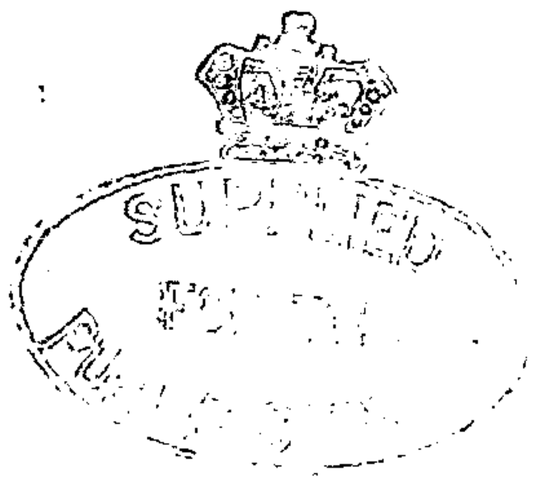
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CHAPTER cx.

An Act to authorise the Great Eastern Railway Company to make further railways widenings and works to confirm an agreement between the Company and the Hertford County Council and the Epping Rural District Council and other parties and to authorise the Company and the said County Council and District Council to construct roads in accordance therewith to extend the time for the purchase of lands for and for the completion of part of an authorised railway to confer further powers upon the Company and for other purposes. A.D. 1900.

[30th July 1900.]

WHEREAS it is expedient that the Great Eastern Railway Company (in this Act called "the Company") be authorised to construct the railways widenings wharf quay lay-bye and other works and to purchase the additional lands herein-after described and to exercise the other powers in this Act specified:

And whereas an agreement (a copy of which is set forth in the First Schedule to this Act and which is in this Act referred to as "the scheduled Broxbourne agreement") has been entered into between the county council of the administrative county of Hertford (herein-after called "the Hertfordshire County Council") of the first part the rural district council of Epping (herein-after called "the Epping District Council") of the second part Horace James Smith-Bosanquet of the third part Ralph Charlton Palmer and Archdale Villiers Palmer of the fourth part and the Company of the fifth part for the construction of certain roads at or near the Company's Broxbourne Station and it is expedient that the said agreement be sanctioned and confirmed:

And whereas with a view of giving effect to the said agreement it is expedient that the Company and the Hertfordshire County Council and the Epping District Council (which councils together

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are in this Act referred to as "the two councils") respectively be empowered to make the public carriage roads in the parishes of Broxbourne and Nazeing in this Act described and that the roads so to be made shall be deemed to be respectively the roads referred to in the scheduled Broxbourne agreement and the provisions of the said agreement made applicable thereto accordingly:

And whereas it is expedient to provide for the dedication to the public of the said roads and of a portion of a certain occupation road leading from the towing path of the Lea and Stort Navigation near Carthagena Lock for a distance of about thirteen chains in a southerly direction to its junction with the road from Nazeing to the Crown Hotel and for the vesting of such roads partly in the Hertfordshire County Council as main roads and partly in the Epping District Council:

And whereas it is expedient that the powers in that behalf in this Act contained be conferred upon the two councils:

And whereas the Company have acquired by agreement for purposes of their undertaking certain lands herein-after in that behalf described and it is expedient that the purchase of such lands and the expenditure of money by the Company in respect thereof be confirmed:

And whereas it is expedient that the time now limited for the compulsory purchase of lands for and for the completion by the Norfolk and Suffolk Joint Railways Committee of certain works herein-after described be extended as herein-after mentioned:

And whereas it is expedient that the Company be authorised to discontinue for the conveyance of passengers the portion herein-after described of their Beccles and Lowestoft line and to remove the rails of another portion of the same line also in this Act described and to remove the viaduct and swing bridge by which the said line is carried over Lake Lothing:

And whereas it is expedient that the Company be empowered to erect a yacht club-house and premises connected therewith at Lowestoft in the county of Suffolk and to demise or let the same or any part or parts thereof:

And whereas it is expedient that provision be made for the appointment by justices as in this Act provided of special constables to act in connection with the railways docks wharves stations and works of the Company or leased to or worked by them either solely or jointly with any other company or companies or any committee or committees:

And whereas previously to the year 1868 the Company issued divers mortgages or debentures (commonly known as "Laing's mortgages") for securing borrowed capital which contained provi-

sions for paying off such borrowed capital by means of a sinking fund and for vesting in the holder of any part of such borrowed capital the option of receiving from the Company fully paid up ordinary stock at par in exchange for and in liquidation of such borrowed capital:

And whereas doubts have arisen as to the powers of the Company to apply capital moneys in repaying redeeming or purchasing the said mortgages or debentures otherwise than by means of a sinking fund and as to the powers of the Company to create and issue fully paid up ordinary stock in the manner provided by the said mortgages or debentures and it is expedient that such doubts should be removed:

And whereas it is expedient that the Company be empowered to apply their funds for the purposes of this Act and for those purposes and the general purposes of the Company to raise further money:

And whereas plans and sections showing the lines situations and levels of such or so much of the works by this Act authorised and the lands in or through which the same will be made or pass as are or is authorised to be made or will be situate in any county herein-after mentioned and plans also of the other lands in any such county which may be compulsorily taken under the powers of this Act and also books of reference to such plans respectively containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of such lands respectively were duly deposited as follows (that is to say) As regards works and lands in the county of Suffolk with the clerk of the peace for that county as regards works and lands in the county of Essex with the clerk of the peace for that county as regards works and lands in the county of Hertford with the clerk of the peace for that county as regards works and lands in the county of Middlesex with the clerk of the peace for that county as regards works and lands in the county of London with the clerk of the peace for that county as regards lands in the county of Norfolk with the clerk of the peace for that county as regards lands in the Isle of Ely in the county of Cambridge with the clerk of the peace for the Isle of Ely and with the clerk of the peace for the county of Cambridge and the said plans sections and books of reference respectively are in this Act referred to as "the deposited plans sections and books of reference":

And whereas the objects of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with

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the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title.

1. This Act may be cited as the Great Eastern Railway (General Powers) Act 1900.

Incorporation of general enactments.

2. The following enactments (as far as they are applicable for the purposes of and are not inconsistent with or expressly varied by this Act) are hereby incorporated with and shall be part of this Act (that is to say) :—

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the several matters following (namely) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of the shares into stock ;

The making of dividends ;

The giving of notices ; and

The provision to be made for affording access to the special Act :

And Parts I. II. and III. of the Companies Clauses Act 1863 (as amended by subsequent Acts) relating respectively to cancellation and surrender of shares to additional capital and to debenture stock :

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

And Parts I. and II. of the Railways Clauses Act 1863 relating respectively to construction of a railway and to extension of time.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Power to execute works.

4. Subject to the provisions of this Act the Company may make execute and maintain in the line or situation and within the limits of lateral deviation shown on the deposited plans and according to the levels shown on the deposited sections the works described in this section with all proper and convenient stations sidings

approaches bridges buildings roads and other works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

The works herein-before referred to and authorised by this Act are the following (that is to say):—

(A) A railway (No. 1) 4 miles 2 furlongs and 5·70 chains or thereabouts in length wholly in the county of Suffolk commencing in the parish of Lowestoft in the borough of Lowestoft by a junction with the lines of the Company's Reedham and Lowestoft and Beccles and Lowestoft branches and terminating in the parish of Kessingland:

(B) A railway (No. 2) 4 furlongs and 4·48 chains or thereabouts in length wholly in the parish of Carlton Colville in the county of Suffolk commencing by a junction with Railway No. 1 above described on the foreshore of Lake Lothing and terminating by a junction with the Company's goods line from Carlton Colville to Lowestoft south side:

(C) A widening and improvement (No. 1) wholly in the parish of Carlton Colville aforesaid of the Company's goods line from Carlton Colville to Lowestoft south side above mentioned for a distance of about $35\frac{1}{2}$ chains eastward from the bridge over that line at Carlton Colville Station:

(D) A widening and improvement (No. 2) wholly in the parish and county borough of West Ham in the county of Essex of the Company's main line between a point about $1\frac{1}{2}$ chains south-westward from Pudding Mill River and a point about $1\frac{1}{2}$ chains north-eastward from Wharton Road:

(E) A widening and improvement (No. 3) wholly in the parish of Bishop's Stortford in the county of Hertford of the Northern and Eastern Railway commencing at a point about 3 chains north-westward from the bridge carrying the London Road over the said railway and terminating at a point about half a chain southward from the bridge carrying Hockerill Street over the said railway:

(F) A widening and improvement (No. 4) wholly in the parish of Saint Mary Stoke in the county borough of Ipswich in the county of Suffolk of the Company's Colchester main line between two points distant about 25 chains and 7 chains respectively south-eastward from the passenger booking office at Ipswich Station such widening and improvement being in substitution for the widening No. 6 of the same main line between the same points described in and authorised by

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section 4 subsection (1) of the Great Eastern Railway (General Powers) Act 1899:

(G) An alteration in the parish of Cheshunt in the county of Hertford of the levels of the public carriage road called Windmill Lane between a point about 10 chains west of the present level crossing of the said road over the Northern and Eastern Railway and the eastern end of the said road and an extension of that road eastward in the same parish to a point about 2 chains westward from the footbridge which crosses the backwater of the River Lea Navigation about 8 chains northward from the Jolly Bargeman public-house together with a bridge for carrying the said road over the said Northern and Eastern Railway and over the widening No. 2 described in and authorised by the Great Eastern Railway (General Powers) Act 1899 together also with an alteration of the levels and the widening of the bridge by which the said road is now carried over the Small River Lee in the same parish The works described in this subsection (G) shall be deemed to be the whole of the work which by section 24 subsection (2) of the said General Powers Act 1899 the Company are required to construct and maintain:

Provided that in executing the aforesaid work (G) the Company shall construct the bridge for carrying Windmill Lane over the Small River Lee in the parish of Cheshunt with a span of 30 feet and a headway of at least 6 feet and such bridge shall be constructed to the reasonable satisfaction of the Secretary of State for War and according to a design to be previously approved by him:

Provided also that if the urban district council of Cheshunt shall at any time hereafter be desirous of increasing the width of such portion of the approach road on the east side as is shown on the deposited plans as to be constructed of a width of 10 feet to a width of 30 feet they shall be at liberty to do so at their own expense and the Company shall thereupon at the request of the Council acquire and provide the land necessary for such purpose and the roadway over the increased width shall be thereafter maintained by the Council:

(H) A wharf or quay and lay-bye upon the west side of the River Lea Navigation in the parish of Edmonton in the county of Middlesex commencing at a point about 4 chains northward from the north end of Pickett's Lock and extending for a distance of about 300 feet northward from its commencement:

And the Company may for the purpose of the said wharf or quay and lay-bye or for any other purpose of their undertaking enter upon take and use the whole or any part of the field numbered 185

on the $\frac{1}{2500}$ ordnance map (edition 1894–6) of the said parish of Edmonton. A.D. 1900.

