that previously to the Time of filling up or stopping up, or diverting or interfering with, any such Sewers or Drains as aforesaid, the said Company shall cause to be made, erected, constructed, and built good, substantial, and sufficient Sewers, conformably to the Regulations of the said Commissioners, and under the Superintendence and Inspection of their Surveyor, of the Dimensions of Four Feet Six Inches by Three Feet in the clear, with the necessary Junctions and Communications to connect such Sewers so to be made with the existing Sewers, in such Manner and Form, and in such Course and Situation, and of such Workmanship and Materials, as the said Commissioners shall direct; and that such Sewers, when so made and completed as aforesaid, shall be and remain under the Jurisdiction of the said Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katherine*'s and *Blackwall Marsh*) to all Intents and Purposes whatsoever.

Saving the Rights of the Commissioners of the Tower Hamlets.

CCLIX. Provided always, and be it further enacted and declared, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, abridge, interfere with, affect, or take away any of the Rights, Powers, Jurisdiction, or Authority vested in the Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katherine*'s and *Blackwall Marsh*) in the County of *Middlesex*, but that all the Rights, Powers, Jurisdiction, and Authority vested in them shall be as good, valid, and effectual as if this Act had never been made; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

Duties payable to the Corporation of London on Coals to be paid on Coals brought by the Railway nearer to London than the Junction of the Parishes

CCLX. And whereas the Mayor and Commonalty and Citizens of the City of *London* are entitled to certain Duties on Coal, Culm, and Cinders imported into the Port of *London*, or brought by the Grand Junction or *Paddington* Canals nearer to *London* than the Stone or Post at or near the North-east Point in *Grove Park* in the County of *Hertford*, or brought down the River *Thames* nearer to *London* than the City's Stone placed on the West Side of *Staines Bridge* in the County of *Middlesex*: And whereas by an Act passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act for regulating the Vend and Delivery of Coals in the Cities of* London

of Shenfield and Mountnessing, Essex.

1 & 2 W. 4. c. 76.

don *and* Westminster, *and in certain Parts of the Counties of* Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire, *and* Berkshire, it was enacted, that during the Term of Seven Years, to be computed from the Thirty-first Day of *December* then next, in lieu of all other Rates and Duties payable to the Mayor and Commonalty and Citizens of the City of *London*, the Sums of One Shilling and One Penny *per* Ton on all Coals, Culm, and Cinders brought nearer to *London* on the said Grand Junction and *Paddington* Canals and River *Thames* than the Places aforesaid, should be paid to such Person or Persons, and at such Place or Places, in such Manner and under such Regulations as the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, should from Time to Time direct or appoint, with such Powers for the Recovery thereof as are therein mentioned or referred to: And whereas the said Duties would be evaded if Coals, Culm, and Cinders could be brought to or near *London* by means of the said Railway without Payment thereof; be it therefore enacted, That the like Duty *per* Ton as shall for the Time being be payable to such Person or Persons as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall direct or appoint, on Coals, Culm, and Cinders brought by the Grand Junction and *Paddington* Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City's Stone on the West Side of *Staines Bridge*, shall be paid in like Manner on all Coals, Culm, and Cinders brought by the Railway hereby authorized to be made nearer to *London* than a Stone to be placed at the Junction of the Parishes of *Shenfield* and *Mountnessing* in the County of *Essex*, or in case any Deviation is made from the Line of the said Railway as near thereto as Circumstances will admit; and the same Duty shall be payable to such Person or Persons, at such Place or Places, in such Manner and under such Regulations as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall from Time to Time direct or appoint, with the same Powers and Authorities for giving Receipts for and enforcing or recovering Payment of the same as are given by the said herein-before recited Act of Parliament in respect of the like Duty on Coals, Culm, and Cinders, brought by the said Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City Stone on the West Side of *Staines Bridge*: Provided always, that nothing herein contained shall extend to prevent the said Railway Company, their Workmen and Agents, or other Persons using the said Railway, pursuant to the Powers contained in this Act, from bringing by the said Railway to any Point of the said Railway nearer to *London* than the said Stone at the Junction of the said Parishes of *Shenfield* and *Mountnessing*, or near thereunto, all such Quantities of Coal and Coke from Time to Time as shall be required to be used and shall be *bonâ fide* used for the Purposes of the Engines of the said Company, not exceeding Five hundred Tons in any One Year, without any Duty being payable in respect of such Coals or Coke: Provided always nevertheless, that if any Coals or Coke brought nearer to *London* than the said last-mentioned Stone without the Duty being paid in respect thereof, according to the Provisions herein-before contained, shall be used otherwise

than for the Purposes of the Engines of the said Company, or more than Five hundred Tons of such Coals or Coke shall be so brought in any One Year without the Duty being paid in respect thereof as aforesaid, the said Company shall in either of such Cases, for every Ton of such Coals or Coke so brought and otherwise used, or for every Ton of such Coals or Coke exceeding Five hundred Tons in any One Year, (as the Case may be,) forfeit and pay to the said Mayor and Commonalty and Citizens the Sum of One hundred Pounds, to be recovered by Action of Debt, Bill, Plaint, or Information in any of His Majesty's Courts of Record at *Westminster*.

Saving the Rights of the Corporation of London.

CCLXI. Provided always, and be it further enacted, That nothing shall extend to prejudice or derogate from the Estates, Rights, Privileges, Franchises, Jurisdictions, or Authority of the Mayor and Commonality and Citizens of the City of *London*, or their Successors, or the Lord Mayor for the Time being.

Crown Property to be conveyed by Commissioners of Woods and Forests on Payment of sufficient Compensation.

CCLXII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to abridge, lessen, vary, or affect any of the Powers or Authorities by Law vested in the Commissioners of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings, in relation to the Possessions or Land Revenues of the Crown, nor to authorize or empower the said Company to enter upon, take, or use any Lands or Hereditaments, the Property of His Majesty, under the Management of the said Commissioners, until the Price to be paid for the same has been settled and agreed upon between the said Commissioners and the said Railway Company, and until the Conveyance thereof from the said Commissioners to the said Railway Company has been completed and perfected, under the Authority of the Act or Acts of Parliament now in force in relation to the Sale, Management, or Improvement of the Land Revenue of the Crown within the Survey of the Exchequer in *England*: Provided also, that in case the said Commissioners and the said Railway Company shall differ in Opinion with regard to the Price to be paid by the said Railway Company to the said Commissioners for the Purchase of any Property of the Crown under their Management, and which may be required by the said Railway Company for the Purposes of the said Railway, the same may be ascertained and settled by the Verdict or Verdicts of a Jury in manner herein-before provided for; but all the Costs, Charges, and Expences of ascertaining and settling the Price to be paid by the said Company for the Purchase of the Property of the Crown under the Management of the said Commissioners shall be wholly borne and paid by the said Railway Company.

Railway not to be exempt from Provisions of any General Act for the Regulation of Railways.

CCLXIII. Provided always, and be it further enacted, That nothing herein contained shall extend, or be construed, deemed, or taken to extend, to exempt the Railroad to be formed under or by virtue of the Powers in and by this Act contained and given, or any Branch thereof, from the Provisions of any General Act or General Acts for the Regulation of Railroads which may be passed before the Expiration of One Year from the passing of this Act, if Parliament

ment shall be sitting at the Expiration of such Period of One Year, or if Parliament shall not then be sitting before the End of the then next Session of Parliament.

Public Act.

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

The

The SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	County of Middlesex.		
	PARISH OF SAINT LEONARD SHOREDITCH.		
	High Street, East.		
Sir R. Sutton, Bart. -	Occupant - -	Thomas Eaton - -	House.
Joseph West - -	- - -	Joseph West - -	Ditto.
Ditto - - -	- - -	Elizabeth Clues -	Ditto.
Ditto - -	- - -	Joseph West - -	Occupied as Warehouse.
Parish of Saint Leonard Shoreditch - -	Occupant - -	Richard Nettlefield -	House and Yard.
	Badger's Court.		
Parish of Saint Antholin Watling Street -	- - -	John Board -	Four small Houses as Warehouses.
	Webb Square.		
Property without a Title, in the Hands of Trustees. Name of Agent, —— Snow, Clerk to J. Simpson, Solicitor, 7, King's Bench Walk - -	- -	Richard Nettlefield -	House.
		(Empty) - - -	Ditto.
		Isaac Garden, T. Stroud, Ann North.	Ditto.
	Bryant Street.		
Ditto - -	- - -	W. Hughes, T. Williams, T. Eaton, J. Mude.	House.
Ditto - -	- - -	Mary Horton, T. Everett, R. Philips.	Ditto.
Ditto - - -	- - -	W. Deane, W. Holles, J. Greenwood.	Ditto.
John Spinner - -	John Spinner -	Charles Ketling, John Thomas.	Ditto.
Ditto - -	- - -	W. Haywood, W. Austen	Ditto.
Ditto - - -	- - -	Thomas Knowles -	Ditto.
Ditto - -	- - -	David Olive, Joseph Greenwood.	Ditto.
Property without Title -	- - -	John Fowler - -	Ditto.
Ditto - -	- - -	John Hudson -	Ditto.
Ditto - - -	- - -	(Empty) - -	Ditto.
Ditto - -	- - -	Robert Athwill -	Ditto.
Ditto - -	- - -	(Empty) - - -	Ditto.
Ditto - - -	- - -	Thomas Clarke, J. Bond	House and Yard.
	Webb Square — continued.		
John Spicer - -	John Skinner -	T. Ibbetson, J. Hughes, J. Gold.	House.
Ditto - -	Ditto - -	S. Eustace, W. Mott, E. Stow, P. Cotes, G. Lewis, J. Walker.	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		New Court.	
John Spicer - -	John Skinner -	A. Griffin - -	House.
Ditto - -	Ditto - -	Jacob Field, E. Bellnape	Ditto.
Ditto - - -	- - -	J. Bennet, W. Hooper -	Ditto.
		Webb Square.	
Benjamin Luiscay -	- - -	John Cooke - -	House and Yard.
Ditto - -	- - -	E. Stowe - -	Ditto.
Ditto - - -	- - -	Mary Geut - -	Ditto.
Ditto - -	- - -	W. Cooke, S. Williams, R. Ferrar, J. Stevens.	Ditto.
Ditto - -	- - -	W. Youngman, J. Abbott, J. Gardner.	Ditto.
Ditto - - -	- - -	J. Fitch, G. Lewis, A. Shady, N. Moore.	Ditto.
Ditto - -	- - -	Thomas Field, Thomas Ibbott.	Ditto.
Joseph West - -	- - -	J. West - -	Yard inclosing Stables.
Ditto - -	- - -	J. Piggott - -	House and Yard.
Ditto - - -	- - -	Elizabeth Goler -	Ditto.
J. Hartshorne, Esquire -	Calvert & Co. -	James Hutt - -	Ditto.
Isaac Bird - -	R. Jeffs - -	James Bradley -	The British Schools. (Qy Trustees ?)
J. Hartshorne - -	- - -	J. Baker, J. Innocent, A. Bolton.	Ditto.
Ditto - -	- - -	C. Innocent, L. Dixon, T. Innocent.	Ditto.
Ditto - - -	- - -	J. Gardiner, J. Collins -	Ditto.
Ditto - -	- - -	G. Barron, J. Wilkins, W. Pegler.	House.
Ditto - -	- - -	H. Popkins, A. Cooper, W. Scott.	Ditto.
Isaac Bird - -	Occupant - -	Robert Osborne -	Ditto.
L. Desanges - -	- - -	L. & F. Desanges -	Dyer's Yard.
		PARISH OF CHRIST CHURCH, SPITALFIELDS.	
		Goddard's Rents.	
T. Moorman - -	- - -	S. Kilman - -	House and Yard.
Ditto - -	- - -	Robert Lee, R. Baron, T. Pepperwell.	Ditto.
Ditto - - -	- - -	W. Bicknell, F. Stickmore, J. Higgins.	Ditto.
W. Goldsworthy -	- -	H. Tough, S. Kidd, J. Hayes, J. Goodyer.	Ditto.
Ditto -	- - -	Frederick Weedon -	Ditto.
Ditto - - -	- - -	Robert Follet, C. Young, M. White, W. Addle.	Ditto.
Ditto - -	- - -	E. Newton, E. Kennew, D. Gill.	Ditto.
		Beazeley's Buildings.	
John Beazeley - -	- - -	G. Hayes - -	House and Yard.
Ditto - - -	- - -	(Empty) - - -	Ditto.
Ditto - - -	- - -	G. Chilbert - -	Ditto.
Ditto - -	- - -	W. Chilbert - -	Ditto.
Ditto - - -	- - -	W. Bailey - - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Wheeler Street.	
W. Goldsworthy - -	- - -	H. Wells, H. Davey, J. Adly, J. Montgomery.	House and Yard.
J. Harman - -	- - -	N. Emanuel - -	Ditto.
Ditto - - -	- - -	J. Brown - - -	Ditto.
Ditto - - -	- - -	(Empty) - - -	Ditto.
Thomas Holt - -	Occupant - -	W. Palmer - -	Ditto.
John Hudson - -	- - -	A. Crocker, W. Crane, W. Clarke, T. Biggs, H. Cloagh.	Ditto.
		Wheeler Court, West.	
J. Harman - - -	- - -	John Hurlston - -	
		Gravel Court.	
Mrs. Wheeler - -	A. Greville - -	J. Chance - - -	House.
Ditto - - -	Ditto - -	T. Venner - -	Ditto.
		Farthing Street, West.	
Mrs. Wheeler - -	John Barrs - -	W. Philips - -	House and Yard.
Ditto - - -	Ditto - -	G. Fleming - -	Ditto.
Ditto - - -	Ditto - -	G. Emery - - -	Ditto.
Ditto - - -	Ditto - -	Thomas West - -	Ditto.
		Phœnix Street, North.	
Mrs. Wheeler - -	- - -	- - -	Piece of vacant Building Ground.
Ditto - - -	Mr. Brow - -	J. Job - - -	House and Yard.
Ditto - -	Ditto -	J. Brown, W. Sawyer, T. Key, J. Doveriss, J. James.	Ditto.
Ditto - - -	Ditto - -	J. Pindar, P. Wrangram, C. Dighton.	Ditto.
Ditto - - -	Hoare & Co. Brewers	Edward Press - -	Ditto.
J. R. Wilkinson - -	- - -	Mary Spittle - -	Ditto.
Ditto - -	- - -	Joseph Fountain - -	Ditto.
Ditto - - -	- - -	T. Hammond, W. Bonsor	Ditto.
		Farthing Street, East.	
W. Chevalier - -	Pigi and Barlow -	W. Popkin - -	House and Yard.
Ditto - - -	Ditto - -	M. Bell, T. Reeve -	Ditto.
Ditto - - -	Ditto - -	Henry Gale - -	Ditto.
Mrs. A. Hall - -	W. Brace - -	W. Brace - -	Ditto.
		Elizabeth Court.	
Mrs. Chevalier - -	- - -	W. Davis - - -	House and Yard.
Ditto - - -	- - -	G. Harwood, B. Darell -	Ditto.
Ditto - - -	- - -	M. Delaford, E. Turner	Ditto.
Ditto - - -	- - -	J. Pelham, W. Farrell, T. Hamlett.	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Vine Street, West.	
Mrs. Chevalier - -	J. Jeffries - -	C. J. Packer - -	House and Yard.
Ditto - -	Ditto - -	T. Goodfellow - -	Ditto.
Ditto - -	J. Edwards -	J. Addle, W. Mullandine	Ditto.
Ditto - -	C. H. Baker - -	R. Everitt - -	Ditto.
		Davis' Buildings.	
—— Davis - -	- - -	J. Dolman - -	
		Vine Street, East.	
Mrs. Chevalier - -	Mr. Chittock - -	J. Stevenson - -	House and Yard.
Ditto - - -	James Edwards -	J. Manning, W. Holland	Ditto.
Ditto - - -	Ditto - -	W. Nightingale, J. Duverdine.	Ditto.
—— Simmonds - -	Ditto - -	S. Costor - -	Ditto.
Ditto - -	Ditto - -	W. Connor - -	Ditto.
		King Square.	
Mr. Pelley - -	Mr. Garten - -	(Shut up) - - -	House.
Ditto - -	Ditto - -	W. Barrow - -	Ditto.
Ditto - - -	Ditto - -	S. Mottsasse - -	Ditto.
Ditto - - -	Ditto - -	R. Oakley - -	Ditto.
Ditto - -	Ditto - -	J. Parsons - -	Ditto.
Ditto - - -	Ditto - -	S. Freeman - - -	Ditto.
Ditto - - -	Ditto - -	J. King - - -	Ditto.
Ditto - - -	Ditto - -	R. Eldridge - -	Ditto.
Ditto - -	Ditto - -	W. King - -	Ditto.
Ditto - - -	Ditto - -	J. Maling - - -	Ditto.
Ditto - -	Ditto - -	John Norris - -	Ditto.
Ditto - - -	Ditto - -	J. Parsons - -	Ditto.
		Phœnix Street, North.	
Greenyard. The Occupant - -	- - -	John Stone - -	Vacant Piece of Ground, used to place Stones, &c.
		Brick Lane, West.	
Mr. W. Gray - -	- - -	J. Lambert - -	House.
Ditto - -	- - -	W. H. Roberts - -	Ditto.
Ditto - - -	- - -	H. Legg - - -	Ditto
Ditto - -	- - -	J. Hale - - -	Ditto.
		Hudson's Court.	
J. Hudson - -	- - -	(Empty) - - -	Small House.
Ditto - -	- - -	W. Boverie - -	Ditto.
Ditto - -	- - -	(Empty) - -	Ditto.
Ditto - -	- - -	M. Clegg - -	Ditto.
Ditto - -	- - -	R. Davis - -	Ditto.
		Wheeler Street, East.	
—— Wheeler - -	J. Linseay - -	George Ward - -	House.
Ditto - -	Ditto - -	S. Whitehead - -	Ditto.
Ditto - -	Ditto - -	J. Easton - -	Ditto.
Ditto - -	Ditto - -	A. Greville - -	Ditto.
Ditto - -	Ditto - -	A. Curtz - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Bell Court.	
—— Wheeler - -	J. Linseay - -	J. Beale - -	House and Yard.
Ditto - -	Ditto - -	W. Cooper - -	Ditto.
Ditto - -	Ditto - -	J. Fisher - -	Ditto.
Ditto - -	Ditto - -	T. Hall - -	Ditto.
Ditto - -	Ditto - -	J. Folk - -	Ditto.
Ditto - -	Ditto - -	W. Bryan - -	Ditto.
Ditto - -	J. Patterson -	J. Reeve - -	Ditto.
Ditto - -	Ditto - -	J. Crisp - -	Ditto.
Ditto - -	Ditto - -	G. Wingrove - -	Ditto.
Ditto - -	Ditto - -	J. Eldridge - -	Ditto.
Ditto - -	Ditto - -	T. Cole - -	Ditto.
		Davis's Buildings.	
Mr. Davis - -	- - -	W. Ogilvy, T. Rice -	House and Yard.
Ditto - -	- - -	I. C. Tuck - -	Ditto.
Ditto - -	- - -	S. Stevenson - -	Ditto.
Ditto - -	- - -	R. Layton - -	Ditto.
		Phœnix Street, North.	
Mr. Chevalier - -	Mr. Pige - -	J. Downe, D. Mahoney, J. Turrile.	House and Yard.
Ditto - -	Mr. Knight -	T. Berry - -	Ditto.
Ditto - -	Ditto - -	R. Quantill - -	Ditto.
Ditto - -	Ditto - -	J. Everton - -	Ditto.
Ditto - -	Ditto - -	J. Bartlett - -	Ditto.
Ditto - -	Ditto - -	W. Eldee - -	Ditto.
Ditto - -	Ditto - -	E. Parkes - -	Ditto.
Ditto - -	Ditto - -	T. Watkins - -	Ditto.
Ditto - -	Ditto - -	Rt. Kendall, J. Brickher	Ditto.
Ditto - -	Ditto - -	T. Laribee - -	Ditto.
Ditto - -	Ditto - -	W. Waller - -	Ditto.
Ditto - -	Mr. Davis - -	W. Ewin - -	Ditto.
Mr. Davis - -	Mr. Friend -	J. Brooke - -	Ditto.
Ditto - -	Ditto - -	M. Paul - -	Ditto.
		King Street, North.	
Mr. Wheeler - -	- - -	J. Stone - -	The Greenyard.
		PARISH OF ST. MATTHEW, BETHNAL GREEN.	
		Brick Lane, East.	
Currie, Horn, and Woodgate - -	Mr. Jones - -	J. Bowler - -	House and Garden.
Ditto - -	Mr. Williams -	Alfred & Arthur -	Ditto.
Ditto - -	S. Moucrow -	C. H. Brilfield - -	Ditto.
Ditto - -	Ditto - -	W. Genion - -	Ditto.
		St. John Street, South.	
Currie, Horn, and Woodgate - -	- - -	C. Strong, W. Bowyer -	House and Yard.
Ditto - -	W. Soper -	G. Green - -	Ditto.
Ditto - -	W. Sanders -	Elizabeth Boyce -	Ditto.
Ditto - -	Mr. Lieutly -	Benjamin Weedon -	Ditto.
Ditto - -	Mr. Butler -	J. Brown - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Great George Street, West.		
Currie, Horn, and Woodgate - -	Mr. Lieutly -	Sarah Morgan - -	House and Yard.
Ditto - -	- - -	E. Brown - -	Ditto.
Ditto - -	- - -	W. Bradley - -	Ditto.
Mr. Pedley - -	Thomas Nutt, Esq.	C. Frieth - -	Ditto.
	Great George Street, East.		
Mr. Pedley - -	- - -	T. Clarke - -	House and Yard.