For protection of East London Waterworks Company.

5. For the protection of the East London Waterworks Company (in this section referred to as "the water company") the following provisions shall unless otherwise agreed in writing under the respective common seals of the Company and the water company have effect (that is to say):—

As to Intercepting Cut.

(1) The Company shall not except by agreement with the water company purchase or take for the purpose of any works by this Act authorised or permanently interfere with the intercepting cut or drain of the water company numbered 1 on the deposited plans in the parish of Edmonton near Pickett's Lock or the road or way or any land or property or rights of the water company in and adjoining the same but the Company may purchase and take and the water company may and shall sell an easement or right of constructing maintaining and using one or more line or lines of rails as the Company may consider necessary over the said intercepting cut and land adjoining and upon or across the road or way with the necessary bridge or bridges or other works in connection therewith at such point or points as may be agreed between the Company and the water company or failing agreement as may be settled by arbitration as herein-after provided:

(2) The Company shall pay to the water company by way of compensation for such easement such an amount as may be agreed on or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Acts relating to the purchase of land otherwise than by agreement:

(3) The Company shall not in the exercise of such easement or right as aforesaid execute or construct any work on or over the said intercepting cut in such a manner as to interfere with the contents of the said intercepting cut or diminish its carrying capacity or in any way lower or raise the level thereof or interfere with the roadway or land of the water company or means of access to the said intercepting cut except so far as may be necessary for the purposes of the said easement and the Company shall provide and at all times maintain at their own cost for the free use of the water company their servants and workmen with or without horses carts and waggons at all

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times and from time to time a level crossing or level crossings at the point or points where the line or lines of rails will be constructed across the road Provided always that where level crossings are constructed and it is necessary to construct or make any inclines up to such crossings such inclines shall have a gradient of not more than 1 in 30 :

(4) Any bridge or bridges constructed by the Company over the said intercepting cut shall be of such span and waterway as the engineer for the time being of the water company shall reasonably require :

(5) The Company shall construct the said bridge or bridges over the said intercepting cut and any level crossing over or upon the road adjoining in such manner as shall not interfere with the water company extending and enlarging the said intercepting cut or constructing a cut or drain for the like purpose of a larger size than that which now exists and shall give every facility to allow of such work being done by the water company And if the cost thereof or of any part thereof is increased by or by reason of the said easement such increased cost shall be paid by the Company to the water company on demand Provided that in the event of such intercepting cut being widened or larger cut being constructed by the water company as aforesaid nothing in this section contained shall operate to prevent the Company if they think fit and without making any payment therefor erecting one or more iron columns in the said intercepting cut for the purpose of supporting their railways or sidings and carrying the same over the said intercepting cut :

(6) All works in connection with the said intercepting cut to be done by the Company in the exercise of the powers conferred by this Act shall be done under the superintendence and to the reasonable satisfaction of the said engineer and according to plans and sections to be previously submitted to and reasonably approved by him and in the event of any difference arising between the Company and the water company in accordance with plans and sections approved by an arbitrator to be appointed as herein-after provided Provided that if the water company shall not give notice to the Company of their disapproval of the plans and sections within fourteen days after the same shall have been submitted to them they shall be deemed to have approved the same The Company shall pay to the water company all reasonable costs charges and expenses of and incident to the approval of plans and superintendence and

control and execution of works such costs to be paid on demand by the Company to the water company :

As to Water Mains.

(7) Before executing any works under the provisions of this Act where the same will in anywise affect the water mains or pipes of the water company the Company shall give the water company notice in writing to remove all such mains or pipes of the water company from so much of the lands authorised by this Act to be purchased as shall be shown on a plan to accompany the said notice and thereupon the water company shall within a reasonable time to be specified in such notice complete and carry out such removal and execute all necessary works in connection therewith at the expense and to the reasonable satisfaction of the Company :

(8) Any re-connections of mains reasonably necessary by reason of such removal shall be executed by the water company but at the expense in all respects of the Company :

(9) If the water company shall make default in removing their mains or pipes in the manner and within the period aforesaid the Company shall be at liberty upon giving twenty-eight days notice in writing for that purpose to the water company to forthwith carry out such removal to the reasonable satisfaction of the water company :

(10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the water company all costs losses damages and expenses which may be occasioned to that company or to their cut or works or to any of their mains or pipes including any loss of water or interruption in the supply of water by the water company through by reason of or consequent on the execution user or failure of any of the works executed under the provisions of this Act (not being works executed by the water company) or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or by reason of the construction or user of any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the water company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or matter or thing aforesaid or by reason of any interruption in the supply of water necessarily caused in the removal by the water company of any mains or pipes under the foregoing provisions of this section :

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(11) If any difference shall arise between the Company and the water company with reference to any of the matters referred to or arising out of this section the same shall be referred to and settled by an arbitrator to be agreed on by the two companies or to be appointed by the President of the Institution of Civil Engineers on the application of either company.

Limiting quantity of common lands to be taken.

6. The quantity of common or commonable lands known as Cheshunt Marshes or Turnershill Marsh which may be taken by the Company under the powers of this Act for the purposes of the alteration (G) described in the section of this Act of which the marginal note is "Power to execute works" and by this Act authorised shall not exceed three roods and thirty-two perches.

As to Broxbourne agreement.

7. The scheduled Broxbourne agreement is hereby sanctioned and confirmed and for giving effect thereto be it enacted that—

(1) The Company may make and maintain the public carriage roads bridges and works next herein-after described with all necessary approaches drains culverts and other works and conveniences connected therewith (that is to say):—

(A) A public carriage road wholly in the parish of Broxbourne in the county of Hertford commencing by a junction with the public carriage road leading from Broxbourne to the Company's Broxbourne Station at or near the point marked E on the deposited plans and terminating at the point marked D on the same plans together with a bridge for carrying the said public carriage road by this Act authorised over the Northern and Eastern Railway and a bridge for carrying the last-mentioned road over the mill stream immediately to the south of Broxbourne Station;

(B) A public carriage road wholly in the said parish of Broxbourne commencing by a junction with the road (A) above described at or near the point marked F on the deposited plans and terminating on the southern side of the backwater of Broxbourne Mill at or near the point marked G on the deposited plans together with a bridge for carrying the road over the said backwater; and

(2) The two councils jointly or either of them separately may make and maintain a public carriage road commencing in the said parish of Broxbourne by a junction with the road (A) at its termination as above described at or near the point marked D on the deposited plans and terminating in the parish of Nazeing by a junction with an existing road at or near the point marked B on the deposited plans together with a bridge

for carrying the road which the two councils are so authorised to make and now describing over the Lea and Stort Navigation at or near the point marked C on the deposited plans;

The Company and the two councils respectively and each or either of them may enter upon take and use by compulsion or by agreement or accept a conveyance of in accordance with the scheduled Broxbourne agreement and may hold all or any lands and houses or easements over or interests in any land and houses required by them respectively for the purposes of this Act or of the scheduled Broxbourne agreement and shown upon the deposited plans and the parties to the third and fourth parts of the scheduled Broxbourne agreement may make and execute all such conveyances grants and releases as may be necessary for giving effect to that agreement:

The roads (A) and (B) authorised by this section shall be deemed to be respectively the roads number 2 and number 3 referred to in the scheduled Broxbourne agreement and the road which by this section the two councils are authorised to make as aforesaid shall be deemed to be the road number 1 referred to in the said agreement and the provisions of the said agreement so far as applicable shall accordingly apply to those roads and the bridges for carrying the same respectively.

Vesting roads in county and district councils.

8.—(1) The public carriage roads (A) and (B) by this Act authorised and so much of the public carriage road authorised by this Act to be constructed by the two councils as will be in the county of Hertford shall when completed respectively be deemed to be main roads and be by this Act vested as main roads in the Hertfordshire County Council.

(2) So much of the public carriage road authorised by this Act to be constructed by the two councils as will be situate in the rural district of Epping in the county of Essex and so much of the said existing road mentioned in subsection (2) of the preceding section as is situate between the point B on the deposited plans and the junction of that road with the road leading from Nazeing to the Crown Hotel shall when completed respectively become public highways repairable by the Epping District Council in the same manner as other public highways within the district of that council Provided that nothing in this section contained shall diminish or affect any liability of the Company under the scheduled Broxbourne agreement in respect of the maintenance and repair of any roadways bridges or works.

County and district councils may apply their funds &c.

9. The Hertfordshire County Council and the Epping District Council respectively may apply for any of the purposes of this Act relating to them respectively or of the scheduled Broxbourne

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agreement the respective funds and revenues which they respectively are authorised to apply in defraying highway expenses and may borrow such sums as may be required for such period in each case not exceeding sixty years as the Local Government Board shall sanction Save as before in this section expressly provided any moneys so borrowed by the Hertfordshire County Council shall be borrowed under and subject to the provisions of section 69 of the Local Government Act 1888 and any moneys so borrowed by the Epping District Council shall be borrowed as moneys intended to be applied to general expenses of the said district council under and subject to the provisions of sections 233 234 and 236 to 239 both inclusive of the Public Health Act 1875.

For protection of Lee Conservancy Board.