Ditto - -	- - -	E. King - -	Ditto.
	St. John Street, South.		
Mr. Pedley - -	Mr. Adder -	W. Brown, W. Caval -	House, Garden, and Yard.
Ditto - -	Ditto - -	W. Clarke - -	Ditto.
Ditto - -	Ditto - -	H. Anthony, H. Sheldrick	Ditto.
Ditto - -	The Occupant -	W. Wood - -	Ditto.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Mr. Tilley - -	Benjamin Willet -	Ditto.
Ditto - -	Mr. Bradshaw -	Thomas Haydon -	Ditto.
Ditto - -	Ditto - -	John Perry, J. Mason -	Ditto.
	Horse Ride.		
Mr. Pedley - -	H. Gardiner -	A. Carrew - -	House.
Ditto - -	Ditto - -	J. Wilson - -	Ditto.
Ditto - -	Ditto - -	J. Poplar - -	Ditto.
Ditto - -	Ditto - -	J. Short - -	Ditto.
Ditto - -	Ditto - -	T. Housland - -	Ditto.
Ditto - -	Ditto - -	A. Shaw - -	Ditto.
Ditto - -	Ditto - -	W. Jackson - -	Ditto.
Ditto - -	Ditto - -	M. Glasson - -	Ditto.
Ditto - -	Ditto - -	W. Richardson -	Ditto.
	Saint John Street, South.		
Mr. Pedley - -	Ditto - -	J. Willett, J. Galbrath -	House, &c.
Ditto - -	Ditto - -	E. Gerard, F. Willet -	Ditto.
Ditto - -	Ditto - -	J. Livermore, J. Nicholls	Ditto.
	Blackbird Alley, West.		
Mr. Pedley - -	- - -	A. Higgs - -	House and Yard.
Ditto - -	- - -	T. Fisher - -	Ditto.
Ditto - - -	- - -	W. Proper - -	Ditto.
Ditto - -	- - -	J. Munday - -	Ditto.
Ditto - - -	- - -	R. Robinson - -	Ditto.
Ditto - -	- - -	M. Hall - -	Ditto.
Ditto - - -	- - -	J. Morgan - -	Ditto.
	Little George Street, North.		
Mr. Pedley - -	- - -	W. Metcalfe - -	House and Yard.
Ditto - -	- - -	J. Bryce - -	Ditto.
Ditto - - -	- - -	T. Kennel, J. Marchant	Ditto.
	Fleet Street Hill, East.		
Mr. Pedley - -	Miller J. Cassell -	R. Jones - -	House and Yard.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Saint John Street, South.		
Mr. Pedley - - -	S. Butler - -	A. Arnold - -	House and Yard.
Ditto - - -	- - -	(Shut up.)	
Ditto - - -	Ditto - -	M. Kennet - -	Ditto.
Ditto - - -	Ditto - -	J. Grant - -	Ditto.
Ditto - - -	Ditto - -	W. Dent - -	Ditto.
Ditto - - -	Ditto - -	J. Stokes - -	Ditto.
Ditto - - -	Ditto - -	R. Massey - -	Ditto.
Ditto - - -	Ditto - -	B. Gurner - -	Ditto.
Ditto - - -	Mrs. Hicks -	J. Weeks - - -	Ditto.
Ditto - - -	Ditto - -	E. Smith, B. Cornish, B. Birch, H. Burgess.	Ditto.
Ditto - - -	Ditto - -	T. Stokes, J. Johnstone, E. Johnstone.	Ditto.
Ditto - - -	Mr. Hems - -	Richard Wright -	Ditto.
Ditto - - -	Ditto - -	T. Niell - -	Ditto.
Ditto - - -	Ditto - -	(Empty) - -	Ditto.
Ditto - - -	Mr. Cottrell -	(Now building) -	Ditto.
Ditto - - -	Mr. H. Gardiner -	S. Bacon, J. Nichols -	Ditto.
Ditto - - -	Ditto - -	J. Davison, M. Allot, W. Guffce.	Ditto.
Ditto - - -	Ditto - -	F. Blackey, J. Barnader, M. Godfrey.	Ditto.
Ditto - - -	Ditto - -	John Bode - -	Ditto.
Ditto - - -	Ditto - -	John Ryan - -	Ditto.
Ditto - - -	J. Robinson -	M. Robison, W. Dobson, W. Bramwell.	Ditto.
Ditto - - -	Ditto - -	C. Hollington, J. Prime	Ditto.
Ditto - - -	Ditto - -	G. Matthews, W. Brown, W. Burgess.	Ditto.
Ditto - - -	Peter Levesgae -	Timothy Laboke -	Ditto.
Ditto - - -	Ditto - -	Edw. Parkes, I. Stevens	Ditto.
Ditto - - -	Mary Keep, Executors of.	J. Lindon, R. Hay, Susan Downes.	Ditto.
Ditto - - -	Ditto - -	E. Piper, C. J. Wright, J. Bates.	Ditto.
Ditto - - -	Jeremiah Long -	T. George, I. Sims, I. L. Amie.	Ditto.
Ditto - - -	Ditto - -	Richard Penner -	Ditto.
Ditto - - -	Ditto - -	W. Martin - -	Ditto.
Ditto - - -	Ditto - -	W. Lea - -	Ditto.
Ditto - - -	Ditto - -	Elizabeth Orrington -	Ditto.
Ditto - - -	Ditto - -	J. Button - -	Ditto.
Ditto - - -	Ditto - -	J. Hornblow - -	Ditto.
	Hare-marsh, West.		
Mr. Pedley - - -	John Butler -	T. Lloye - -	House and Yard.
Ditto - - -	Ditto - -	J. Reheir - -	Ditto.
Ditto - - -	Ditto - -	J. Miller - -	Ditto.
	Saint John Street, South.		
Mr. Pedley - - -	Mr. Bradshaw -	S. Young - -	House and Garden or Yard.
Ditto - - -	Ditto - -	R. Donohaugh - -	Ditto.
Ditto - - -	Mr. Sepsworth -	R. Martin - -	Ditto.
Ditto - - -	Ditto - -	I. Cecil - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Dyers Almshouses.	
The Dyers Company -	Alms-persons -	- - - -	Five Houses.
The Parmiters Company -	Ditto - -	- - - -	Almshouses and Schools.
		Hare marsh, East.	
Mr. Pedley - -	Mr. Bradshaw -	J. Starlow - -	House and Garden or Yard.
Ditto - - -	Ditto - -	W. Staples - -	Ditto.
Ditto - - -	Ditto -	W. Dounington -	Ditto.
Ditto - -	Ditto - -	J. Dounington -	Ditto.
The Parish Officers for the Time being.	- - -	The Poor - -	Bethnal Green Workhouse and Offices thereto.
		Winchester Crescent.	
Michael Pope - -	Mr. Walton -	S. Kemp - -	House and Yard.
Ditto - -	Ditto - -	J. Gruley, Mr. Hammond	Ditto.
Ditto - - -	Ditto - -	Christopher Walton -	Yard and Cow Sheds.
Ditto - - -	Ditto - -	Ann Dulan - -	House and Yard.
		Carlisle Street, West.	
Michael Pope - -	- - -	B. Baxter - -	Small House and Garden.
Ditto - - -	- - -	T. Ferdinands -	Ditto.
Ditto - -	- - -	J. Butten - -	Ditto.
Ditto - -	- - -	J. Briers - -	Ditto.
Ditto - -	- - -	T. Molony - -	Ditto.
Ditto - - -	- - -	George Payne -	Ditto.
Ditto - -	- - -	G. T. Gibbon - -	Ditto.
		Carlisle Street, East.	
Michael Pope - -	Mr. Baymans -	John Minster - -	House and Garden.
Ditto - -	Ditto - -	Charles Ady - -	Ditto.
Ditto - -	Ditto - -	G. Darby - -	Ditto
Ditto - -	Ditto - -	J. Blacket - -	Ditto.
Ditto - -	Ditto - -	H. Veal - -	Ditto.
Ditto - -	Ditto - -	W. Rice - -	Ditto.
Ditto - -	Ditto - -	J. Wright - -	Ditto.
		Great Manchester Street, West.	
Michael Pope - -	Mr. Kempton -	Robert Dugdale -	House and Garden
Ditto - -	Ditto - -	S. Carden, F. Bolton, M. Carr.	Ditto.
Ditto - -	Ditto - -	A. Hailey, W. Vinette, J. Walker.	Ditto.
Ditto - -	Ditto - -	G. Callow - -	Ditto.
Ditto - -	Ditto - -	J. Wright, G. Warde -	Ditto.
Ditto - -	Ditto - -	P. Goby, D. Stickberry -	Ditto.
		Great Manchester Street, East.	
Michael Pope - -	Mr. Robinson -	W. Mildenhall, W. Walker	House and Garden.
Ditto - -	Ditto -	M. Mitchell, J. Sigonay	Ditto.
Ditto - -	Ditto - -	T. Lea - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Winchester Street, South.	
Michael Pope - -	Mr. Robinson -	T. Green - -	House and Garden.
Ditto - -	Ditto - -	T. Smart - -	Ditto.
Ditto - -	Ditto - -	T. Allen - -	Ditto.
Ditto - -	Ditto - -	T. Blunson - -	Ditto.
Ditto - -	Ditto - -	B. Jacobs - -	Ditto.
Ditto - -	Ditto - -	J. Hurd, T. Brandon -	Ditto.
Ditto - -	Occupant - -	G. Bull - -	Ditto.
		Nottingham Street, West.	
Michael Pope - -	Mr. Humphries -	H. Ephraim - -	House and Garden.
		Winchester Street, South.	
Michael Pope - -	Mr. Morris - -	Henry Webb - -	House and Garden.
Ditto - -	Ditto - -	—— Crafer - -	Ditto.
Ditto - -	Mr. Soames -	D. Davis - -	Ditto.
Ditto - -	Ditto - -	E. Medway - -	Ditto.
		Winchester Street, North.	
Calvert & Co. - -	- - -	Peter Lisenea - -	House and Garden.
C. Vines - -	- - -	W. Lawrence - -	Ditto.
Ditto - -	- - -	W. Allington - -	Ditto.
Ditto - -	- - -	R. Bryant - -	Ditto.
Ditto - -	- - -	G. Priest - -	Ditto.
Ann Prosser - -	- - -	C. Hobbs - -	Ditto.
C. Vines - -	- - -	William Reid - -	Ditto.
		Manchester Street, West.	
C. Vines - -	- - -	(Empty) - -	House and Garden.
Ditto - -	- - -	Charles Shearman -	Ditto.
Ditto - -	- - -	Elizabeth Brooke -	Ditto.
Ditto - -	- - -	John Humm - -	Ditto.
Ditto - -	- - -	(Empty) - -	Ditto.
		Manchester Street, East.	
Charles Stone - -	Mr. Franklin - -	J. W. Hopkins - -	House and Garden.
Ditto - -	Ditto - -	John Hood - -	Ditto.
Ditto - -	Ditto - -	John Stevens, M. Simpson	Ditto.
Ditto - -	Ditto - -	J. Hodges - -	Ditto.
		Mapes Street, West.	
Charles Stone - -	Ditto - -	Charles Boyd - -	House and Garden.
Ditto - -	Ditto - -	A. Hills - -	Ditto.
Ditto - -	Ditto - -	J. Payton - -	Ditto.
Mr. C. Stone - -	- - -	J. Archer - -	Ditto.
Ditto - -	- - -	—— Noey - -	Ditto.
Mr. J. Scott - -	Mr. Hood - -	—	—
		Southampton Street.	
Mr. J. Scott - -	Mr. Hood - -	S. Jones - -	House and Garden.
Ditto - -	Ditto - -	Peter Durand - -	Ditto.
Ditto - -	Ditto - -	John Stubbing - -	Ditto.
Ditto - -	Ditto - -	W. R. Nibbs - -	Ditto.
Ditto - -	Ditto - -	H. Walker - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		London Street, North.	
Mr. J. Scott - -	Mr. Hood - -	Henry Girkin - -	House and Garden.
Ditto - -	Ditto - -	J. F. Elgar - -	Ditto.
Ditto -	Ditto - -	Robert Winston -	Ditto.
Ditto - -	Ditto - -	William Payton -	Ditto.
Ditto - -	Ditto - -	R. Treswell - -	Ditto.
Ditto - -	Ditto - -	T. P. Dextin - -	Ditto.
Ditto - -	Ditto -	J. Divers - -	Ditto.
Ditto - -	Ditto - -	J. White - -	Ditto.
Ditto - -	Ditto - -	T. Burrows - -	Ditto.
Ditto - -	Ditto - -	C. Buckridge - -	Ditto.
Ditto - -	Ditto - -	J. Needham - -	Ditto.
Ditto - -	Ditto - -	Benjamin Gale - -	Ditto.
Ditto - -	Ditto - -	Jeremiah Morell -	Ditto.
Ditto - -	Ditto - -	J. Piller - -	Ditto.
Ditto - -	Ditto - -	P. Reynolds - -	Ditto.
Ditto - -	Ditto - -	T. Smith - -	Ditto.
		North Street, East.	
Mr. Scott - -	Mr. Hood - -	William Wilden -	House and Garden.
Ditto - -	Ditto - -	William Barry - -	Ditto.
Ditto - -	Ditto - -	W. S. Hood - -	Ditto.
Ditto - -	Ditto - -	Thomas Dickens -	Ditto.
		Lamb Street, South.	
Mr. Scott - -	Mr. Hood -	John Stickberry - -	House and Garden.
Ditto - -	Ditto - -	J. H. Somershall -	Ditto.
Sir G. W. Tapps Gervas, Bart. - -	Occupant -	Daniel Lehaup - -	Ditto.
Ditto - -	Ditto - -	Jasp. Johnson -	Ditto.
		Dodd's Place.	
Ditto - -	Executors of — Dodd	(Empty) - -	House and Garden, Front and Back.
Ditto - - -	Ditto - -	J. Blackwell - -	Ditto.
Ditto - -	Ditto - -	H. Orange - -	Ditto.
Ditto - -	Ditto - -	E. Swayne - - -	Ditto.
Ditto - - -	Ditto - -	C. Sunshine - -	Ditto.
Ditto - -	Ditto -	J. Griffin - - -	Ditto.
Ditto - -	Ditto - -	M. Elliot - -	Ditto.
		Dog Row, West.	
Benjamin Gall -	- -	G. Malpas - -	House and Gardens.
G. Brown - -	- -	J. Ellis - - -	Ditto.
B. Gull - - -	- -	J. Brown - -	Ditto.
Ditto - -	- -	(Empty) - - -	Ditto.
Occupant of No. 8. -	- -	M. Heywood - -	Shop and Ditto.
Ditto - -	- -	B. Brown - -	House and Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.