10. For the protection of the Lee Conservancy Board (hereinafter in this section referred to as "the board") the following provisions shall unless otherwise agreed upon in writing between the board and the Company so far as the works to be constructed by the Company are concerned and between the board and the two councils or either of them so far as the works to be constructed by the two councils or either of them are concerned and notwithstanding anything shown on the deposited plans and sections or contained in this Act have effect (that is to say):—

(1) The spans of the bridges to be constructed by the Company in connection with the widening and improvement (No. 2) over Pudding Mill River City Mill River and Waterworks River and the clear headways of the same shall respectively be constructed of the same spans and headways as those of the existing bridges The abutments of the said bridges shall in each case be constructed parallel to the true centre line of the river:

(2) The Company shall not without the consent in writing of the board under their common seal construct the wharf or quay or lay-bye described in section 4 subsection (H) of this Act in the position shown on the deposited plans but the Company may construct a quay or lay-bye on land belonging or reputed to belong to the board in the parish and urban district of Edmonton in the county of Middlesex between the points lettered A and B on the plan dated the twenty-fifth day of June one thousand nine hundred and signed by George Corble on behalf of the board and by John Wilson on behalf of the Company and the Company shall be at liberty at all times hereafter to moor barges thereat without payment in respect thereof and except so far as may be necessary for the purpose of constructing maintaining and using the bridges by this Act authorised the Company shall not under the powers of this Act purchase or take from the board any lands belonging or

reputed to belong to the board other than the lands etched red on the said plan:

(3) The bridge which the two councils or either of them are by subsection (2) of the section of this Act of which the marginal note is "As to Broxbourne agreement" authorised to make over the Lee and Stort Navigation near Carthagena Lock shall be constructed with a span of not less than 70 feet and a clear headway throughout of not less than 11 feet 5 inches above the headwater level of the said navigation with a towing path under and through the same on the east side of the navigation of a width of not less than 8 feet and the abutments of the bridge shall be parallel to the true centre line of the navigation The retaining walls of the said towing path shall be constructed by the two councils or either of them of Kentish ragstone or of blue brick and concrete through the said bridge and for a distance of 50 feet on either side thereof or the board may and shall if required by the two councils or either of them construct the said walls and shall be repaid the prime cost thereof by the two councils or either of them but in either case the said retaining walls shall after completion be maintained by the board:

(4) The Company and the two councils or either of the two councils as the case may be shall before commencing the construction of any of the bridges and other works in this section mentioned submit plans sections and specifications thereof to the board and such plans sections and specifications shall be subject to the reasonable approval of the engineer of the board or of the arbitrator to be appointed as herein-after provided and the works shall be carried out in accordance with the plans sections and specifications so approved under the superintendence and to the reasonable satisfaction of the engineer of the board whose reasonable charges in respect of such superintendence shall be paid by the Company or the two councils or either of them as the case may be Provided always that if the board shall for the period of fourteen days after the said plans and specifications shall have been submitted to them as aforesaid neglect to approve the same they shall be deemed to have approved thereof and if within the said period the board shall disapprove the said plans sections and specifications the same shall (unless the parties otherwise agree in writing) be referred to an engineer to be agreed upon between the board and the Company or the two councils or either of them as the case may be or in default of agreement to be appointed as herein-after provided who shall be at liberty to modify the

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same in such manner and to such extent as he may think necessary:

(5) Any difference that may arise between the board and the Company or the two councils or either of them under this section shall be referred to a single arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

Limits of deviation.

11. In constructing the works by this Act authorised to be constructed by them respectively the Company and the two councils may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and may deviate vertically from the levels of the works as shown on the deposited sections to any extent not exceeding five feet upwards and ten feet downwards. Provided that nothing in this section shall authorise the Company to deviate from the lines or levels of the railways or of the widenings and improvements by this Act authorised beyond the limits prescribed by the Railways Clauses Consolidation Act 1845.

Widths of certain roadways.

12. The Company may make the roadway over the bridges by which the following roads will be carried over the railways or widenings authorised by this Act of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connection therewith respectively (that is to say):—

Work.	No. on deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
Railway No. 1 -	112	Pakefield - -	Public	20 feet.
	1	Kessingland - -		
Railway No. 1 -	27	Kessingland - -	Public	20 feet.

Height and span of bridge.

13. The Company may make the arch of the bridge for carrying the widening and improvement No. 2 authorised by this Act over the road numbered on the deposited plans 17 in the parish of West Ham of any height not less than thirteen feet five inches.

For protection of Midland Railway Company.

14. In constructing the widening and improvement No. 2 by this Act authorised where the same will cross over or affect the railway lands and property of the Midland Railway Company (in

this section referred to as "the Midland Company") the Company shall be subject to the following conditions:—

(1) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the railway of the Midland Company or any of the works thereof or any lands or property belonging to the Midland Company shall be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of that company and according to plans to be previously submitted to and reasonably approved by him or in the event of any difference arising between the Company and the Midland Company in accordance with plans approved by an arbitrator to be appointed as herein-after provided Provided that if the Midland Company shall not give notice to the Company of their disapproval of the plans within fourteen days after the same shall have been submitted to them they shall be deemed to have approved the same:

(2) The said widening and improvement No. 2 shall be carried over Marsh Gate Lane and the Midland Company's approach road therefrom to their Bow Goods Depôt by means of a bridge of one clear span sufficient to clear the said lane and approach road with a headway not less than the headway of the existing bridge and over the road on the deposited plans numbered 4 in the parish of West Ham by means of a bridge having the same span and headway as the existing bridge over the last-mentioned road numbered 4:

(3) The Company shall not purchase and take any lands and property of the Midland Company but the Company may purchase and acquire and the Midland Company may and shall sell and grant such an easement over the railway works or property of the Midland Company as may be necessary for constructing and maintaining the works of the Company by this Act authorised:

(4) The amount to be paid for the acquisition of such easement and for compensation for any damage or injury occasioned to the Midland Company by reason or in consequence of the exercise of the powers of this Act shall in the event of the Midland Company and the Company not being able to agree with respect thereto be settled in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(5) Any dispute or difference which may arise between the Midland Company and the Company with reference to the provisions of this section or in any way arising thereout or as

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to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the Board of Trade on the application of the Midland Company and the Company or either of them and the costs of such arbitration shall be in the discretion of such arbitrator.

Power to divert roads as shown on deposited plans.

15. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

Work.	Parish.	No. of Road on deposited Plans.
Railway No. 1	Carlton Colville -	22
	Kirkley - -	33
Railway No. 2 -	Carlton Colville -	13 Between points A and G and between points G and C on the deposited plans.

And when and so soon as such portion of each of the said roads is so stopped up all rights of way over the same shall cease.

Power to stop up level crossing of Mill Lane.

16. At any time after the passing of this Act the Company may stop up and discontinue for traffic of all descriptions so much as lies between the fences of the Northern and Eastern Railway of Mill Lane now crossing that railway on the level in the parish of Broxbourne aforesaid and which road is numbered 3A in the said parish of Broxbourne on the plans deposited for and referred to in the Great Eastern Railway (General Powers) Act 1899.

As to diversion of road at Broxbourne.

17. The Hertfordshire County Council shall subject to the consent of the owner of the land that may be required for the purpose within a period of two years after the passing of this Act divert the existing occupation road leading from the point marked G on the deposited plans in the parish of Broxbourne (the point of termination of the said road B by this Act authorised) to the bridge over the Lee and Stort Navigation near the Crown Hotel in the manner shown upon the plan signed by the Right Honourable the Earl of Morley Chairman of Committees of the House of Lords and immediately upon the completion of such diversion the said occupation road as

so diverted shall be deemed to be a main road and be by this Act vested as a main road in the Hertfordshire County Council and immediately upon the diversion of the said road being open for traffic the existing portion of the road so diverted shall revert to and vest in the owner of the land fronting on such portion of road and may be closed as a highway and all existing rights of way over such portion of road shall be thereupon extinguished.

For protection of Horace Harry Broughton.

18. If and when the Company stop up the level crossing numbered 3A in the parish of Broxbourne on the plans deposited for and referred to in the Great Eastern Railway (General Powers) Act 1899 they shall make compensation to Horace Harry Broughton or other the owner of the "Crown" Hotel for any injurious affecting of his property by reason only of the stopping up and closing of such level crossing and the loss of direct access to the said hotel thereby.

Certain footpath not to be stopped until a substitute provided.

19. The Company shall not stop up the footpath crossing the fields numbered 40 and 41 in the parish of Kirkley on the deposited plans for Railway No. 1 until they have provided a substitute therefor by a bridge over or a subway under the said railway.

Extinguishing rights of way.

20. All public or private rights of way or other rights (if any) over or affecting any road footpath or highway or any portion thereof authorised to be diverted or stopped up or over or affecting any lands authorised to be purchased under the powers of this Act or over any railway of or leased to the Company at the point or points at which it is now crossed by any such road footpath or highway or any portion thereof so proposed to be diverted or stopped up are by this Act extinguished as from the time of each such diversion or stopping up respectively.

Roads not to be stopped up until substitution completed.

21. The Company shall not stop up and discontinue for public traffic any road or highway or portion of road or highway which they are by this Act authorised or sanctioned to stop up and discontinue until the work (if any) by this Act authorised or required to be made in substitution therefor has been completed to the satisfaction of two justices and opened to the public.

Repair of new roads and footpaths.

22. The new roads and footpaths to be made under the authority of this Act shall unless otherwise agreed or otherwise specially provided by this Act when made and completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same roads and footpaths now devolves.

Vesting sites of roads &c. stopped up.

23. The sites and soil of so much as under the powers of this Act the Company shall stop up and discontinue for public traffic of any road or highway are by this Act vested (as to so much thereof

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as is bounded on both sides by land of the Company) in the Company and (as to so much thereof as is bounded on both sides by land of any other person) in such other person and (as to so much thereof as is bounded on opposite sides by lands belonging to different persons) in such owners respectively to the centre of the respective roads or highways in proportion to the respective frontages of their lands thereto The provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway shall apply to the lands so vested in the Company as if such lands had been purchased by the Company but the mines had not been expressly purchased.

Company not bound to maintain surface of roads &c. unless level permanently altered.

24. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any railway by this Act authorised by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or public highway is permanently altered.

For protection of Gas Light and Coke Company.

25. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall notwithstanding anything contained in this Act or in any of the Acts incorporated therewith have effect (that is to say):—

(1) Before executing any works under the provisions of this Act where the same will in anywise affect the mains pipes syphons or other works of the gas company the Company shall give the gas company notice in writing to remove all such mains pipes syphons or other works of the gas company from so much of the lands authorised by this Act to be purchased as shall be shown on a plan to accompany the said notice and thereupon the gas company shall within a reasonable time to be specified in such notice complete and carry out such removal and execute all necessary works in connection therewith at the expense and to the reasonable satisfaction of the Company:

(2) If the gas company shall make default in removing their mains pipes syphons and other works in the manner and within the period aforesaid the Company shall be at liberty upon giving notice for that purpose to the gas company to forthwith carry out such removal to the reasonable satisfaction of the gas company:

(3) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to that company or to any of their mains pipes syphons apparatus

property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the works under the provisions of this Act or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid:

(4) If any difference shall arise between the Company and the gas company with reference to any of the matters referred to or arising out of this section the same shall be referred to and settled by an arbitrator to be appointed by the President of the Institution of Civil Engineers.

For protection of Admiralty.

26. The Company before they purchase or acquire under the powers of this Act the term and interest of the Admiralty in the property numbered on the deposited plans 40 in the parish of Pakefield shall (unless the Admiralty otherwise agree) provide and demise or procure to be demised to the Admiralty in a situation to be approved by the Admiralty a house in the opinion of the Admiralty equal in convenience in all respects to the house now occupied by the gunnery instructor now stationed at Pakefield aforesaid for a term to expire at the same time as the lease term granted by the lease under which the Admiralty now hold the said property numbered 40 as aforesaid and at a rent not exceeding that now payable under the last-mentioned lease Provided that the Company shall not be required to pay purchase-money or compensation in respect of the term and interest of the Admiralty in the said property numbered 40.

Period for completion of railways &c.

27. If the railways and other works hereinbefore described and authorised by this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company or as the case may be to the two councils for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Penalty imposed unless rail-

28. If the Company fail within the period limited by this Act to complete either of the railways by this Act authorised the

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ways opened within the time limited.

Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the respective railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the respective railway And the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as hereinafter provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the respective railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalties.

29. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the respective railway or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has or have been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of

the creditors thereof and subject to such application shall be repaid or re-transferred to the Company.

Tolls on railways &c.

30. The railways and the widenings and additional lines of rails by this Act authorised shall subject to the provisions of this Act in respect of tolls rates and charges and in all other respects be deemed to form part of the undertaking of the Company.

Power to Company to take additional lands.

31. The Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement and may appropriate and use for any of the extraordinary purposes mentioned in section 45 of the Railways Clauses Consolidation Act 1845 and for getting ballast and materials and any other purposes of the Company's undertaking including the extension of their stations sidings warehouses buildings wharves depôts and other accommodation for minerals goods and cattle traffic and for providing accommodation for persons belonging to the labouring classes who may be displaced under the powers of this Act all or any of the lands houses and buildings following delineated on the deposited plans and described in the deposited books of reference and any estates or interests in any such lands houses or buildings (that is to say) :—

In the county of London—

(A) Lands houses and buildings abutting towards the north or north-east on Artillery Street and towards the west on lands and property of the Company ;

(B) Lands houses and buildings lying between Artillery Street and the goods sidings at the Company's Spitalfields goods depôt ;

(C) Lands houses and buildings bounded towards the north-east and east by the Company's Spitalfields coal depôt towards the west by Arundel Street and towards the south by Ann's Place ;

(D) Lands houses and buildings lying between Scott Street and the Company's Bethnal Green sidings ;

(E) Lands houses and buildings lying between Scott Street and Dixie Street and between Dixie Street and the Jews' Burial Ground (disused) together with a portion of that burial ground and three houses on the east side of Brady Street together with a piece of land adjoining the northernmost of them and on the south side of the Company's Bethnal Green sidings :

All the lands houses and buildings (A) to (E) are situate in the parish of Saint Matthew Bethnal Green :

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The Company may in the circumstances herein-after mentioned in each respective instance stop up and discontinue for public and other traffic the streets and roads herein-after respectively referred to (that is to say):—

(1) As regards the streets and portions of streets coloured red on the plan signed in duplicate by the Right Honourable the Earl of Morley Chairman of Committees of the House of Lords and deposited in the Parliament Office and Private Bill Office of the House of Commons when and as soon as the Company shall have purchased and acquired possession of the lands coloured blue on the said plan;

(2) As regards the portion of Artillery Street within the limit of lands to be purchased shown on the deposited plans when and as soon as the Company shall have purchased and acquired possession of the whole of the lands fronting the south side of that street within such limit;

(3) As regards the portion of Anglesea Street within the limit of land to be purchased shown on the deposited plans when and as soon as the Company shall have purchased and acquired possession of the houses and premises on both sides of such portion of street:

And the Company may cover with a girder or girders or an arch or arches (A) Vallance Road (formerly called Nottingham Street) for a distance of about eighty feet southward from the bridge now carrying the Company's sidings over the said road near Spitalfields coal depôt (B) Arundel Street for a distance of about one hundred feet southward from the bridge carrying the same sidings over the said street and (C) Brady Street for a distance of about seventy feet southward from the bridge carrying the Company's sidings at Bethnal Green Station over the last-mentioned street:

(F) Lands and buildings in the parish of Saint Mary Whitechapel bounded by Brady Street on the east the Jews' Burial Ground (disused) on the north Brady Street Dwellings on the south and land and property of the Company on the west:

In the county of Middlesex—

(G) Lands and buildings in the parish of Edmonton bounded towards the east and south-west by railways of the Company and towards the north by Edmonton Sewage Works:

Provided that notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not purchase compulsorily a greater area of such last-mentioned lands than is shown by the colour red on the plan signed by Arthur Frederick

Jeffreys Esquire the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and provided also that the Company shall extend over any widening of their railway the existing occupation crossing over the railway adjoining the aforesaid lands:

In the county of Essex—

(H) Lands in the parish of Low Leyton abutting towards the north-west on the Company's Loughton Epping and Ongar branch and towards the south-east on St. Patrick's cemetery and towards the south-west on Union Road;

(I) Land in the parish of Romford (rural) being part of the enclosure numbered 302 on the $\frac{1}{2500}$ ordnance map (second edition 1896) of the said parish of Romford (rural) and abutting towards the south east of the Company's Colchester main line;

(J) Lands abutting towards the south-east on the Company's Colchester main line and being the property in the parish of Romford (rural) numbered 324 on the $\frac{1}{2500}$ ordnance map (second edition 1896) of that parish part of the property in the same parish numbered 350 on the same ordnance map the property partly in the said parish of Romford (rural) and partly in the parish of Hornchurch numbered on the same ordnance map 351 in the parish of Romford (rural) and 133 in the parish of Hornchurch part of the property situate partly in the said parish of Romford (rural) and partly in the said parish of Hornchurch and numbered on the same ordnance map 352 in the parish of Romford (rural) and 134 in the parish of Hornchurch and part of the property in the said parish of Hornchurch numbered on the same ordnance map 136 in the said parish;

(K) Lands situate on either side of the Company's Colchester main line in the parish of Romford (urban) being the properties numbered on the $\frac{1}{2500}$ ordnance map (second edition 1896) of that parish 126 and 127 and parts of the properties numbered on the same map 113 117 122 123 124 128 and 129 in that parish;

(L) Lands and buildings in the parish of Walthamstow abutting towards the east on the Company's Chingford branch railway and being the properties numbered 88 and 89 on the $\frac{1}{2500}$ ordnance map (second edition 1897) of that parish;

(M) Lands in the parish of Loughton abutting towards the north-west or west on the Company's Loughton Epping and

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Ongar branch and being the property numbered 53 and parts of the properties numbered 68 52 41 42 and 43 on the $\frac{1}{2500}$ ordnance map (second edition 1896) of that parish;

(N) Land in the parish of Rayleigh abutting towards the north on the Company's Southend line and being part of the property numbered 227 on the $\frac{1}{2500}$ ordnance map (second edition 1896) of that parish;

(O) Land being situate partly in the parish of Dedham and numbered 538 on the $\frac{1}{2500}$ ordnance map (second edition 1897) of that parish and partly in the parish of Lawford and numbered 50 in that parish on the same ordnance map:

And the Company may sink a well or wells and lay down conduits and pipes upon or under the last-mentioned land or any part thereof when acquired by the Company and may take use and appropriate all or any waters found under the same:

(P) Lands houses and buildings in the parish and borough of Colchester lying between the Company's railway near Saint Botolph's Station Colchester and Magdalen Street and to the west of Brook Street Colchester:

And the Company may stop up and discontinue the use of the footpath (in parts known as Childwell Alley and Church Lane) running on the north and east sides of the property numbered 1062 on the $\frac{1}{2500}$ ordnance map (second edition 1897) of the said parish of Colchester and on the north and west sides of the property numbered 1065 on the same ordnance map and now carried over the Company's railway by means of a bridge and may remove that bridge:

(Q) Lands in the parish of Netteswell being the property numbered 7 and parts of the properties numbered 16 15 13 36 and 12 on the $\frac{1}{2500}$ ordnance map (second edition 1897) of that parish:

In the county of Norfolk—

(R) Lands in the parish of Gorleston in the county borough of Great Yarmouth abutting towards the south-east upon the Company's line from Beccles to Yarmouth South Town and being part of the properties numbered 275 and 290 on the $\frac{1}{2500}$ ordnance map (1887) of that parish;

(S) Lands houses and buildings in the parish of Gorleston aforesaid abutting towards the north-east on the South Town Road Yarmouth and towards the south-east on the road leading to the Cattle Market towards the south-west on lands

and property of the Company and towards the north-west on lands which the Company are authorised to acquire by the Great Eastern Railway (General Powers) Act 1898 and shown upon the plans deposited for and referred to in that Act;

(T) Lands in the parish of Brundall being parts respectively of the properties numbered 61 63 76 and 77 on the $\frac{1}{2500}$ ordnance map (1882) of that parish:

And the purchase of any such lands houses or buildings (A) to (T) or estates or interests by the Company before the passing of this Act is hereby confirmed and the Company may stop up and discontinue the use of any footpath or footpaths now crossing any of the said lands (A) to (T) already purchased or to be purchased as aforesaid.