HAMLET OF MILE END OLD TOWN, PARISH OF STEPNEY.

West Street, West.

J. Latham		T. Bennett	House and Garden.
J. Norton		C. Wray	Ditto.
Ditto		E. Tentlen	Ditto.
Mrs. Staunton		M. Staunton	Ditto.
Ditto		W. Halsey	Ditto.
Ditto		C. Clements	Ditto.
— Merton		J. Dowton	Ditto.
Ditto		J. Marshall	Ditto.

West Street, East.

G. Marshall		J. Curran	Public House.
Ditto		E. Ford	Small House.
Ditto		S. L'Estranger	Ditto.
Ditto		R. Morgan	Ditto.
Mr. Bailey		C. Barry, Charles Bass	Ditto.
Ditto		H. Mitchell.	

Anne Street, North.

— Marshall		F. Lord	Small House and Garden.
Ditto		J. White	Ditto.
J. Marshall		J. Bishop	Ditto.
Ditto		J. Gibbons	Ditto.
Ditto		J. Carter	Ditto.
Ditto		N. Wade	Ditto.
Mr. Allbutt		(Empty.)	Ditto.
Ditto		B. Allbutt	Ditto.
Ditto		Daniel Stone	House.

Anne Street, South.

J. Fox, Solicitor	Mr. Moffat	Anne Budd	House and Garden.
Ditto	Ditto	J. Colston	Ditto.
Ditto	Ditto	Empty	Shop and Ditto.
Ditto	Mrs. Sterner	J. Barr	House Ditto.
Ditto	Ditto	J. Groom	Ditto.
Ditto	Ditto	R. Druitt	Ditto.
Ditto	Ditto	G. W. Shute	Ditto.
R. Bayley	Ditto	Robert Whitehead	Ditto.
Ditto	Ditto	J. Pearson	Ditto.
Ditto	Ditto	J. Phillips	Ditto.
Ditto		Anne Cooke	House and Garden.
Ditto		G. Deane	Ditto.
Ditto		W. Howard	Ditto.
Ditto		H. Mindman	Ditto.
Ditto		J. Reading	Ditto.
Ditto		H. Mier	Ditto.
Ditto	G. Irvin	D. Hooper	Ditto.
Ditto	Ditto	G. Irwin	Ditto.
Ditto	Ditto	J. Webber	Ditto.
Ditto	Ditto	(Unoccupied)	Ditto.
Ditto	J. Mold	Paul Riddle	House and open Ground.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Globe Road, West.	
W. Harris	-	(Empty)	House and Court.
T. Vallance	-	J. Berry	Shop, Premises behind.
Ditto	-	(Empty)	Ditto.
Ditto	-	Ditto	Ditto.
Ditto	-	W. Birnie	Ditto.
Ditto	-	W. Parker	Ditto.
		Charles Street, North.	
Mr. Bayley	-	J. Dust, J. Carr	House and Garden.
Ditto	Kayton Twigg	J. E. Wolf, Thomas Callow	Ditto.
Ditto	Ditto	Thomas Wright	Open Space and small House.
Ditto	Ditto	Thomas Eason	House and Garden.
Ditto	Ditto	Mary Field	Ditto.
Ditto	-	T. Bouchman	Ditto.
Ditto	-	J. Kate	Ditto.
Ditto	-	„ Ditto	Open Space with Shed.
Ditto	-	E. Royal	House and Garden.
Ditto	-	J. Mancher	Shop and Yard.
		James Street, East.	
T. Valance	-	J. Snook	Stone Yard and Garden.
Ditto	-	Ditto	House.
Truman and Co.	-	G. Hall	Public House, Yards, and Skittle Ground.
T. Valance	-	-	Square Piece of Ground.
		North Street, South.	
Mr. Valance	-	W. Harris	Small House and Court.
Ditto	-	(Empty)	Ditto.
Ditto	-	W. Basset	Ditto.
		Globe Road, East.	
J. Archer	-	J. Archer	House, Garden, and Premises behind.
Ditto	-	Robert Rogers	Ditto.
R. Jones	-	E. Jones	Ditto.
Ditto	-	F. Wooton	Court in front, House, and Garden.
Ditto	-	S. Barratt	Ditto.
		Devonshire Street, East and North.	
J. Lewis	-	B. Foster	House and Garden.
G. Sherwin	-	M. Duffee	Ditto.
Ditto	-	E. Berry	Ditto.
Ditto	-	W. Bonnard	Ditto.
Ditto	-	T. Gibbs	Ditto.
T. Gibbs	-	H. Moore	Court in front, House and Garden.
Ditto	-	G. Knight	Ditto.
Ditto	-	H. Batt	Ditto.
G. Evans	-	G. Barker	Ditto.
Ditto	-	C. Evans	Ditto.
Ditto	-	J. Chubb	Ditto.
T. Howard	-	T. Tiftemort	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
T. Howard - -	- - -	W. Simkins - -	Court in front, House and Garden.
Ditto - -	- - -	J. Smithers - -	Ditto.
Ditto - -	- - -	M. Eaton - -	Ditto.
F. Marshall -	- - -	J. Dapley - -	Ditto.
J. Bird - -	- - -	W. G. Lewis - -	Ditto.
Ditto - -	- - -	J. Rogers - -	Ditto.
Ditto - -	- - -	J. Quadling - -	Ditto.
Ditto - -	- - -	J. Hull - -	Ditto.
Ditto - -	- - -	W. Hughes - -	Ditto.
Ditto - -	- - -	(Empty) - -	Ditto.
Ditto - -	- - -	R. Nichols - -	Ditto.
	Cadbury Place.		
Ditto - -	- - -	J. Furness - -	House and small Court.
	Devonshire Street, East and South.		
J. Barnes - -	- - -	(Unoccupied) - -	House and Garden.
Ditto - -	- - -	G. Child - -	Ditto.
Ditto - -	- - -	Robert Mackenzie -	Ditto and Premises adjoining.
Proprietors or Trustees of Jews Burying Ground.	- - -	- - -	Jews Burying Ground.
W. W. Grattan - -	Mr. Butler -	Mr. Butler - -	Garden Ground.
Regent's Canal Company	- - -	- - -	Regent's Canal.
Mr. J. Marsh - -	- - -	J. Gardiner - -	Meadows and Fold-yards.
Ditto - -	- - -	J. Hatfield - -	House and Garden.
Ditto - -	- - -	W. Campbell - -	Ditto.
Sir C. Morgan - -	A. Reid - -	- - -	Building Ground.
	PARISH OF ST. MARY-LE-BOW, STRATFORD.		
Sir C. Morgan - -	- - -	J. Retford - -	Garden Ground.
Dr. A. Barclay - -	- - -	J. Byas - -	Garden.
Ditto - -	- - -	- - -	Grove Hall Establishment.
Ditto - -	- - -	- - -	Garden.
	Old Ford Road.		
R. Rigby - -	- - -	R. Rigby - -	House, Yard, and Dye-houses.
Ditto - -	- - -	A. Robins - -	House and Garden, and Stables.
	James Place.		
J. English - -	- - -	(Empty) - -	House, Garden, and Court.
Ditto - -	- - -	J. Barber - -	Ditto.
Ditto - -	- - -	W. Harris - -	Ditto.
Ditto - -	- - -	W. Sewell - -	Ditto.
Ditto - -	- - -	Thomas Brill - -	Ditto.
Ditto - -	- - -	R. Foster - -	Ditto.
Richard Holditch -	- - -	John Dockerill - -	Cottage and Garden Ground.
John Stocks - -	- - -	Thomas and Richard Meeson.	Cottage, Garden, and Field, a small Portion in the Parish of West Ham.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		County of Essex.	
		PARISH OF WEST HAM.	
John Stocks - -	- - -	Thomas and Richard Meeson.	Marsh Land, Garden, Lime-works, Wharf, Buildings, &c.
Corporation of London -	Messrs. Howard, Gibson, and Co.	Messrs. Howard, Gibson, & Co.	House, Factory, Buildings, Yard, Garden, &c.
Robert Richard Mawley	- - -	Thomas Goodman -	Water-mill, Slip of Land, and private Road.
Corporation of London, Howard, Gibson, & Co.	Howard and Gibson	Howard and Gibson -	Chemical Factory, House, Buildings, Yards, Gardens, &c.
East London Waterworks Company.	- - -	John Stent - -	House, Buildings, Yard, Windmill, and private Road.
Christ's Hospital - -	- - -	John Cooper - -	Abbey Mill and Stream.
Sparks Moline - -	- - -	Sparks Moline -	Factory, House, Yard, Garden, Shed, and Pound.
Ditto - -	- - -	J. Mallard - -	Lodge, Cottage, and Garden.
John Bouldcott, Esquire	- - -	John Bouldcott, Esquire	Mansion House, Buildings, Yard, Garden, Pleasure Grounds, Walks, Fish Ponds, &c.
Thomas Oliver, Esquire	- - -	Elizabeth Debney -	House and Yard (North).
Ditto - -	John Banlock -	William Shefton -	House and Yard.
Ditto - -	Ditto - -	Susannah Fisher -	Ditto.
Ditto - -	Ditto - -	Amelia Pavely - -	Ditto.
Ditto - -	Ditto - -	William Vice - -	Ditto.
Ditto - -	John Turner -	Daniel Driscoe -	Ditto.
Ditto - -	Ditto - -	Aaron Craddock -	Ditto.
Ditto - -	Ann Copendale -	Ann Nunn - -	Ditto.
Ditto - -	Ditto - -	Ann Taylor - -	Ditto.
Ditto - -	John Banlock -	Frederick Deacon -	Ditto.
Ditto - -	Ditto - -	James Weare - -	Ditto.
Ditto - -	Ditto - -	Henry Sadler - -	Ditto.
Ditto - -	Ditto - -	John Perry - -	Ditto.
Ditto - -	Ann Copendale -	Edward Churchland -	Two Houses, Yard, and Buildings.
John Bouldcott, Esquire	Charrington, Head, & Co.	Thomas Rigg - -	Cart and Horses Public House, Buildings, Yard, &c.
William Manby, Esquire	- - -	William Manby, Esquire	Park and Meadow.
Jane Lawrence (Copy) -	John Allcard -	John Allcard - -	Meadow and Shrubberies.
Samuel Legg, Esquire -	John Woodwark -	Ditto - -	Mansion House, Buildings, Yard, Garden, Pleasure Ground, Two small Fields, &c.
Thomas Spence -	- - -	John White - -	House, Buildings, Yard, Garden, &c.
John Pickering Peacock, Esquire.	Richard Gregory -	Richard Gregory -	House, Buildings, Yards, Gardens, &c.
		Prospect Place.	
John Pickering Peacock, Esquire.	James Withers -	(Unoccupied) - -	Cottage and Garden.
Ditto - -	Ditto - -	Mary Howes - -	Ditto.
Ditto - -	Ditto - -	Charles Pratt - -	Ditto.
Ditto - -	Ditto - -	George Martin - -	Ditto.
Ditto - -	Ditto - -	William Richmond -	Ditto.
Ditto - -	Ditto - -	John Sharpless -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Prospect Row.	
John Pickering Peacock, Esquire.	James Withers -	John Pipe - -	House and Shed.
Ditto - -	Ditto - -	James Valentine -	Cottage and Garden.
Ditto - -	Ditto - -	Mary Clarkson -	Ditto.
Ditto - -	Ditto - -	Mary Wellings -	Ditto.
Ditto - -	Ditto - -	John Tewitt - -	Ditto.
Ditto - -	Ditto - -	Ann Brownson -	Ditto.
Ditto - -	Ditto - -	John Lushey - -	Ditto.
Ditto - -	Ditto - -	Peter de Foss - -	Ditto.
Ditto - -	Ditto - -	Thomas Walpole -	Ditto.
Ditto - -	Ditto - -	Charles Fox - -	Ditto.
Ditto - -	Ditto - -	Thomas Noble -	Ditto.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	James Legg -	James Legg - -	Small Chapel.
		Chapel Place.	
John Pickering Peacock, Esquire.	James Withers -	Henry Gibson - -	Cottage and Garden.
Ditto - -	Ditto - -	William Porter -	Ditto.
Ditto - -	Ditto - -	James Clements -	Ditto.
Ditto - -	Ditto - -	William Simms -	Ditto.
Ditto - -	Ditto - -	John Baker - -	Ditto.
Ditto - -	Ditto - -	John Rand - -	Ditto.
		Pleasant Place.	
John Pickering Peacock, Esquire.	James Withers -	Jeremiah Hewitt -	Cottage and Garden.
Ditto - -	Ditto - -	William Prickett -	Ditto.
Ditto - -	Ditto - -	John Skeggs - -	Ditto.
Ditto - -	Ditto - -	James Wright -	Ditto.
Ditto - -	Ditto - -	James Dawes -	Ditto.
Ditto - -	Ditto - -	J. Bragg - -	Ditto.
Ditto - -	Ditto - -	John Massey - -	Ditto.
Ditto - -	Ditto - -	William Neale.	
		Whitehall Place.	
John Pickering Peacock, Esquire.	James Withers -	(Unoccupied) - -	Cottage and Garden.
Ditto - -	Ditto - -	Mathias Perry - -	Ditto.
Ditto - -	Ditto - -	John Russell -	Ditto.
Ditto - -	Ditto - -	(Unoccupied) - -	Ditto.
Ditto - -	Ditto - -	Oliver King - -	Cottage and Garden.
Ditto - -	Ditto - -	Thomas Broker -	Ditto.
Ditto - -	Ditto -	Edward Cook - -	Ditto.
Ditto - -	Ditto - -	(Unoccupied) - -	Ditto.
Messrs. Combe, Delafield, & Co.	Henry Ellis Mosely	Henry Ellis Mosely -	Eagle and Child Public House, Buildings, Yard, Garden, &c.
Ditto - -	Ditto - -	William Langham -	Cottage and Yard.
Ditto - -	Ditto - -	(Unoccupied) - -	Ditto.
John Brown - -	Richard Ord -	Richard Ord - -	House, Premises, Garden, &c.
William Leverton -	- - -	Ditto - -	Pleasure Ground in front of House and Part of Field.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Joshua Pedley - -	William Leverton -	Richard Ord - -	House, Buildings, Yard, Garden, and Part of Field, &c.
Richard Curtis -	- - -	(Unoccupied) - -	Cottage and Garden.
John Greenhill - -	- - -	Richard Ord - -	Hoppett by the Lane.
Ditto - -	- - -	Ditto - -	Meadow with Cottage and Garden.
Ditto - -	- - -	Ditto - -	Mansion House, Buildings, Yard, and Garden, &c.
PARISH OF EAST HAM.			
Edward Humphreys, Esquire.	William Honor -	William Honor -	Part of Garden Field.
Ditto - -	Ditto - -	Ditto - -	House, Buildings, Yard, Garden, Road, &c.
Ditto -	Charles John Penny	Ditto - -	House, Buildings, Yards, Gardens, Shrubberies, Park, Ponds, &c.
PARISH OF LITTLE ILFORD.			
William Wellesley Tilney Long Pole, Esquire.	- - -	Lord of the Manor of Wanstead.	Part of Wanstead Flats, and Road leading thereto.
Thomas Curtis - -	- - -	Benjamin Staines -	Cottage and Garden adjoining Turnpike Road.
PARISH OF BARKING.			
James Graves - -	- - -	James Graves - -	Orchard.
Ditto - -	- - -	Ditto - -	House, Offices, &c.
Ditto - -	- - -	Parish Officers of Saint Bitolph.	Ditto.
Edmund Moore -	- - -	Edmond Moore -	House, Garden, and Offices.
Mrs. Wright - -	- - -	Ann Stone - -	The Lion Inn and Gardens.
Sir Charles Hulse, Baronet	- - -	C. E. S. Price - -	House, Garden, and Offices; Tyne-hall.
Marquis of Salisbury -	- - -	Thomas Mumford -	Meadow and Shrubbery.
Ditto - -	- - -	George Street - -	Nursery.
Thomas Curtis - -	- - -	Thomas Curtis -	Brick Grounds and Buildings.
The Crown - -	- - -	Peter Reynolds -	The Cauliflower, Garden, &c.
—— Purnell - -	- - -	Ditto - -	Tenement, &c.
Joshua Perkins - -	- - -	Joshua Perkins -	House, Buildings, and Nursery Ground.
Ditto - -	- - -	William Shelly -	House and Garden.
Ditto - -	- - -	Henry Smith - -	Ditto.
Ditto - -	- - -	Thomas Gosling -	Ditto.
Ditto - -	- - -	John Hunt - -	Tenement and Buildings.
Ditto - -	- - -	William Wachett -	Ditto.
J. S. Thompson, Esquire	- - -	J. S. Thompson -	Farm-yards and Buildings.
Ditto - -	- - -	James Perry - -	Tenements.
Ditto - -	- - -	Ditto - -	Ditto.
J. Hunsdon - -	- - -	William Cox - -	Tenement and Garden.
Ditto - -	- - -	William Britten -	Ditto.
Ditto - -	- - -	Thomas Osborne -	Ditto.
John Mead - -	- - -	John Ratford - -	Nursery.
Messrs. Charrington and Head.	- - -	James Webb - -	The Greyhound Inn, Buildings, and Garden.
Henry Pedley - -	- - -	John Tyler - -	Wangey Hall Farm and Homestead.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF DAGENHAM.			
Thomas Gilbert Fuller -	- - -	Edmund Griffin - -	Wangey House, Offices, Lawn, Garden, and Canal.
PARISH OF RUMFORD.			
Samuel Ralph Jutsom -	- - -	Edward Jutsum -	Nursery.
Benjamin Graves, Esquire	- - -	Thomas Lawsey -	Nursery.
William Sterry, Esquire -	- - -	Edward Ind - -	House, Garden, Offices, and Lane.
Ditto - -	- - -	Mary Attwell - -	Nursery Grounds.
Pratt Collier - -	- - -	Pratt Collier - -	House, Windmill, &c.
William Sterry, Esquire -	- - -	Mary Attwell -	Nursery.
Octavius Mashiter, Esquire	- - -	Ditto - -	NurseryGround, Dwelling House, &c.
Ditto - -	- - -	William Henry Tolbutt	Ozier Ground.
John Collier - -	- - -	- - -	The Gasworks.
William Henry Tolbutt -	- - -	William Henry Tolbutt	House, Offices, and Yard.
Ditto - -	- - -	Ditto - -	Meadow and Shrubbery.
Ditto - -	- - -	Ditto - -	Meadow and Orchard.
Ditto - -	- - -	James Clarke - -	Windmill.
Richard Reynolds -	- - -	John Simkins - -	Cottage and Garden.
Assignees of Benjamin Severn.	- - -	—— Willoughby -	Stable-yard, and Farm Buildings and Cottage.
Ditto - -	- - -	John and Thomas Church and others.	Shrubbery.
Ditto - -	- - -	Ditto - -	The Lawn.
PARISH OF HORNCHURCH.			
Messrs. Ransom -	- - -	Edward Clarance -	House, Barn, and Homestead.
Ditto - -	- - -	Ditto - -	Garden.
Richard Reynolds -	- - -	Richard Reynolds -	Farm-house and Homestead.
Mrs. Cross - -	- - -	Michael Parish -	Farm-house and Buildings.
PARISH OF UPMINSTER.			
John Copeland - -	- - -	North Bigg - -	Farm-house and Homestead.
HAMLET OF BROOK STREET, IN THE PARISH OF SOUTH WEALD.			
Abraham Gardner, Esquire	- - -	—— Cook - -	Cottage and Garden.
Ditto - -	- - -	Abraham Gardiner -	Meadow and Plantation.
ChristopherThomas Tower, Esquire.	William Moulls -	William Moulls -	Woodland.
PARISH OF SHENFIELD.			
Lord Petre - -	- - -	- - -	Woodland.
—— Forbes - -	- - -	- - -	Woodland.
Captain Foy - -	—— Mayhew -	Samuel Sneesam -	Cottage and Garden.
Ditto - -	Ditto - -	Edward Wheel -	Ditto.
Ditto - -	Ditto - -	—— Mayhew - -	Barns, Farm-yards, and Outbuildings.
Cornelius Butler	- - -	John Potts - -	Cottage and Garden.
Captain Foy - -	James Halls -	Richard Baker -	House and Garden.
Ditto - -	Ditto - -	James Halls - -	Farm-yards, Barns, Stables and other Buildings.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF MOUNTNESSING.			
Lord Petre - -	- - -	Lord Petre - -	Woodland.
Mrs. Falconer - -	- - -	William Piper and George Staines.	Cottages and Gardens.
PARISH OF INGATESTONE.			
Lord Petre - -	- - -	George Bridge - -	Cottages and Gardens.
Ditto - -	- - -	—— Rolph - -	Cottage and Garden.
PARISH OF FRYERNING.			
William Woods -	- - -	William Woods -	Stackyard and Garden.
Warden and Fellows of Wadham College.	- - -	Henry Woods -	Ray Farm Homestead.
PARISH OF MARGARETTING.			
Lord Petre - -	- - -	Lord Petre - -	Woodland.
Patron of the Vicarage -	- - -	Reverend Alfred Suckling	Garden.
Ditto - -	- - -	Ditto - -	Garden.
Ditto - -	- - -	Ditto - -	Vicarage.
Ditto - -	- - -	Ditto - -	Churchyard.
Lord Petre - -	- - -	John Tabrum -	Garden.
Ditto - -	- - -	Ditto - -	Margaretting Hall Homestead.
John Baker - -	- - -	John Baker - -	Farm-house, Yards, Gardens, &c.
Ditto - -	- - -	Ditto - -	Occupation Road, Bridle Road, and Church-path.
Lord Petre - -	- - -	John Justice - -	House and Farm Buildings, Yards, and Gardens.
Elizabeth Palmer -	- - -	David Chapman -	Cottage and Garden.
Ditto - -	- - -	Joseph Simpson -	Ditto.
Ditto - -	- - -	John Mansfield -	Ditto.
Ditto - -	- - -	James Knight - -	Ditto.
Executors of the late R Greenwood.	- - -	John Nunn - -	Copsewood and a Pit.
Ditto - -	- - -	Ditto - -	Farm-house, Buildings, and Yards.
Ditto - -	- - -	Ditto - -	A Coppice.
PARISH OF WIDFORD.			
Henry Sewell - -	- - -	Newman Everitt -	Cottage and Garden.
Ditto - -	- - -	John Way - -	Ditto.
Joseph Esdaile - -	- - -	J. Wilkin - -	Ditto.
John Myson - -	- - -	John Holliday -	Ditto.
Ditto - -	- - -	Jemima Rogers -	Ditto.
William Watson -	- - -	William Usher -	Ditto.
Ditto - -	- - -	William Porter -	Two Ditto.
Ann Best - - -	- - -	Ann Best and her Undertenants.	House and Garden.
Ditto - -	- - -	—— Jones - -	Cottage and Garden.
Ditto - -	- - -	John Jones - -	Ditto.
Robert Wakerill - -	George Harvey -	William Holmes -	Cottage and Garden.
Ditto - -	Ditto - -	James Emmons - -	Ditto.
Ditto - -	Ditto - -	David Kemp - -	Ditto.
Ditto - -	Ditto - -	John Suckling -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Robert Wakerill - -	George Harvey -	George Harvey -	Garden Ground, and the Site of Six Cottages commenced building.
Do. - - -	Ditto - -	—— Sayer - -	Cottage and Garden.
Ditto - -	Ditto - -	—— Bailey - -	Ditto.
Ditto - -	Ditto - -	—— Guy - -	Ditto.
Ditto - -	Do. W. Maryon -	R. Warner - -	Ditto.
Ditto - -	Ditto - -	J. Eldred - -	Ditto.
Ditto - -	Ditto - -	—— King - -	Ditto.
Ditto - - -	Ditto - -	—— Thorn - -	Ditto.
Ditto - -	Ditto, John Poppy	John Poppy - -	Ditto.
Ditto - -	Ditto - -	Benjamin Mason -	Ditto.
Ditto - -	Ditto - -	Charles Mott - -	Ditto.
Ditto - -	Ditto - -	Richard Wolf - -	Ditto.
Ditto - -	Ditto - -	—— Knight - -	Ditto.
Ditto - -	Ditto - -	John Frost - -	Ditto.
Ditto - -	Ditto - -	Samuel Butcher -	Ditto.
Ditto - -	Ditto - -	—— Guy - -	Ditto.
Ditto - -	Ditto - -	William Barnard -	Ditto.
Ditto - -	Ditto - -	George Garnard - -	Ditto.
Ditto - -	Ditto - -	William Bundock -	Ditto.
Ditto - -	Ditto - -	—— Bunting - -	Ditto.