For protection of London County Council.

32. With reference to the works by this Act authorised to be constructed within the county of London the following provisions for the protection of the London County Council (in this Act called "the London Council") shall (unless otherwise agreed in writing) apply and have effect:—

(1) Notwithstanding anything in this Act or on the deposited plans and sections the bridges or works next herein-after mentioned shall be constructed as girder bridges and shall have a clear headway throughout above the existing surface of the street or road and a clear span throughout measured on the square in each case not less than the headways and spans herein-after mentioned (that is to say):—

Parish.	Name of Road.	No. on deposited Plan.	Headway.		Span at right angles to Road.	
			ft.	in.	ft.	in.
Bethnal Green -	Brady Street - -	1	15	9	38	6
	Arundel Street -	1	16	0	35	6
	Vallance Road - -	1	15	6	35	4

(2) In constructing or altering the bridges which under the powers of this Act the Company are authorised to construct or alter they shall face the abutments of such bridges with white glazed bricks and shall at all times keep the surface of such bricks in good repa to their satisfaction of the vestry of the parish in which such bridges are situate:

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(3) All bridges and works constructed under the powers of this Act over any street or road shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent so far as reasonably practicable the dripping of water therefrom on any part of any street road area or forecourt and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height of 7 feet:

(4) The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the London Council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the principal office of the London Council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the London Council shall have signified their approval of the same unless the London Council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the London Council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the London Council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the London Council at the reasonable costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the London Council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the London Council by the Company on demand:

(5) The roads under any bridges constructed or reconstructed or widened by the Company under the powers of this Act shall be reasonably and properly lighted at the expense of the Company by the vestry of the parish in which such roads or bridges are situate:

(6) Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company except in the case of streets or parts of streets by this Act

authorised to be closed to encroach upon any part of the surface of any street or footway or without the consent of the London Council to erect or maintain any building beyond the general line of building in any street:

(7) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the London Council or by the clerk to the vestry of the parish in which such part of the works is situate and if any such placard or advertisement be affixed or exhibited without such approval the said council or vestry and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company.

For protection of sewers of London County Council.

33. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the London Council or of any vestry or with any sewers or works to be made or executed by the London Council or the said vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their control or under the control of one or more of them the Company shall not commence such works until they shall have given to the London Council or to the vestry as the case may be twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the London Council or of such vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the London Council or such vestry respectively shall have signified their approval of the same unless the London Council or such vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the London Council or of the vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as the London Council or such vestry shall reasonably require for the proper protection of and for preventing

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injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the London Council and the said vestry against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the London Council or vestry as the case may be at the reasonable costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the London Council or any vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the London Council or to such vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the London Council or vestry as the case may be respectively as any sewers or works now or hereafter may be.

Provision in case of new outfall sewers.

34. Whereas the London Council are about to construct certain new outfall sewers which will pass under the railway of the Company as proposed to be widened under the powers of this Act and the construction of the works by this Act authorised between Marsh Gate Lane and City Mill River in the parish and county borough of West Ham as shown on the deposited plans and sections would interfere with the construction of the said proposed sewers Therefore the Company shall in constructing the said works between these points make such provision as may be reasonably required by the London Council to avoid any interference with the construction of the said sewers and the Company shall give to the London Council two months' notice of their intention to commence the said works between the said points by leaving such notice at the principal office of the London Council with plans sections and other necessary particulars of the construction of such works.

For protection of northern main outfall sewer.

35. The Company shall not commence the construction or alteration of any works by this Act authorised affecting the northern main outfall sewer of the London Council until they shall have given to the London Council two months' notice in writing of their intention to commence or alter the same by leaving such notice at the principal office of the London Council with plans sections and other necessary particulars of the construction of the

said works or of any alteration therein nor until the London Council shall have signified their approval of the same unless the London Council fail to signify such approval or their disapproval or other reasonable directions within two months after service of the said notice and delivery of the said plans sections and particulars in which event the Company may proceed with the said works or the alterations therein according to the said plans sections and particulars.

As to works in Saint Matthew Bethnal Green.

36. With regard to works in the parish of Saint Matthew Bethnal Green the following provisions shall apply :—

(1) All lamps lamp posts and paving and other stones slabs materials and things whatsoever which at the passing of this Act shall be vested in or shall belong to the vestry of Saint Matthew Bethnal Green in any of the streets of the said parish which the Company are by this Act authorised to stop up shall notwithstanding any such stopping up remain the property of the said vestry and at any time after the stopping up by the Company either wholly or partially of any such street as aforesaid all such lamps lamp posts and paving and other stones slabs and materials and things therein as may belong to the said vestry shall upon the request of the vestry surveyor be taken up by the Company and stacked and placed on ground belonging to the vestry as the vestry surveyor shall direct :

(2) The Company shall upon the completion of the superstructure of the bridge or arch over Vallance Road Arundel Street and Brady Street respectively to the reasonable satisfaction of the surveyor of the vestry pave the carriageway and footway of such parts of such road and streets as are or shall be under the works by this Act authorised and between such works and the existing bridges or arches of the railway over the same road and streets Such paving shall be executed in a proper and substantial manner with blue Guernsey granite paving blocks seven inches by three inches on concrete twelve inches deep for carriageway and with properly dressed hard Yorkshire stone slabs three inches thick and granite kerbs twelve inches by seven inches for the footways And the said carriageway and footway shall thereafter be maintained by the vestry :

(3) And whereas by reason of the execution of the works by this Act authorised 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 assessment

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of the poor and other rates in the parish of Saint Matthew Bethnal Green Therefore the Company shall from and after the period when any lands houses buildings hereditaments or premises shall be taken or become unoccupied or untenanted by reason of the same being required for the purpose of the works authorised by this Act by notice from the Company up to the period when the said works shall be assessed to such rates as aforesaid be assessed and rated for the same premises respectively in such sum and sums of money as the same were assessed and rated at the time of the passing of this Act and the Company shall pay and make good to and in aid of such parish out of the moneys of the Company all such rates as aforesaid and in default of payment thereof the same shall and may be levied and recovered from the Company in the same way or manner as the same could or might have been recovered from the owners or occupiers of the same premises in case this Act had not been passed.

For protection of United Synagogue.

37. With regard to the portion of the Jews Burial Ground (disused) (herein-after in this section called "the said cemetery") which belongs to the United Synagogue and which property is situate in the parish of Saint Matthew Bethnal Green delineated on the deposited plans relating to the same parish and thereon numbered 1 the following provisions shall (unless otherwise agreed upon in writing between the United Synagogue and the Company) be observed and have effect (that is to say):—

(1) Notwithstanding anything in this Act or any incorporated Act contained the Company shall not take or enter upon any portion of the said land numbered 1 except as herein-after mentioned but the Company may in consideration of the payments and subject to the conditions herein-after mentioned construct a wrought iron or steel girder bridge of one span above the said lands numbered 1 in accordance with the plan sections and elevation herein-after mentioned for the purpose of laying down and constructing on the said bridge rails and sidings turntables platforms offices columns roofs and other necessary works connected therewith and may use and maintain such bridge and the sidings and other works so constructed thereon or connected therewith in perpetuity for any of the purposes of their undertaking:

(2) The bridge to be constructed as aforesaid shall be carried above the said land numbered 1 in accordance with the plan sections and elevation signed in duplicate by Arthur Frederick Jeffreys Esquire the Chairman of the Committee of the House

of Commons to whom the Bill for this Act was referred, The clear height of such bridge shall be not less than 18 feet 6 inches from the surface of the land to the underside of the main girders of the said bridge and such bridge shall be supported by abutments at either end thereof which abutments shall with their foundations be constructed and erected wholly on lands other than the said land numbered 1 and the said bridge and its abutments and foundations shall be constructed and erected in such a way as not to involve any excavation or other disturbance of the soil of the said cemetery or any part thereof and not to disturb or damage any tombstone upon the said land numbered 1 or upon any other part of the said cemetery but nothing herein contained shall operate to prevent the Company excavating and building under the northern and eastern boundary walls of the said cemetery in the manner shown on the said plan sections and elevation and subject to the limitation described thereon:

(3) Subject to the payments herein-after mentioned being made by the Company in the manner herein-after provided the Company may upon giving one week's notice in writing of their intention so to do to the Secretary for the time being of the council of the United Synagogue proceed to construct the said bridge in manner aforesaid and shall complete the same within the term of four calendar months after such notice shall have been given (unless prevented from so doing by strikes of workmen) Provided that if in the opinion of the Company's engineer it shall be absolutely necessary for that purpose the Company may with their agents contractors and workmen temporarily and on sufferance enter upon the said land numbered 1 for the purpose of erecting and constructing thereon and thereover such a temporary platform or staging as may be required for the purposes of the construction of the said bridge but such platform or staging shall be so erected as to be higher than the highest tombstone beneath the same Provided that no grave or tombstone or any part of the soil of the said land numbered 1 shall be disturbed or damaged by the Company or their agents contractors and workmen in the course of such construction of the said bridge or of the temporary platform or staging and at the expiration of the said four months the Company shall (unless prevented as aforesaid) remove the said temporary platform or staging and restore the part of the said land numbered 1 thereunder to its original condition Provided also that the Company shall

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during the course of the works make such arrangements as may prevent any trespass or nuisance being committed on any part of the said cemetery by their workmen and shall if desired by the architect of the United Synagogue temporarily hoard off the said land numbered 1 from the remainder of the cemetery with a hoarding of sufficient height during the progress of the works:

(4) The Company their agents contractors and workmen shall after the construction and completion of the said girder bridge be at liberty at reasonable intervals and after giving one week's notice in writing to the secretary of the United Synagogue to have temporary access to the said land numbered 1 for the sole purpose of repairing and painting such bridge and abutments but not so as in any way to interfere with or damage the memorials or tombstones on the said land numbered 1 or on any other parts of the said cemetery and in case of any accidental damage they shall forthwith repair such damage:

(5) The Company shall within fourteen days after the date of the passing of this Act pay to the treasurers of the United Synagogue the sum of one hundred and fifty pounds and upon giving such notice of their intention to proceed with the construction of the said bridge as herein-before mentioned the Company shall also pay to the treasurers of the United Synagogue the further sum of one thousand three hundred and fifty pounds which two sums of one hundred and fifty pounds and one thousand three hundred and fifty pounds (making together the sum of one thousand five hundred pounds) shall be accepted by the United Synagogue in full for the purchase by the Company of the right to construct and maintain and repair and use the said bridge and to enter upon the said land numbered 1 in the manner and for the purposes aforesaid Such sum of one thousand five hundred pounds to be in full discharge and satisfaction of all claims which the United Synagogue may at any time or times hereafter have against the Company in respect of the construction maintenance repair and user of the said bridge and other works before mentioned or entry upon the said land numbered 1 for the purposes aforesaid or for or on account of any of the land of the United Synagogue being injuriously affected by the Company or their agents contractors or workmen in the execution of the works necessary or incidental to the construction of the said bridge and the sidings and other works thereon except in respect of such

accidental damage to the said cemetery or tombstones as aforesaid:

(6) The receipt of the two treasurers for the time being of the United Synagogue referred to in Clause 7 (B) of "An Act for "confirming a scheme of the Charity Commissioners for the "Jewish United Synagogues" 14th July 1870 shall be a sufficient discharge to the Company for the payment of the respective sums of one hundred and fifty pounds and one thousand three hundred and fifty pounds.

For protection of Loughton parish council.

38. If the Company shall stop up any portion of the footpath in the field numbered 6 on the deposited plans in the parish of Loughton they shall substitute for so much of such footpath as they shall so stop up a footbridge four feet six inches wide with all necessary steps and thereafter maintain the same Provided always that the Company shall not at any time be required to cleanse sand or light the said footbridge or the steps leading thereto.

Purchase of certain lands confirmed.

39. The Company may hold and may use and appropriate for any purposes of their undertaking the lands herein-after mentioned already acquired by the Company and shown on the deposited plans (that is to say):—

In the county of Essex—

(A) Lands in the parish of Ilford abutting towards the north on the Company's Colchester main line and being heretofore parts of the properties numbered 952 953 and 954 on the $\frac{1}{2500}$ ordnance map (second edition 1896) of that parish:

For protection of Ilford urban district.

Provided that if the Company stop up any portion of the footpath in the field numbered 2 on the deposited plans in the parish of Ilford they shall extend the existing footbridge in lieu of so much of the said footpath as they shall so stop up and thereafter maintain such extended footbridge and shall also provide and erect four lamps thereon Provided always that the Company shall not at any time be responsible for the sanding or cleansing of the said extended footbridge or the steps leading thereto or the lighting of the said lamps:

(B) Lands houses and buildings in the parish of Saint Nicholas Harwich in the borough of Harwich and abutting towards the west on Stour Street towards the east on the Company's Harwich branch and extending southward along the railway for a length of about $3\frac{1}{2}$ chains from the Stour Street level-crossing over the same:

In the Isle of Ely and county of Cambridge—

(C) Lands in the parish of March being the properties numbered 520 and 543 and part of the property numbered

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491 on the $\frac{1}{2500}$ ordnance map (first edition 1887) of that parish:

In the county of Hertford—

(D) Lands in the parish of Cheshunt heretofore parts of the properties numbered 1463 and 1464 on the $\frac{1}{2500}$ ordnance map (second edition 1898) of that parish:

In the county of Suffolk—

(E) A piece of land timber yard and buildings in the parish of Lowestoft in the borough of Lowestoft and lying between Belvedere Road on the west and the Company's goods line at South Lowestoft on the east;

(F) Lands with the buildings thereon in the said parish of Lowestoft being the properties numbered 136 137 and 140 and part of the property numbered 141 on the $\frac{1}{2500}$ ordnance map (first edition 1885) of that parish;

(G) Land in the said parish of Lowestoft lying between the Commercial Road and the inner harbour (including part of the quay on the north side of the said harbour) and bounded towards the east and west by lands and property of the Company:

And the Company may stop up and discontinue the use of any footpath or footpaths now crossing any of the said lands so acquired as aforesaid.

Power to take easements &c. by agreement.

40. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to sell parts only of certain properties.

41. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company, and that such portions or some other greater or less portions thereof can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule

to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other greater or less portions thereof (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges

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and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the schedule properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power to acquire easements for constructing tunnel at Ipswich.

42. And whereas the widening and improvement (No. 4) by this Act authorised is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Third Schedule to this Act at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using the said widening and improvement through or under each of those properties without being obliged to purchase the land over the said widening and improvement or through or under which the same will be made or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted

shall determine that such right or easement cannot be acquired or used by the Company without material detriment to the respective property Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than forty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Land for extraordinary purposes.

43. The Company in addition to any other lands which by this Act they are authorised to acquire may by agreement from time to time purchase additional land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 connected with their undertaking not exceeding in quantity fifty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land purchased under the powers of this section.

Period for compulsory purchase of lands.

44. The powers of the Company or as the case may be of the two councils for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Extension of time for compulsory purchase of lands and fo completion of works.

45. The periods respectively limited for the compulsory purchase of lands for and for the completion of—

(A) So much of the Railway No. 2 authorised by the Great Eastern Railway (New Lines in Norfolk and Suffolk) Act 1897 as was not authorised to be abandoned by the Great Eastern Railway Company and Midland and Great Northern Railways Joint Committee Act 1898 by which last-named Act the powers in reference to the said Railway No. 2 were transferred to the Norfolk and Suffolk Joint Railways Committee thereby incorporated; and

(B) The deviation of the said Railway No. 2 authorised by the last-mentioned Act of 1898;

are hereby extended as follows:—

The period for the compulsory purchase of lands in each case until the twenty-fifth day of July one thousand nine hundred and two; and

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The period for the completion of works in each case until the twenty-fifth day of July one thousand nine hundred and six.

Restrictions on displacing persons of labouring class.

46.—(1) The Company or as the case may be the Norfolk and Suffolk Joint Railways Committee (herein-after in this section called "the committee") shall not under the powers of this Act or under the powers of any former Act revived or extended by this Act purchase or acquire in any district in the administrative county of London (in this section referred to as "London") twenty or more houses or in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or as the case may be the Committee—

(A) Shall have obtained the approval in the case of London of the Secretary of State for the Home Office or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Secretary of State or as the case may be the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the Secretary of State or as the case may be the Local Government Board for the carrying out of the scheme.

(2) The approval of the Secretary of State or as the case may be the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Secretary of State or as the case may be the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme

to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary of State or as the case may be the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Secretary of State or as the case may be the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Secretary of State or as the case may be the Local Government Board out of the High Court.

(5) If the Company or the committee acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary of State or as the case may be the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company or the committee as the case may be may appropriate any lands or houses for the time being belonging to them or which they have power to acquire or may have already acquired or erected and may purchase such further lands or houses as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands outside London by the Company or the committee as the case may be for the purposes of any scheme under this section in the same manner in all respects as if the Company or the committee as the case may be were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company or the committee as the case may be may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may

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sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company or the committee as the case may be in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Secretary of State or as the case may be the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) All buildings erected or provided by the Company in London for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and any other Act or Acts relating to buildings in the county of London.

(9) Notwithstanding anything to the contrary in section 157 of the Public Health Act 1875 outside London the provisions of that section and of section 155 of the same Act and section 3 of the Public Health (Buildings in Streets) Act 1888 shall apply to buildings erected outside London or provided by the Company or the committee for the purpose of any scheme under this section.

(10) The Secretary of State may direct any inquiries to be held by any persons appointed by him as inspectors and the Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section or to the carrying out of any such scheme and for giving effect to any of the provisions of this section and the Secretary of State may appoint or employ inspectors for the purposes of any such inquiry and such inspectors shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries by that Board under the Public Health Act 1875.

(11) The Company or as the case may be the committee shall pay to the Secretary of State any expenses incurred by him in relation to any inquiries under this section and shall also pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including in each case the

expenses of any witnesses summoned by the inspector and a sum to be fixed by the Secretary of State or as the case may be the Local Government Board for the services of such inspector not exceeding in the case of an inspector appointed by the Local Government Board three guineas a day.

(12) Any houses purchased or acquired by the Company or as the case may be the committee for or in connection with any of the purposes of this Act or of any former Act the powers of which are revived or extended by this Act whether purchased or acquired in exercise of the powers conferred by this Act or by such former Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Secretary of State or as the case may be the Local Government Board under the powers of any previous Act relating to the Company or as the case may be the committee shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Secretary of State or as the case may be the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary of State or as the case may be the Local Government Board they might have been sufficient to accommodate.

(13) For the purposes of this section—

The expression "labouring class" means mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them;

The expression "house" means any tenement separately occupied by any person or persons;

The expression "district" means the district of a sanitary authority for the purposes of the Public Health (London) Act 1891.

Restriction on taking houses of

47. The two councils shall not nor shall either of them under the powers of this Act purchase or acquire ten or more houses

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labouring class by the two councils.

which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

If the two councils or either of them acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions they shall respectively be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

For the purposes of this section—

The expression "labouring class" means mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them;

The expression "house" means any tenement separately occupied by any person or persons.

Discontinuance of part of Beccles and Lowestoft line &c.

48. The Company may discontinue for the conveyance of passengers so much of their Beccles and Lowestoft line as lies between a point about fifteen chains eastward from the centre of Oulton Broad Station and a point about three chains north-eastward from the centre of Carlton Colville swing bridge and may abandon and remove the rails of or discontinue for the conveyance of passengers the portion of the said Beccles and Lowestoft line lying between the last-mentioned point and Carlton Colville Station and may remove the viaduct and swing bridge over Lake Lothing and may hold sell demise or otherwise deal with the lands over which the portion or portions of the said Beccles and Lowestoft line to be so abandoned now stands or stand.