HAMLET OF MOULSHAM, IN THE PARISH OF CHELMSFORD.

Lady Jane St. John Mildmay.	- - -	Lady Mildmay - -	Moulsham Thrift Wood.
Edward Watson - -	- - -	Henry Sewell -	House, Windmill, and Buildings, Yard, and Garden.
Executors of the late Henry Lambirtt.	- - -	Francis Felton - -	Public House called the Good Woman, Outbuildings, Yard, and Garden.
Trustees of the Turnpike Road.	- - -	Turnpike Trustees -	Turnpike Road, Cottage and Garden, and Piece of Waste.
Spencer Phillips -	- - -	Charles Crooks - -	Farm-house, Yard, Outbuildings, and Garden.
Peter Cesar Labouchere -	- - -	Mary Bragg - -	Cottage and Garden.
John Faithful Fortescue -	- - -	Charles Crooks -	Cherry Orchard and Pasture.

PARISH of CHELMSFORD—*continued.*

Thomas Chalk - -	- - -	Mrs. Barnes - -	House and Premises.
Ditto - -	- - -	Thomas Chalk - -	Stable, Chaise House, and Garden.
Ditto - -	- - -	Ditto - -	Small House.
Gainsford Dixon -	- - -	Barnaby Bacon -	House and Land.
Ditto - -	- - -	William Wright -	Ditto.
Ditto - -	- - -	George King - -	Plough Public House and Premises.
Ditto - -	- - -	Gainsford Dixon -	House and Premises.
Ditto - -	- - -	Robert Dawson -	Ditto.
Ditto - -	- - -	Henry Hamilton -	Ditto.
Ditto - -	- - -	Jacob Cohen - -	Ditto.
Ditto -	- - -	Richard Doman -	Ditto.
Ditto - -	- - -	William Baker - -	Ditto.
Joseph Reader - -	- - -	Joseph Reader -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
William Mayhew -	- - -	Thomas Kinch - -	House and Premises.
William Pollard - -	- - -	John Banister and others	Tenements.
Ditto - -	- - -	William Turner and others	Ditto.
Ditto - -	- - -	Robert Butcher -	House and Premises.
Robert Bartlett -	- - -	Ditto - -	Ditto.
Lady Mildmay - -	- - -	William Baker - -	Carpenter's Shop, Yard, Garden, and Premises.
Executors of late R. Evans	- - -	Mary Burne - -	Ditto and a Shed.
Lady Mildmay - -	- - -	Samuel Brigsby -	Garden.
Ditto - -	- - -	Henry Seaton - -	Ditto.
Ditto - -	- - -	James Brown -	Ditto.
Ditto - -	- - -	John Hawkes - -	Ditto and Cottage.
Ditto - -	- - -	James Cook - -	Ditto and Wheelwright's Shop and Premises.
Ditto - -	- - -	James King - -	Garden.
Ditto - -	- - -	Joseph Reader - -	Ditto.
Ditto - -	- - -	Joseph Reader - -	Ditto.
George P. Mason -	- - -	John Audley - -	House and Premises.
Ditto - -	- - -	John Moss - -	Ditto.
Ditto - -	- - -	James Telfer - -	Ditto.
Ditto - -	- - -	Sarah Older - -	Ditto.
Ditto - -	- - -	William Bodliman Ewer	Ditto.
Ditto - -	- - -	Hannah Winden -	Town Field.
Ditto - -	- - -	James Webster -	Carpenter's Shop, House, and Premises.
George Jepp - -	- - -	George Jepp - -	Meadow and Stables.
Agnes Shobrook -	- - -	Benjamin Joslin -	House, Yard, Shops, Garden, &c.
Ditto - -	- - -	Agnes Shobrook -	Cottage.
Ditto - -	- - -	Mary Staines - -	House and Garden.
Thomas Chalk - -	- - -	John Wilce - -	Cottage.
Ditto - -	- - -	Edward Sage - -	Ditto.
Ditto - -	- - -	Henry Brook - -	Ditto.
Ditto - -	- - -	Thomas Nash -	Ditto.
Ditto -	- - -	William Winterflood -	Cottage.
Ditto - -	- - -	Mary Hull - -	Ditto.
Ditto -	- - -	Mary Stannard -	Ditto.
Ditto -	- - -	Henry Bigsby - -	Ditto.
Trustees of the Turnpike Road.	- - -	- - -	Chelmsford Street, or High Road to Braintree, &c.
Mr. Williams - -	- - -	Susan Davey - -	A House or Tenement.
Ditto - -	- - -	William Taylor and Elizabeth Hayward.	Houses and Yard.
Rev. Mr. Mildmay -	- - -	Various Tenants -	Garden Ground Allotments, Glebe.

PARISH OF SPRINGFIELD.

The Rev. Arthur Pearson.	- - -	Thomas Pledger -	Garden Ground.
Ditto - -	- - -	John Taylor - -	Ditto.
Ditto - -	- - -	Thomas Sharpington -	Ditto.
Ditto - -	- - -	Thomas Layzelle -	Ditto.
Ditto - -	- - -	John Edwards - -	Ditto.
Ditto - -	- - -	Thomas Polley - -	Ditto.
Ditto - -	- - -	Widow Stock - -	Ditto.
Ditto - -	- - -	Samuel Horsnell -	Ditto.
Ditto - -	- - -	Joshua Holding -	Ditto.
Ditto - -	- - -	George Young - -	Ditto.
Ditto - -	- - -	Edward Suckling -	Ditto.
Ditto - -	- - -	Shadrack Livermore -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
The Rev. Arthur Pearson	- - -	Thomas Drake - -	Garden Ground.
Ditto - -	- - -	John Payne - -	Ditto.
Ditto - -	- - -	John Skingsley -	Ditto.
Ditto - -	- - -	Robert Buck - -	Ditto.
Ditto - -	- - -	Thomas Parker -	Ditto.
Ditto - -	- - -	John Barker jun. -	Ditto, Glebe Land.
Ditto - -	- - -	Samuel Hills - -	Ditto.
Ditto - -	- - -	Thomas Gregory -	Ditto.
Ditto - -	- - -	Widow Meadows -	Ditto.
Ditto - -	- - -	William Bolingbroke -	Ditto.
Ditto - -	- - -	Thomas Harvey -	Ditto.
Ditto - -	- - -	Samuel Hemsby -	Ditto.
Ditto - -	- - -	William Dodd - -	Ditto.
Ditto - -	- - -	Thomas Sharpington -	Ditto.
Ditto - -	- - -	William Shed - -	Ditto.
Ditto - -	- - -	John Chambers - -	Ditto.
Ditto - -	- - -	Thomas Pilley - -	Ditto.
Ditto - -	- - -	Widow Stock - -	Ditto.
Ditto - -	- - -	Isaac Balls - -	Ditto.
Ditto - -	- - -	John Young - -	Ditto.
Ditto - -	- - -	John Chambers -	Ditto.
Ditto - -	- - -	William Josling -	Ditto.
Ditto - -	- - -	Thomas Ixor - -	Ditto.
Ditto - -	- - -	John Payne - -	Ditto.
Ditto - -	- - -	John Skingsley - -	Ditto.
Ditto -	- - -	Richard Carnal -	Ditto.
Ditto - -	- - -	William Bonnington -	Ditto.
Ditto - -	- - -	John Barker sen. -	Ditto.
Ditto - -	- - -	Samuel Hills - -	Ditto.
Ditto - -	- - -	Thomas Gregory -	Ditto.
Ditto - -	- - -	John Jarvis - -	Ditto.
Ditto - -	- - -	William Woolf - -	Ditto.
Ditto - -	- - -	Samuel Hemsby -	Ditto.
Ditto - -	- - -	Charles Drake - -	Ditto.
Ditto - -	- - -	John Clarke - -	Ditto.
Earl of Arran - -	- - -	Isaac Blyth - -	Field and Farm-yards.
Sir William Beauchamp Procter.	- - -	Thomas Sorrell -	Nursery Ground.
Earl of Arran - -	- - -	Isaac Blyth - -	Stack-yard.
Almshouses - -	- - -	William Gee and others	Almshouses.
William Stebbing -	- - -	William Stebbing -	Farm Premises.
- - -	- - -	- - -	Springfield Green.
Ditto - -	- - -	Thomas Sharpington -	Cottage and Garden.
Ditto - -	- - -	Joseph Devnish -	Ditto.
Benjamin Bryant -	- - -	William Barnes -	A Garden.
C. George Parker, Esquire	- - -	Various Tenants -	Allotment Gardens.
Ditto - -	- - -	Charles George Parker -	Pasture Land and Farm Premises.
John Candler - -	- - -	John Candler - -	Orchard and Garden.
Sophia Knight -	- - -	Ditto and another -	Cottage, Barn, and Farmery.
PARISH OF BOREHAM.			
Elizabeth Gerard -	- - -	Elizabeth Gerard -	Avenue and Walk.
J. Edward Walford -	- - -	James Haycock -	Cottage and Garden.
Ditto - -	- - -	Daniel Dowsett -	Ditto.
Ditto - -	- - -	Robert Blakes - -	Ditto.
Sir John Tyrell, Baronet	- - -	John Cole - -	GardenGroundAllotments.
Ditto - -	- - -	John Lodge - -	Ditto.
Ditto - -	- - -	John Everitt - -	Ditto.
Ditto -	- - -	Edward Everitt -	Ditto.
Ditto - -	- - -	Jonathan Agar - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Sir John Tyrell, Baronet -	- - -	John Everitt - -	Garden Ground Allotments.
Ditto - -	- - -	Daniel Dowset -	Ditto.
Ditto - -	- - -	Joseph Emery - -	Ditto.
Ditto - -	- - -	Joseph Archer - -	Ditto.
Ditto - -	- - -	Jeremy Ayton - -	Ditto.
Ditto - -	- - -	William Johnson -	Ditto.
Ditto - -	- - -	William Archer -	Ditto.
Ditto - -	- - -	Stephen Foster -	Ditto.
Ditto - -	- - -	Thomas Payne - -	Ditto.
Ditto - -	- - -	Robert Green - -	Ditto.
Ditto - -	- - -	Charles Brand - -	Ditto.
Ditto - -	- - -	Henry Harris - -	Ditto.
Ditto - -	- - -	Robert Clere Haseltoot	A Grove.
William Walford -	- - -	Zachariah Smith -	Cottage and Garden.
Ditto - -	- - -	John Lucking - -	Ditto.
Ditto - -	- - -	Thomas Shelley -	Ditto.
Ditto - -	- - -	Daniel Dowsett - -	Cottage and Garden.
Ditto - -	- - -	William Pavitt - -	Farm-yard.
Ditto - -	- - -	Ditto - -	Garden and Pasture.
Ditto - -	- - -	William Walford - -	Grove.
Robert C. Haselfoot, Esquire.	- - -	William Johnson -	Garden Ground Allotment.
Ditto - -	- - -	Henry Wilkinson -	Ditto.
Ditto - -	- - -	Thomas Shelly -	Ditto.
Ditto - -	- - -	Thomas Everitt - -	Ditto.
Ditto - -	- - -	James Wakeling - -	Ditto.
Ditto - -	- - -	William Stubbings -	Ditto.
Ditto - -	- - -	John Dowsett - -	Ditto.
Ditto - -	- - -	Thomas Dowsett & James Bland.	Ditto.
Ditto - -	- - -	John Perkins - -	Ditto.
Ditto - -	- - -	James Perkins -	Ditto.
Ditto - -	- - -	Henry Ewers - -	Ditto.
Ditto - -	- - -	Samuel Joyce - -	Ditto.
Ditto - -	- - -	Daniel Dowset - -	Ditto.
Ditto - -	- - -	William Springet -	Ditto.
Ditto - -	- - -	John Young - -	Ditto.
Ditto - -	- - -	Samuel Emery - -	Ditto.
Ditto - -	- - -	William Brightwell -	Ditto.
Ditto - -	- - -	Robert Dowset - -	Ditto.
Ditto - -	- - -	James Loveday & William Shonk.	Ditto.
Ditto - -	- - -	James Digby - -	Ditto.
Ditto - -	- - -	Thomas Valentine -	Ditto.
William Walford - -	- - -	Thomas Loveday - -	Cottage and Garden.
Ditto - -	- - -	Samuel Suckling -	Ditto.
Hollis Anthony - -	- - -	William Allen - -	A Wood.
Ditto - -	- - -	Ditto - -	Yard and Garden.
Ditto - -	- - -	Ditto - -	Farm-yard.
- - -	- - -	- - -	Public Road leading from the Cock Inn Boreham to Waltham, &c.
Thomas Seabrook - -	- - -	James Cook, John Dawson, William Hurrell, & Hannah Matson.	Four Cottages and Gardens.
John Stubbings - -	- - -	Thomas Beardwell, Thomas Shelly, & Mary Hart.	Garden.
Samuel Sharn - -	- - -	George Wright - -	Brick-yard, Shed, and Buildings.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF HATFIELD PEVERELL.			
Joseph Holden Strutt -	- - -	William Yeomans -	Pleasure Grounds, Pasture and Trees.
Abraham Johnson - -	- - -	Abraham Johnson -	Grove.
Samuel Shaen - -	- - -	Samuel Shaen - -	Plantation.
George Brudenell Nicholson Lovibond.	- - -	Pitt Beadle - -	Hatfieldbury Farm-house, Buildings, Yards, Gardens, &c.
Thomas Nicholas -	- - -	Thomas Chapman -	Cottage and Garden.
George Brudenell Nicholson Lovibond.	- - -	George Brudenell Nicholson Lovibond.	Jobs' Wood.
Isaac Foster - -	- - -	Isaac Foster - -	Wood End Farm-house, Buildings, Yards, and Garden.
PARISH OF WITHAM.			
William Henry Pattisson	- - -	Thomas Tracey & Joseph Foster.	Wood Land.
Thomas Alger and Samuel Lemon, Exors. of William Grimwood.	- - -	Stephen Gardner, John West, John Sayer, and —— Ling.	Four Cottages and Gardens.
Ditto - -	- - -	Joseph Foster - -	House, Buildings, Yards, and Garden.
—— Swinborne - -	- - -	—— Swinborne - -	Tan-yard and Buildings.
Thomas Alger and Samuel Lemon, Executors of William Grimwood.	- - -	Thomas Alger and Samuel Lemon, Executors of William Grimwood.	Orchard, Pasture and Fruit Trees.
Joseph Holden Strutt -	- - -	Ditto ; Cottage underlet to Charles Wood.	Cottage, Farm Buildings, Yard, and Garden.
John Edward Walford -	- - -	Unoccupied - -	House, Buildings, Yard, and Garden.
Ditto - -	- - -	William Frost and Robert Claydon.	Cottages and Gardens.
James Catchpool and Joseph Messer, Executors of Hoffguard Shoobridge.	- - -	Thomas Shoobridge -	House, Water Corn-mill, Buildings, Yards, &c.
Ditto - -	- - -	Ditto - -	Gardens.
Ditto - -	- - -	Ditto - -	Ditto and Plantation.
Ditto - -	- - -	Ditto - -	Plantation.
John Stammers - -	- - -	Joseph Butcher, William Hammond, —— Sparkes, —— Page, John Britton, William Ager, —— Gage, John Green, —— Eatherton, Joseph Sach, Joseph Abbot, —— Baker, —— Cook, Edward Kenfield, and —— Tiffen.	Cottages, Tenements, Yards, and Gardens.
John Hutley - -	- - -	William Cook and —— Chalk.	Tenements and Gardens.
John Crump - -	- - -	—— Smith - -	House and Garden.
Ditto - -	- - -	—— Low - -	Ditto
John Edward Walford -	- - -	John Edward Walford	House, Buildings, Yards, Gardens, &c.
James Beadle - -	- - -	—— Proctor -	House, Buildings, Yard, and Garden.
Ditto - -	- - -	James Beadle -	House, Buildings, Yard, and Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Parish of Witham -	- - -	Parish of Witham -	House, National Schools, and Yards.
Mr. Thomas Isaacs -	Mr. George Holland	Ben. Rule - -	Nursery Garden.
Peter Du Cane, Esquire -	Henry Barwell -	Henry Barwell -	Farm-house, Buildings, Yard, &c.
PARISH OF RIVENHALL.			
Lord Western -	Joseph Lake -	Joseph Lake - -	Farm-house, Buildings, Yard, &c.
Ditto - -	Ditto -	Ditto - -	Stack-yard.
Ditto - -	Ditto -	Ditto - -	Orchard.
PARISH OF KELVEDON.			
Charles Dennis -	- - -	Charles Dennis -	Farm-house, Yard, Buildings, &c.
Lord Western -	- - -	—— Lungley -	Ditto.
Rev. Charles Dalton -	- - -	Rev. Charles Dalton -	Vicarage, Pleasure Ground, Yard, Stables, &c.
Ditto - -	- - -	Ditto - -	House, Lawn, &c.
Ditto - -	- - -	Ditto - -	Kelvedon Church and Church-yard.
Ditto - -	- - -	Ditto - -	Cottage and Garden.
Ditto - -	- - -	Ditto - -	Farm-yard, Buildings, &c.
Mrs. Harrison -	- - -	Miss Cantley -	Dwelling House, Garden, &c.
Ditto - -	- - -	Mr. Smith - -	Ditto.
Ditto - -	- - -	Mrs. Harrison -	Ditto.
Thomas Archer -	- - -	Thomas Archer -	Market Garden.
Lord Western - -	- - -	William Cheek -	Ditto.
—— Patmore -	- - -	- - - -	Three Cottages and Gardens.
Lord Western - -	- - -	Messrs. Gazzard and South	Market Garden.
Rev. James Dunn -	- - -	James Archer - -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto.
Lord Western - -	- - -	Richard Abbot -	Ditto.
Samuel Matthews -	- - -	Samuel Matthews -	Garden.
William Siggers -	- - -	William Siggers -	Ditto.
Lord Western - -	Richard Bickmore	Richard Bickmore -	Farm-house, Buildings, Yards, &c.
- - - -	- - -	- - - -	Church Path.
Mary French - -	- - -	Barrels and Pudners -	Two Cottages and Gardens.
Ditto - -	- - -	Richmond, Corsell, and Gazzard.	Three Ditto - Dio
Miss Adams - -	- - -	Rudkin, Hughes, and Cornell.	Ditto - Ditto.
PARISH OF FEERING.			
—— Carter - -	- - -	In hand - -	Plantation and Mound.
Cowlin Everett -	- - -	Cowlin Everett -	Rye-mill, House, and Garden.
Ditto - -	- - -	Ditto - -	Meadow Orchard.
Ditto - -	- - -	Ditto - -	Stabling, &c.
—— Earl - -	Joseph Everett -	Joseph Everett - -	Farm-yard, &c.
—— Thorpe - -	Richard Woodward	Richard Woodward -	Old Will's Farm (Part of).
William Wainman -	Smith Lungley -	Smith Lungley -	Homestead.
PARISH OF MARKSTEY.			
William Brown -	- - -	Charles Crabb -	Cottage and Garden.
Ditto - -	- - -	John Prentice -	Ditto.
—— Procter - -	- - -	Susannah Mead -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Sarah Fairhead -	- - -	Sarah Fairhead -	Cottage and Garden Orchard.
John Ambrose -	- - -	- - - -	Two new Cottages and Gardens.
Ditto - -	- - -	Thomas Allison -	Cottage and Garden.
Ditto - -	- - -	Thomas Staton -	Ditto.
John Dennis - -	- - -	James Keeble -	Ditto.
Ditto - -	- - -	James Wakely -	Ditto.
Sir J. R. Rowley, Baronet	- - -	William Chaplin -	Ara.
Rev. Peter Wright -	- - -	Mary Nice - -	Cottage and Garden.
PARISH OF EAST THORPE.			
John Godfrey - -	Lawrence Orpen -	Lawrence Orpen -	Wood.
Ditto - -	Ditto -	Ditto - -	Barn, Yard, Pond, &c.
Ditto - -	Ditto -	Ditto - -	Plantation.
PARISH OF COPFORD.			
David Bell Haynes, Esquire	William Cattlin -	William Cattlin -	Pleasure Grounds and Water.
Ditto - -	Ditto - -	Ditto - -	Garden.
Thomas Birch Western, Esquire.	John Wagstaff -	John Wagstaff - -	Labourer's Cottage.
PARISH OF STANWAY.			
Thomas Birch Western, Esquire.	John Wagstaff - -	John Wagstaff - -	Manor, Farm-house, Stabling, Outbuildings, Yards, Rick-yards, and small Croft adjoining.
Henry Skinsley, Esquire -	Daniel Cowlands -	Daniel Cowlands - -	Brick Stables, Farm-house, and Gardens.
Ditto - -	Ditto - -	Ditto - - -	Outbuildings, Stabling, Rick-yard, &c.
Thomas Daniels, Esquire	John Wright - -	John Wright - -	Chitt's Hill Farm-house and Outbuildings.
PARISH OF LEXDEN (COLCHESTER).			
Charles Phillips, Esquire	- - -	Himself - - -	Plantation.
Ditto - - -	- - -	Ambrose Carter and John Wheeler.	Two small Cottages.
Ditto - - -	- - -	Himself - - -	Plantation.
Ditto - - -	- - -	Ditto - - -	Ditto.
John Fletcher Mills, Esquire.	- - -	Ditto - - -	Garden.
Ditto - -	- - -	Ditto - - -	Hole Farm-house, Outbuildings, &c.
Rev. John Royston Papillion.	John Vince - -	John Vince - -	Wood.
Ditto - -	John Marchant -	John Marchant - -	Lane from Lexden Lodge Farm-house.
Ditto Mary Keeble	William Morten -	William Morten - -	Market Garden.
PARISH OF SAINT MICHAEL (MILE END, COLCHESTER).			
Corporation of Colchester	Thomas Alston -	Thomas Alston - -	Garden, House, and small Croft.
Rev. Doctor Warde -	- - -	Timothy Gall - -	House and Garden.
William Morten - -	- - -	Himself - - -	Market Garden.
Richard Patmore - -	- - -	Samuel Wright - -	Ditto.
George Morten - -	- - -	Himself - - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF SAINT BOTOLPH (COLCHESTER).			
Earl de Grey - -	- - -	John Clay - -	Dillbridge Farm-house, Outbuildings, &c.
James Cannam -	- - -	Himself - - -	Cottage and Garden.
J. B. Mash, Esq^re -	John Fitch -	John Fitch - -	Shaw's Farm-house, &c.
PARISH OF GREENSTED (COLCHESTER).			
Earl de Grey - -	- - -	Himself - - -	Wood.
John Felby - - -	- - -	Ditto - - -	House and Garden.
Mary Clay - -	- - -	Herself - - -	Dwelling House, Stable, Orchard, Garden, &c.
Edward Rayner - -	- - -	Philip Porter - -	Cottage and Garden.
John Tatom - -	- - -	Himself - - -	Orchard.
Ditto - - -	- - -	Ditto - -	Cottage.
James Nash - - -	John Reeve - -	John Reeve - -	Farm-house, Yard, &c.
—— Lamb - -	- - -	John Chilvers - -	Cottage.
Earl de Grey - -	William Blomfield	William Blomfield - -	Farm-house, &c.
David Todd - -	- - -	Isaac Bannocks - -	Cottage.
Earl de Grey - -	- - -	David Porter - -	Ditto.
David Todd - -	- - -	Himself - -	Barn and Yard.
Ditto - - -	- - -	Ditto - - -	Garden.
Henry Dines - -	- - -	William Dines - -	Cottage.
Ditto - -	- - -	John Bryan - -	Ditto.
Ditto - - -	- - -	Charles Bryan - -	Ditto.
Ditto - -	- - -	- - -	Ditto.
Ditto - - -	- - -	Sarah Robertson - -	Cottage and Garden.
Ditto - -	- - -	Ditto - -	Garden.
James Dines - -	- - -	(Empty) - -	Cottage.
Ditto - - -	- - -	John Cannam -	Ditto.
James Dines - -	- - -	Richard King and John Saunders.	Two Cottages.
Ditto - -	- - -	Himself - - -	Cottage and Garden.
Ditto - - -	- - -	John Cannam -	Ditto.
Ditto - -	- - -	Himself - -	Garden.
James Nash - -	- - -	George Barton - -	Garden and House.
John Wrench - -	- - -	Thomas Thompson -	Ditto.
Henry Dines - -	- - -	Himself - - -	House, Beer-shop.
Ditto - -	- - -	Ditto - - -	Garden.
—— Wrench - -	- - -	Ditto - - -	Ditto.
PARISH OF SAINT JAMES (COLCHESTER).			
—— Austin - -	- - -	Himself - -	Nursery Ground.
Ditto - - -	- - -	Ditto - - -	Orchard.
PARISH OF ARDLEIGH.			
J. B. Mash, Esq^re - -	John Fitch - -	John Fitch - -	Part Farm-house and Yard.
Ditto - - -	Ditto - -	Ditto - - -	Garden.
Ditto - - -	Ditto - -	Ditto - - -	Ditto.
Mrs. King - - -	John Bromley -	John Bromley - -	Coppice or Cops.
J. M. Leake, Esq^re.			
Mr. Robert Harvey.			
PARISH OF DEDHAM.			
Daniel Blythe - -	- - -	Daniel Blyth - -	Farm-yards.
Ditto - -	- - -	Robert Ham and John Phillips.	Cottage and Garden.
Ditto - - -	- - -	Daniel Blyth - -	Plantation.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Peter Davy - - -	- - -	William Appleby, William Mare, and William Cole.	Cottages and Yards.
Mary Everitt - -	- - -	William Parsons -	Farm-yards.
Mrs. Spurgeon - -	- - -	George Bloomfield -	Ditto.
George Bloomfield - -	- - -	Ditto - -	Ditto.
William Wallis Francis -	- - -	Edward Clark - -	Cottages and Yards.
Ditto - -	- - -	Peter Moss - -	Farm-yards.
PARISH OF ARDLEIGH.			
John William Egerton Green, Esquire.	- - -	John Fenn sen. -	Farm-yards.
Ditto - -	- - -	Ditto - -	Farming Outbuildings.
John Cole - -	- - -	John Cole - -	House and Garden.
Ditto - -	- - -	Ditto - -	Garden.
J. Egerton Green -	- - -	Labourers - -	Cottages and Gardens.
James Barrell - -	- - -	James Barrell - -	Ditto.
Edward Reeve - -	- - -	Edward Reeve - -	Plantation.
Ditto - -	- - -	Ditto - -	Farm-house and Yards.
Ditto - -	- - -	Ditto - -	Gardens.
Town Land - -	- - -	The Parish Officers -	Workhouse and Town-houses.
William Scoging - -	- - -	William Scoging -	House and Gardens.
John Bedford - -	- - -	John Bedford - -	Farm-yards.
William Smith - -	- - -	William Draper and Ambrose Fuller.	House and Garden.
Ann Crauston - -	- - -	Abraham Waller & William Went.	Cottage and Gardens.
Samuel Cooper - -	- - -	Samuel Cooper - -	Farm-house and Yards.
John Bedford - -	- - -	George Brailey, Benj. Cole & John Osborne.	Cottages and Gardens.
George Round - -	- - -	William Mason - -	Farm-house, Garden, and Yards.
Jonathan Bull - -	- - -	George Braile, Benjamin Cole and John Osborne.	Cottages and Gardens.
William George Round -	- - -	Ditto - -	Ditto.
Samuel Cooper - -	- - -	Samuel Cooper -	Farm-house and Yards.
Mrs. Mary King - -	- - -	Herself - -	Cottage and Garden.
George Round - -	- - -	Zachariah Warren -	Mill and Garden.
Benjamin Nice - -	- - -	Labourers - -	Cottage and Garden.
Ditto - -	- - -	Ditto - -	Ditto.