Power to erect and let a yacht club-house at Lowestoft.

49. The Company may at an expenditure not exceeding five thousand pounds erect a yacht club-house and premises connected therewith upon lands acquired or to be acquired by them at Lowestoft in the county of Suffolk and may demise or let the same or any part or parts thereof for such term or terms and upon

and subject to such terms (pecuniary or other) and conditions and to such person or persons company or companies as they think fit.

Special constables.

50. Subject to the conditions herein set forth any two justices having jurisdiction in any one of the counties cities or boroughs in which the constables are to act may on the application of the Company appoint all or so many as they think fit of the persons recommended to them for that purpose by the Company to act as special constables upon and within the whole of the railways stations and works belonging or leased to or worked by the Company either solely or jointly with any other company or companies or any committee or committees and every or any part thereof respectively and the following provisions shall apply to every appointment so made :—

(1) Every person so appointed shall make oath or declaration in due form of law before any justice having jurisdiction in any one of the counties cities or boroughs in which such person is to act duly to execute the office of a constable :

(2) Every person so appointed and having been sworn or having made such declaration as aforesaid shall during the continuance of his appointment have all the powers protection and privileges of a constable in respect of the exercise of his duties and may follow and arrest any person who has departed from any of the said railway stations or works after committing therein or thereon any offence for which he might have been arrested while within or upon the said railway stations or works :

(3) Any two justices assembled and acting together or the Company may dismiss from his office or accept the resignation of any constable so appointed and thereupon all powers protection and privileges belonging to such person by virtue of such appointment shall wholly cease No person so dismissed or resigning shall be capable of being re-appointed except with the consent of the authority by whom he was dismissed :

(4) The local authorities of any county city or borough shall not be liable for any expense of or be responsible for any acts or defaults of such constables or for anything connected with or consequent upon their appointment and nothing in this Act contained shall restrict or affect the jurisdiction or powers of the respective local authorities of the county city or borough as the case may be or the police force under their control :

(5) A constable appointed as aforesaid shall not act as such under the authority of this Act unless he be in uniform or provided with an authority to act as a constable which authority the justice before whom such constable makes oath or declaration

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as aforesaid is hereby empowered to grant and if the constable be not in uniform he shall show such authority whenever called upon to do so.

As to Laing's mortgages.

51. The directors of the Company may without any previous sanction by a general meeting of the stockholders issue as fully paid up to any holder of borrowed capital of the Company (in exchange for and in liquidation of a like nominal amount of borrowed capital secured by mortgages or debentures known as "Laing's mortgages" and conferring the option of receiving ordinary stock of the Company at par in exchange for loan or borrowed capital) either new ordinary stock (which the directors are hereby authorised to create for the purpose and which shall form part of the ordinary stock of the Company) or any ordinary stock of the Company for the time being unissued or they may procure the transfer to any such holder for the like purpose of fully paid up ordinary stock of the Company (which the directors are hereby authorised to purchase for this purpose out of any of the capital moneys of the Company) or they may apply any of the capital moneys of the Company in repaying or redeeming any such borrowed capital or in purchasing any such mortgage or debenture provided that such repayment redemption or purchase be not made at a premium exceeding that at which the ordinary stock of the Company for the time being stands And every act done by the directors before the passing of this Act which would if done after the passing thereof have been authorised by this section is hereby confirmed and shall be deemed to have always been valid and effectual Any stock which the Company may issue to the holder of any such mortgage or debenture shall for the purpose of the borrowing powers of the Company under this or any other Act already passed or to be passed be deemed to be fully and bonâ fide paid up in cash.

As to statements of amount of Company's capital in accounts.

52. Whereas by the Acts set forth in the Fourth Schedule to this Act the Company are authorised to create and issue shares and stock to the nominal amount of thirty-two million five hundred and thirty-eight thousand eight hundred and eighty-six pounds and to borrow on mortgage or issue debenture stock to the nominal amount together of fourteen million six hundred and thirty-five thousand eight hundred and ninety-four pounds Therefore for the purposes of all statements of capital and accounts and of all declarations and evidence as to the capital of the Company on the thirtieth day of June one thousand eight hundred and ninety-nine it shall be sufficient to state until and unless the contrary is shown that the above amounts of shares stock mortgages and debenture stock

respectively are the amounts which the Company were up to the date aforesaid authorised to create and issue Provided that nothing in this Act contained shall alter prejudice or affect any authorities or powers which the Company already possess or which they may acquire by this or any other Act of the present Session of Parliament with regard to the creation and issue of capital or borrowing or the issue of debenture stock in respect thereof or any authorities or powers which the Company now possess or may acquire under any Act of the present Session of subscribing to the capital of any other company or any authorities or powers with regard to capital or borrowing which the Company already possess in conjunction with any other company or companies.

Power to apply existing funds.

53. The Company may raise and apply for or towards any of the purposes of this Act or of any of their existing Acts to which capital is properly applicable any money which they are already authorised to raise and which may not be required by them for the special purposes (if any) for which that money was authorised to be raised Provided always that when by any existing Act relating to the Company the amount which the Company may raise and apply for any specified purpose is limited nothing in this section shall authorise the Company to raise or apply for such purpose any sum beyond the amount so limited.

Power for Company to raise capital by shares or stock.

54. The Company may for the purpose of raising additional sums of money for the purposes of this Act and of any of their existing Acts and for other purposes of their undertaking from time to time create and issue shares or stock not exceeding in the whole in nominal amount three million pounds and such shares or stock may be either wholly or partly preference shares or preference stock or wholly or partly ordinary shares or ordinary stock and with any fixed fluctuating contingent preferential perpetual terminable deferred or other dividend or interest and with or without provision for the amalgamation of any such shares or stock with the ordinary stock for the time being of the Company And the provisions contained in section 78 of the Great Eastern Railway Act 1876 shall be applicable with respect to any shares or stock which may be created and sections 81 and 82 of the said Act shall also be applicable with respect to any shares so created.

Shares or stock to form part of Company's general capital.

55. All shares or stock created by the Company under this Act shall subject to the provisions of this Act form part of the general capital of the Company.

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Power to borrow on mortgage.

56. The Company may in respect of the additional capital of three million pounds which they are by this Act authorised to raise by the creation and issue of shares or stock from time to time borrow on mortgage of their undertaking such sums as they think fit not exceeding in the whole one million pounds (that is to say) When one hundred and fifty thousand pounds in respect of such additional capital has been bonâ fide paid up and certified as herein-after mentioned they may borrow on mortgage any sum of money not exceeding fifty thousand pounds and a like additional sum of fifty thousand pounds when every further sum of one hundred and fifty thousand pounds has been bonâ fide paid up and certified as herein-after mentioned but no such borrowing powers shall be exercised by the Company until they shall prove to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares or stock for raising such additional capital or some part thereof have been bonâ fide paid up to the extent in money of one hundred and fifty thousand pounds in respect of every sum of fifty thousand pounds intended to be borrowed and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proofs aforesaid have been given which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

57. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and existing at the passing hereof shall during their continuance and subject to the provisions of the Acts under which the same were respectively granted have priority of any mortgages granted by virtue of this Act but nothing in this section shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Repealing provisions of former Acts for appointment of a receiver.

58. The provisions of all former Acts relating to the Company authorising the appointment of a receiver for principal or interest moneys due upon any mortgages of the Company are hereby repealed but subject and without prejudice to any appointment of a receiver or proceedings taken under or by virtue of such appointment and in force or pending at the time of the passing of this Act.

For appointment of a receiver.

59. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise

the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

60. The Company may create and issue debenture stock to the same nominal amount as they are by this Act authorised from time to time to borrow on mortgage subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by subsequent Acts but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of capital under Act.

61. All moneys raised under this Act whether by shares stock mortgages or debenture stock shall be applied only to the purposes authorised by this Act or by any other Act or Acts relating to the Company passed or to be passed during the present or any previous Session of Parliament and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Interest not to be paid on calls paid up.

62. No interest or dividend shall be paid out of any share stock or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

63. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

64. Nothing in this Act contained shall exempt the Company or their undertaking from the provisions of any general Act relating to railways or to the better and more impartial audit of the accounts of railway companies passed before or after the com-

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mencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by any Act relating to the Company.

Expenses of Act.

65. The costs charges and expenses preliminary to and of and incidental to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the twenty-ninth day of November 1899 between THE COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF HERTFORD (herein-after called "the Hertfordshire Council") of the first part THE RURAL DISTRICT COUNCIL OF EPPING in the county of Essex (herein-after called "the District Council") of the second part HORACE JAMES SMITH BOSANQUET of Broxbournebury in the said county of Hertford Esquire of the third part RALPH CHARLTON PALMER of Lodge Farm Nazeing in the county of Essex Esquire and ARCHDALE VILLIERS PALMER of No. 10 Atherstone Terrace South Kensington in the county of London Esquire of the fourth part and THE GREAT EASTERN RAILWAY COMPANY (herein-after called "the Company") of the fifth part.