County of Suffolk.

PARISH OF EAST BERGHOLT.

Anthony William Johnson Deane.	- - -	William Tolkard -	Norton's Barn and Yards.
William Green - -	- - -	William Green - -	Malt Office, House, and Yards.
John Green - -	- - -	Ditto - -	—
Thomas Parker - -	- - -	Thomas Parker - -	House, Barn, and Yards.
Sidey Constable - -	- - -	Sidey Constable -	House and Grounds.
James Charles Tyrrel Oakes, Esqre.	- - -	Himself - -	Ditto.
Sidey Constable - -	- - -	John Brown - -	Cottage and Garden.
S. John Notcut - -	- - -	Abraham Constable -	Cottage.
William Foulger -	- - -	Himself - -	Cottages and Garden.
Walter Clerk - -	- - -	Labourers - -	Ditto.
William Green - -	- - -	William Green -	Cottage and Gardens.
Abraham Constable -	- - -	Abraham Constable -	Farm-house and Yards.
Ditto - -	- - -	Ditto - -	Water-mill and Premises.
Susannah Gould -	- - -	James Chapman -	Cottage and Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF CAPEL SAINT MARY.			
Cowper William Brook, Esquire.	- - -	C. W. Brook - -	Arable Land with Cross-green Barn.
Ditto - -	- - -	Ditto - -	Wood called Nursery Wood.
Countess of Dysart -	- - -	Countess of Dysart -	Wood called Hull Wood.
PARISH OF BENTLEY.			
Countess of Dysart -	- - -	Countess of Dysart -	Wood called Ingrey Wood.
Anthony William Johnson Dean, Esquire.	- - -	John Gosnall - -	Meadow with Cottage.
Ditto - -	- - -	Ditto - -	Meadow with Cottage and Orchard, and House with a small Plantation.
Benjamin Keen - -	- - -	John Josselyn - -	Meadow with old Hall and Buildings.
Countess of Dysart -	- - -	Countess of Dysart -	Wood called Old Hall Wood.
PARISH OF BELSTEAD.			
Sir Robert Harland, Baronet.	- - -	Himself - -	Wood called Baldrey's Wood.
Belstead Parish Officers -	- - -	Rev. A. Steward -	Arable with Cottage and Garden.
Miss E. C. and S.C. Innes	- - -	Mr. Sheppard - -	Part Arable and Part Pasture, with House, Buildings, &c.
PARISH OF WASHBROOK.			
Sir John Fenner's Charity	- - -	Mr. R. Ashford - -	Arable, with House, Yards, &c. in Sproughton.
PARISH OF SAINT MARY STOKE.			
Mrs. Collinson - -	- - -	Mr. John Ransom -	Meadow and Cottage, Part in the Parish of Sproughton.
Ditto - -	- - -	Ditto - -	Meadow with Crane Hall, in the Occupation of Mrs. Allen.
Corporation of Ipswich -	- -	Henry Waller - -	Buildings, Yards, and Gardens.
PARISH OF SAINT MATTHEW (IPSWICH).			
Executors Rev. James Hitch	- - -	Thomas Shorten - -	Building, Yards, and Gardens.
John Orford, Esq^re. - -	- - -	Himself - -	House, Gardens, Plantation, &c.
PARISH OF WHITTON.			
William B. Martin, Esquire	- - -	—— Knights - -	Dale Hall, Buildings, Yards, &c.
Ditto - - -	- - -	Ditto - - -	Cottage and Garden.
Rev. Edward Woolnough	- -	Himself - -	Mansion, Gardens, Plantations, &c.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		PARISH OF WITNESHAM.	
Rev. P. Meadows -	- - -	Richard Flowerdew -	Witnesham Hall, Buildings, Yards, &c.
Daniel Meadows, Esquire	- - -	Daniel Meadows - -	Burridge Hall, Mansion, Garden, Yard, and Plantation.
Ditto - - -	- - -	Ditto - -	Cottage, Garden, &c.
		PARISH OF ASHBOCKING.	
Thomas White - -	- - -	—— Wilson - -	Cottage and Yard.
Ditto - -	- - -	Ditto - - -	Buildings, Yards, and Orchards.
Countess of Dysart -	- - -	William Mayhew and Under-tenant.	Cottage and Garden.
		PARISH OF GOSBECK.	
Joseph Burch Smyth, Esquire.	- - -	James Wade - -	Farm-house, Yards, and Buildings.
Countess of Dysart -	- - -	William Mayhew and Under-tenant.	Cottage and Yard.
Samuel Alexander, Esquire	- - -	Mr. Basket - -	Plantation.
Ditto - -	- - -	Ditto - -	Cottage and Yard.
Ditto - -	- - -	- - -	Ditto.
Countess of Dysart -	- - -	John Mayhew and Under-tenant.	Ditto.
Late Freeman - -	- - -	William Freeman -	House and Yard.
		PARISH OF PETTAUGH.	
Stonham Aspall Parish -	- - -	James Mayhew - -	Part Lane adjoining Stonham Aspall Parish.
		PARISH OF DEBENHAM.	
Mr. Edward Lock -	- - -	Mr. James Norris -	Orcharding.
Mark Wade, Esqre. - -	- - -	Mr. Edward Dool -	Farm, Cottage, Barn, Yard, Garden, and Orchard.
Corporation of Ipswich -	- - -	Mr. Lionel Dove -	Farm-house and Outbuildings, Orchards, Gardens, and Meadow.
Ditto - -	- - -	Ditto - -	Pasture Land with Cart Shed.
Ditto - -	- - -	Ditto - -	Ditto, with Barn and Straw Yard.
		PARISH OF WETHERINGSETT.	
Mr. Simons -	- - -	Mr. Roper - -	Farm, Cottage, Yard, and Barn, Orchards and Garden.
Lord Henniker - -	- - -	Mr. Daniel Jeffries -	Farm, Cottage, Yard, Ponds, and Meadow Land.
Colonel Brooke - -	- - -	George Haywood -	Farm, Cottage, Yard, Buildings, and Field.
George Mortimer	- - -	George Mortimer -	The Mill and Ground on Wetheringsett Great Green Common.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Jeremiah Haywood -	- - -	Jeremiah Haywood -	Two Cottages, Orchards, Garden, Wheelwright's Shop, &c.
William Kerry - -	- - -	Thomas Hammond -	Farm Cottage, Barn, and Yard.
Joseph Jeffries - -	- - -	Daniel Jeffries - -	Cottage Garden, &c., Orchard and Meadow.
Robert Woodward -	- - -	Henry Woodward -	Cottage Garden.
Joseph Jeffries - -	- - -	Daniel Jeffries - -	Farm-house, Yard, and Premises.
Jona. Seaman - -	- - -	Jona. Seaman - -	Farm Cottages, Water, &c.
Daniel Jeffries - -	- - -	Joseph Jeffries -	Barn Yard and small Meadow.
- - -	- - -	- - -	Green, called Pound Lane, Commonable Land.
- - -	- - -	- - -	Ditto, called Pot-ash Lane.
William Kerry - -	- - -	Thomas Tye - -	Blacksmith's Shop and Premises, House, &c.
H. D. Hemsworth, Esquire	- - -	Mr. Thomas Cobbold -	Farm-house, Barn, Stable, Offices, Ponds, Gardens, Orcharding, Shrubberies, and Meadow Land.
Mr. William Grimwade -	- - -	Mr. William Grimwade	Orchard and Pond.
Ditto - - -	- - -	Ditto - - -	Farm-house, Lawn, Garden, Orchard, Rick-yard, &c.

PARISH OF THORNDON.

H. D. Esterre Hensworth, Esqre.	- - -	Mrs. Hammond -	A Garden.
Ditto - -	- - -	Ditto - -	An Orchard.
James Hammond -	- - -	Michael Hammond -	A Rick-yard.

PARISH OF STOKE ASH.

George Jackson - -	- - -	George Canter - -	A Grove of Trees.
Ann Hamond -	- - -	In hand - -	A Piece of Copse.
George Jackson - -	- - -	George Canter - -	A Cottage, Barn, Shed, and Garden.
Rev. George Walker -	- - -	—— Cooper - -	A Farm-house, Barn, Stable, Sheds, Yard, and Inclosure of Arable.
Selsby Hunt - -	- - -	David Brandley -	A Farm-house, Barn, Stable, Sheds, Yard, and Meadow.

PARISH OF EYE.

Rev. N. D. Eye - -	- - -	(In hand) - -	A Plantation.
Ditto - -	- - -	Ditto - -	Two Cottages and Gardens.
Ditto - -	- - -	Ditto - -	A Plantation.
Sir Edward Kerrison -	- - -	John Manning - -	A Barn, Lodge, and Yard.
Ditto - -	- - -	(In hand) - -	A Plantation.
Ditto - -	- - -	George Manning -	A Garden.
Ditto - -	- - -	Ditto, William French, and David Mole.	Two Cottages and Gardens, called the Pot-ash House.
Samuel Manning -	- - -	William Jacobs, —— Edwards.	A Cottage and Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF BROME.			
James Dove - -	- - -	Robert Corbett -	The Windmill, Dwelling House, Outbuildings, and Land.
Sir Edward Kerrison -	- - -	(In hand) - -	A Plantation.
Ditto - -	- - -	- - -	A Cottage and Land.
—— Drane - -	- - -	(In hand) - -	A Cottage and Garden.
John Kirby - -	- - -	- - -	A Dwelling House, Yard, and Garden.
Ditto - -	- - -	- - -	A Ditto, Outbuildings, Yard, and Garden.
Mr. Lingwood - -	- - -	(In hand) - -	Dwelling House, Offices, Pleasure Ground, and Meadow.
Samuel Manning -	- - -	John Shepherd - -	A Cottage, Barn, Stable, Shed, Yard, and Garden.
Lord Bayning, as Rector of Brome Parish.	- - -	(In hand) - -	The Rectory House, Offices, Coach-house, Stables, Yards.
Ditto - -	- - -	(In hand) - -	Gardens, Pleasure Grounds, and Meadow.
Ditto - -	- - -	Ditto - -	Plantation.
The Overseers of the Parish of Brome.	- - -	(In hand) - -	The Poorhouse and Garden.
Sir Edward Kerrison -	- - -	- - -	Two Tenements and Gardens.
Robert Knipe Cobbold, Esq.	- - -	Jeremiah Curtis - -	The Swan Public House, Outbuildings, and Yards.
Sir Edward Kerrison -	- - -	William Leader sen. & jun.	Two Tenements and Garden.
Ditto - -	- - -	Seymour Crawford -	A Cottage and Garden.
Ditto - -	- - -	George Marsh - -	Two Cottages and Gardens.
Ditto - -	- - -	(In hand) - -	A Plantation.
Ditto -	- - -	George Marsh - -	A Farm-house, Outbuildings, Yards, and Garden.
PARISH OF OAKLEY.			
Sir Edward Kerrison -	- - -	(In hand) - -	A Plantation.
Ditto - -	- - -	- - -	Two Tenements and Gardens.
County of Norfolk.			
PARISH OF SCOLE.			
Miss Maria Cooke -	- - -	Thomas Mines - -	A Plantation.
Mrs. Treble -	- - -	Edward Brown -	A Garden.
Ditto -	- - -	William Cooke - -	A Cottage and Garden.
Sir Edward Kerrison -	- - -	Henry Rogers - -	A Tenement and Garden.
Mr. Sheriff - -	- - -	Robert Aldous -	The King's Head Public House and Premises.
Mrs. Whittaker - -	- - -	Herself - - -	Plantation and Lawn.
HAMLET OF THORP PARVA.			
George Saint Vincent Wilson, Esq.	- - -	John Lines - -	A Farm-house, Premises, Yards, and Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF DECKLEBURGH.			
Miss Hannah Lee - - - -		Garrod and Brown -	Double Cottage and Garden.
Mrs. Anne Dixon - - - -		William Smith - -	House, Premises, Yard, and Garden.
Mr. Dixon - - - - -		Robert Saunders -	An Arable Field, Cottage, and Barn.
Ditto - - - - -		Ditto - -	A Cottage, Barn, and Arable Land.
Mr. Robert Saunders - - - -		Ditto - -	A Cottage and Garden.
Mr. Sparks - - - - -		Robert Garland - -	A Cottage, Barn, and Garden.
Mr. Thomas Dye - - - -		Thomas Dye - -	An Arable Field and Cottage.
Mr. Noah Thrower - - - -		Noah Thrower - -	A Windmill.
Ditto - - - - -		Ditto - -	Garden, Mill-house, and Road to Mill.
The Reverend Mr. Gilbank - - -		William Smith -	A Garden.
Mr. Davey - - - - -		Charles Vice - -	An Arable Field, Cottage, and Homestead.
Mr. Thomas Garland - - - -		- - -	Cottage and Garden, and Arable Field.
George Kett, Esq. - - - -		Robert Dix - -	A Farm-house, Premises, Yards, Cottage, &c.
Mr. Crooks - - - - -		—— Hubbard - -	A House, Barn, and Premises.
Lord Ashburton - - - -		Ditto - -	Ditto.
PARISH OF PULHAM SAINT MARY.			
—— Arnot, Esq. - - - -		—— Chipperfield -	Farm-house, and Buildings, Garden, &c.
—— Crickmore, Esq. - - - -		Mr. Crickmore -	The Lawn.
Ditto - - - - -		Ditto - -	Cottage and Garden.
Ditto - - - - -		Ditto - -	Mansion, Farm-house, and Premises and Garden.
PARISH OF PULHAM SAINT MARY MAGDALEN.			
Mrs. King - - - - -		Herself - -	House, Yards, and Pasture.
Mr. John Crickmore - - - -		Benjamin Skinner -	Cottage, Garden, &c.
Mr. Goatson - - - - -		Mr. Rackham - -	Mill, Cottages, Yard, and Land.
Sir Freeman Barton - - - -		Mr. Gooch - -	Dwelling House and Pasture Ground.
Mr. John Goatson - - - -		Isaac Jeffreys and others	Cottages and Gardens.
Mr. William Lock - - - -		Frederick Burroughes -	Ditto.
Ditto - - - - -		Himself - -	House and Orchard.
Jonathan Rivett - - - -		Ditto - -	Cottage and Garden.
Mrs. Riches - - - - -		Herself - -	Small Pasture.
Charles Dunn - - - - -		Himself and others -	Cottages and Gardens.
Mrs. Riches - - - - -		Herself - -	Pasture Land.
John Steward - - - - -		James Smith - -	Jolly Farmers Public House, and Garden.
Mr. Drake - - - - -		Capt. Hudson - -	House and Land.
Ditto - - - - -		Ditto - -	Plantation.
PARISH OF STRATTON SAINT MARY.			
Rev. Ellis Burroughs - - - -		Samuel Gilbert -	Homestead.
Ditto - - - - -		Ditto - -	Plantation.
Mr. John Fryer - - - -		Himself - -	Homestead.
Mr. Thomas Walne - - - -		John Gray and others -	Cottage and Land.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PARISH OF STRATTON SAINT MICHAEL.			
Thomas Walne - -	- - -	Himself - -	Cottage and Gardens.
Alfred Goldworth -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Arable Land and new Cottage.
Ditto - -	- - -	Ditto - -	Plantation.
PARISH OF MOURNING THORPE.			
Alfred Goldworth -	- - -	Himself - -	DwellingHouse,Orchards, Gardens, &c.
Ditto - -	- - -	Ditto - -	Cottage and Garden.
PARISH OF HEMPNALL.			
Hon. Capt. Irby -	- - -	Mr. William Ellis -	Cottage and Plantation.
PARISH OF TASBURGH.			
Hon. Capt. Irby - -	- - -	Himself - -	Plantation.
Ditto - -	- - -	Mr. William Ellis -	Homestead.
Ditto - -	- - -	Ditto - -	Cottages, Gardens, and Pasture.
Executors of late Gostling	- - -	—— Millett -	Plantation.
PARISH OF SAXLINGHAM.			
Rev. William Walford -	- - -	Mr. Charles Neave -	Homestead.
Mr. Brentford - -	- - -	—— Brown and others	Cottages and Pightle.
PARISH OF STOKE HOLY CROSS.			
Mrs. Gurney - -	- - -	Joseph John Gurney -	Plantation.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Francis Spalding -	Farm-house, &c.
Ditto - -	- - -	John Cook - -	House and Garden.
Sir Robert John Harvey	- - -	Mr. Whittaker -	Lime-kiln and Barn.
Mr. John Bond - -	- - -	Joseph Coleman and others.	Dwelling House,Cottages, and Gardens.
Ditto - -	- - -	John Bond - -	House,Garden, and Land.
Rev. Robert Long -	- - -	Daniel Neave and others	Cottages and Gardens.
Mr. Robert Pearce -	- - -	Himself and others -	Public House, Cottages, and Gardens.
Sir Robert John Harvey	- - -	Aldridge King and others	Cottages and Gardens.
Jeremiah Colman -	- - -	John Wright and others	Cottages and Gardens,&c.
Ditto - -	- - -	Himself - -	Arable Land,Cottages,&c.
Rev. Robert Long -	- - -	Himself - -	Ditto.
Miss Arabia Woolsey -	- - -	Charles Huggins -	Public House, Garden, and Land.
Ditto - -	- - -	Ditto - -	Orchard.
PARISH OF LAKENHAM.			
Mrs. Southwell - -	- - -	WilliamMatchett,Esquire	Plantations, &c.
PARISH OF TROWSE MILLGATE.			
James Bell, Esquire -	- - -	Himself & Co. -	Meadow and Water-mill.
Ditto - -	- - -	Ditto - -	Dwelling House, &c.
Mrs. A. D. Martineau -	- - -	Richard Jarvis -	Garden, &c.
Ditto - -	- - -	Mrs. Hodge - -	Pleasure Ground.
Ditto - -	- - -	Richard Jarvis -	Arable Land and Garden.
Ditto - -	- - -	Samuel Greenfield -	Garden,Cottage, and Land.
	- - -	Himself and Messrs. Steward & Pattison.	Carrow Staithe and Malting Offices.
Mrs. Riches - -	- - -	Reverend D.Drake &others	DwellingHouse andGarden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.

City and County of Norwich.

PARISH OF TROWSE NEWTON.

Dean and Chapter of Norwich.	Col. Money -	Finch & Osborne -	House and Garden Ground.
John le Fevre - -	- - -	George Tate - -	Ditto.
Dean and Chapter -	Col. Money -	Robert Harris - -	Ditto.
Ditto - -	Ditto -	Earsham Turner -	Farm-house, Buildings, Yards, and Meadow.
Ditto - -	Ditto -	Ditto - -	Arable Lands and Wood, 8 Parcels.
Ditto - -	Ditto -	James King -	White House Inn and Pleasure Grounds.

County of Norfolk.

PARISH OF WITLINGHAM.

Edward Lombe, Esquire	- - -	Robert Corby - -	Orchard, Land, and Marshes.

PARISH OF POSTWICK.

Ann Gostling - -	- - -	Ann Gostling - -	House, Pleasure Grounds, &c.
Ditto - -	- - -	Anne Cliffen - -	Cottage and Garden.
Earl of Rosebery -	- - -	John Siely - -	Six detached Gardens situate on the North Side and adjoining to Two Cottages and Gardens in the Occupation of Richard Goodesham and James Edwards.
		Henry Plummer -	
		Wm. Attoe sen. -	
		Wm. Attoe jun. -	
		Geo. Attoe - -	
		John Plummer -	

PARISH OF BRUNDALL.

Reverend L. B. Foster -	- - -	Benstead Bugg - -	House, Carpenter's Shop, Yards, &c.
Charles Weston, Esquire	- - -	Edward Cock - -	Ram Public House and Land.
Reverend L. B. Foster -	- - -	Reverend L. B. Foster -	Farm-house, Yards, and Buildings.
Ditto - -	- - -	Ditto - -	Cottages and Land.
Reverend Charles Penrice	- - -	Brundall Glebe -	Church-yard.
Thomas Tuck, Esquire -	- - -	Thomas Tuck, Esquire -	Wood.
Ditto - -	- - -	Ditto - -	Farm-yards and Buildings.
Ditto - -	- - -	Ramm, Goodings and others	Cottages.
John Culley - -	- - -	Laws & Cubitt -	Houses and Gardens.
Richard Gillett - -	- - -	Richard Gillet -	House and Garden.
James Glasby - -	- - -	James Glasby - -	House and Yards.
Reverend W. H. Marsh -	- - -	Reverend W. H. Marsh	Farm-house and Yards.
George Howlett -	- - -	Samuel Gowing -	Cottage and Garden.
Reverend L. B. Foster -	- - -	Chapman, Baily, and others	Cottage and Gardens.

PARISH OF BRADESTONE.

Reverend L. B. Foster -	- - -	James Smith - -	Cottages and Blacksmith's Shop.
Robert Culley - -	- - -	Ramm, Marshall, and Cory	Ditto and Gardens.
Richard Gillett - -	- -	Richard Gillet - -	Garden.
Reverend W. H. Marsh -	- - -	Reverend W. H. Marsh	Barn and Arable Land.
Ditto - -	- - -	Widow Baily - -	White Horse Public House.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PART OF THE PARISH OF BRADESTONE.			
Thomas Tuck, Esquire -	- - -	Robert Tuck - -	Bradeston Hall.
PARISH OF LINGWOOD.			
William Code - -	- - -	William Code - -	House and Land (Garden).
Ditto - -	- - -	Code, Hines, Heydon, & others.	Houses and Gardens.
James Merrison - -	- - -	James Merrison -	House and Garden.
William Norfor -	- - -	Bridgeman and Merrison	Ditto.
H. N. Burroughes, Esquire	- - -	Aaron Rope - -	King's Head Public House and Premises.
Robert Read - -	- - -	Wilson and Hurn -	Cottage and Garden.
R. N. Burroughes, Esquire	- - -	Robert Read - -	House and Premises.
Surveyors - -	- - -	Surveyors and Overseers	House, Premises, and Pleasure Grounds.
H. N. Burroughes, Esquire	- - -	Gilbert and Cutting -	Cottage and Garden.
Henry Burstall -	- - -	Robert Chapman -	House and Premises.
Ditto - -	- - -	Robert Minister -	Ditto and Carpenter's Shop.
PARISH OF BEIGHTON.			
Reverend J. Burroughes -	- - -	James Carver - -	Farm-house and Premises.
Cyrus Gillett - -	- - -	Cyrus Gillett - -	Farm-house, Premises, and Land.
Ditto - -	- - -	Ditto - -	Pasture Land and Premises.
Ditto - -	- - -	Hobbles and Slopper -	Cottages and Gardens.
PARISH OF KELE.			
Lord Calthorpe - -	- - -	Lord Calthorpe - -	Wood.
Ditto - -	- - -	Ditto - -	Ditto.
PARISH OF TUNSTALL.			
Stephen Bateby - -	- - -	Stephen Bateby - -	Farm-house and Premises.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.