WHEREAS by an Act of Parliament passed in the Session of Parliament of the year 1899 and intituled the Great Eastern Railway (General Powers) Act 1899 (herein-after referred to as "the said Act") the Company have been authorised to execute certain works in the said Act mentioned which works include a widening (No. 2) of the Northern and Eastern Railway commencing in the parish of Walthamstow in the county of Essex and terminating in the parish of Hoddesdon (Urban) in the county of Hertford:

And whereas by section 36 of the said Act it is provided that notwithstanding anything contained in the said Act the Company shall not carry out any portion of the widening No. 2 in the parish of Broxbourne until after the period of eighteen months after the passing of the said Act or the shorter period therein-after mentioned and that the Company in the next session of Parliament shall apply for and use their best endeavours to obtain authority to stop up and close the level crossing No. 3A in the said parish of Broxbourne and to obtain the sanction of Parliament to any agreement which may be entered into between the Company and all other necessary parties for the construction (subject to any agreed modification thereof) of the proposed works shown on a plan in the said section referred to as signed in duplicate by John Wilson on behalf of the Company and Urban Armstrong Smith on behalf of the Hertfordshire Council it being a condition of such agreement that all lands required for the construction of any such works to be executed by the Company shall be conveyed to the Company without any money consideration and that the closing of the said crossing shall be sanctioned And it is by the said section further provided that if at an earlier period than eighteen months the Company shall obtain authority to stop up the said level

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crossing and the above-mentioned agreement has been duly sealed by all necessary parties the period of eighteen months shall be reduced to such earlier period:

And whereas the plan annexed to this agreement is a copy of the plan referred to in the said recited section:

And whereas the said Horace James Smith Bosanquet is the owner as to part in fee simple and as to other part as tenant for life in possession free from incumbrances of the lands in the parish of Broxbourne in the county of Hertford known respectively as Mill Mead and Cross Mead and lying on either side of the mill stream shown on the said annexed plan and comprising the several strips of land upon which the several roads numbered 3 and 4 and parts of the roads numbered 1 and 2 in the said annexed plan are to be constructed as herein-after provided and extending towards the east to the centre line of the cut or stream known as the Lee and Stort Navigation (and also shown on the said annexed plan) and the parties hereto of the fourth part are the owners in fee simple in possession free from incumbrances of the lands in the rural district of Epping in the county of Essex shown on the said annexed plan and lying on the east side of the said Lee and Stort Navigation and extending towards the west to the centre line of the said navigation which said centre line forms part of the boundary between the said counties of Hertford and Essex:

And whereas the said Horace James Smith Bosanquet is entitled to a right-of-way by means of an occupation level crossing over the Company's line at Broxbourne Station and also to a right-of-way by means of a cattle creep or subway under the railway adjoining the mill stream on the north side thereof by which access is given from the village of Broxbourne to the said Cross Mead and to other land of the said Horace James Smith Bosanquet:

And whereas the construction of the works herein-after mentioned will be of advantage to the parties hereto of the third and fourth parts and to their respective properties aforesaid:

And whereas the parties hereto are desirous of entering into the agreement herein-after contained for the construction of the works herein-after described (which works are the works referred to in the said section 36 of the said Act and shown on the plan therein mentioned) and for the other purposes herein-after appearing:

Now therefore the respective parties hereto so far as the agreements herein-after contained are or ought to be performed by them respectively but not further or otherwise do for the considerations herein appearing hereby agree with the others or other of them as follows (that is to say) Subject to the conditions contained in clause 14 of these presents and to the due performance by the parties hereto of the third and fourth parts of the obligations undertaken by them respectively in clause 4 of these presents—

1.—(1) The Hertfordshire Council and the District Council shall construct a road leading in an easterly direction from the point D marked on the said annexed plan along the lines of the proposed roadway No. 1 shown thereon and therein coloured pink to the point marked B on the said plan (at which

last-mentioned point the said roadway shall be properly connected with the existing highway) together with an iron girder bridge with brick piers or abutments and brick parapets at or near the point C marked on the said plan for carrying the said roadway No. 1 over the Lee and Stort Navigation as shown on the said annexed plan.

(2) Subject to the provisions herein-after contained the said roadway shall be constructed as to the part thereof situate within the county of Hertford under the superintendence of the county surveyor for the time being of that county and as to the part thereof situate within the county of Essex under the superintendence of the highway surveyor for the time being of the District Council and to the satisfaction of the surveyor for the time being of the county of Essex The said bridge at the point C shall be constructed under the superintendence of the said county surveyors.

(3) A plan showing the intended external elevation of the abutments piers and parapets of the said bridge to be erected at the said point C shall be submitted to the agent for the time being of the said Horace James Smith Bosanquet or his successors in title (herein-after called "the Broxbournebury estate agent") not less than one calendar month before the commencement of the said bridge and if within one calendar month after delivery of the said plan the Broxbournebury estate agent shall not by writing signify to the Hertfordshire Council or the District Council his disapproval thereof such plan shall be deemed to be approved but if within the said one calendar month disapproval shall be so signified as aforesaid the matter in difference as to the external elevation of the abutments piers and parapets of the said bridge shall be settled by an engineer to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of the Hertfordshire Council or District Council and the said bridge shall as to the external elevation aforesaid be constructed in accordance with the plan as so delivered as aforesaid or as approved by the said engineer as the case may be and the fees of the said engineer shall be borne as to one moiety thereof by the Hertfordshire Council and the District Council and as to the other moiety thereof by the said Horace James Smith Bosanquet.

(4) The cost of constructing the said roadway (including the said bridge) shall be defrayed by the Hertfordshire Council and the District Council in equal shares.

2.—(1) Subject to the conditions contained in clause 14 of these presents and to the due performance by the parties hereto of the third and fourth parts of the obligations undertaken by them respectively in clause 4 of these presents the Company shall with all due despatch and at their own expense construct execute and complete the following works (that is to say):—

(A) A roadway and an iron girder bridge with brick abutments or piers and brick parapets for carrying the same over the railway near Broxbourne Station and over the mill stream from the point marked E on the said annexed plan to the point marked D thereon along the lines of the proposed roadway which is shown on the said annexed plan and

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thereon described as road No. 2 and coloured pink The said roadway between the points marked E and D on the said plan shall at the expense of the Company be properly made and metalled and connected at the said point E with the existing main road which crosses the New River near the said point and at the said point D with the roadway No. 1 herein-before mentioned which is to be constructed at the joint expense of the Hertfordshire Council and the District Council:

(B) A roadway leading in a southerly direction from the eastern end of the bridge lastly herein-before mentioned from the point marked F on the said annexed plan to the point marked G thereon along the lines of the proposed roadway which is shown on the said annexed plan and thereon described as road No. 3 and coloured pink so as to connect the said roadway No. 2 with the road leading from the Crown Hotel in the parish of Nazeing to the south tail of the Broxbourne Mill together with an iron girder bridge with brick abutments or piers and brick parapets for carrying the said roadway No. 3 over the said south tail at the point marked G on the said annexed plan The said roadway between the points marked F and G on the said plan shall at the expense of the Company be properly made and metalled and connected at the said point G with the existing roadway leading towards the said Crown Hotel:

(C) A private accommodation road suitable for wagons carts and cattle from the point marked H on the said annexed plan to the point marked I thereon along the lines of the proposed roadway which is shown on the said plan and thereon described as road No. 4 and coloured pink so as to connect the land of the said Horace James Smith Bosanquet with the said roadway No. 2 together with a diversion as shown on the said annexed plan of the ditch which will be crossed by the said accommodation road such diversion to comprise a sufficient culvert under the said road and the bank adjoining the same.

(2) The Company shall not commence or execute any of the aforesaid works between the points marked F and D and the points marked F and G on the said plan until the expiration of one calendar month after they have delivered to the county surveyor for the time being of the county of Hertford (in this clause called "the county surveyor") plans sections and specifications of the works intended to be executed and the materials to be used therein And the Company shall not commence or execute the aforesaid works between the points marked H and I on the said plan until the expiration of one calendar month after they have delivered to the Broxbournebury estate agent plans sections and specifications of the works intended to be executed between the said points marked H and I and the materials to be used thereon The said respective plans sections and specifications shall be so delivered by the Company within six calendar months after the passing of the said Bill to be introduced by the Company in the next session of Parliament as provided by the said section 36 of the said Act If the county surveyor shall as regards the works to be executed between the points marked F and D and the points marked F and G on the said plan or the Broxbournebury estate agent shall as regards the works to be executed between the points marked H and I

thereon by writing under his hand signify his disapproval of such works or any part thereof within one calendar month after such plans sections and specifications have been so delivered to him the Company shall not commence or execute any works of which disapproval shall have been so signified until plans sections and specifications thereof shall have been approved by an engineer to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of the Company after notice to the county surveyor or to the Broxbournebury estate agent as the case may be The Company shall execute the said works in accordance with the plans sections and specifications as delivered to the county surveyor or to the Broxbournebury estate agent as the case may be or as approved by the said engineer as the case may be and not otherwise and under the superintendence and to the reasonable satisfaction of the county surveyor or of the Broxbournebury estate agent as the case may be. All costs fees charges and expenses of the said engineer in relation to the said works shall as regards works between the said points marked F and D and between the said points marked F and G on the said annexed plan be borne and paid by the Company and the Hertfordshire Council in equal shares and as regards works between the said points marked H and I on the said annexed plan be borne and paid by the Company and the said Horace James Smith Bosanquet in equal shares.

(3) A plan showing the intended external elevation of the abutments piers and parapets of the bridges to be erected by the Company as aforesaid shall be submitted to the Broxbournebury estate agent not less than one calendar month before the commencement of the said bridges and if within one calendar month after delivery of the said plan the Broxbournebury estate agent shall not by writing signify to the Company his disapproval thereof such plan shall be deemed to be approved but if within the said one calendar month disapproval shall be so signified as aforesaid the matter in difference as to the external elevation of the abutments piers and parapets of the said bridges shall be settled by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of the Company and the said bridges shall as to the external elevation aforesaid be constructed in accordance with the plan as so delivered or as approved by the said engineer as the case may be and the fees of the said engineer shall be borne by the Company and the said Horace James Smith Bosanquet in equal shares.

(4) The Company shall for the space of one year after the completion by them of the several roadways bridges and works which are to be executed by them as aforesaid be bound to maintain and keep the same in good repair and condition and after the expiration of the said year the Company shall only be bound to maintain and keep in good repair and condition so much of the said roadway No. 2 as will be between the points marked E and F on the said plan together with the bridges for carrying the said portion of roadway over the railway and over the mill stream respectively.

3. Each of the said roadways herein-before mentioned shall be constructed with all proper drains watercourses and gullies and shall inclusive of the respective footpaths herein-after mentioned be of the widths shown on the

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said annexed plan from side to side between the fences measured on the square Each of the said bridges herein-before mentioned shall be of the width shown on the said annexed plan The gradients of the said roads Nos. 2 and 3 shall not be steeper than one in twenty and the gradients of the said road No. 4 shall not be steeper than one in fifteen There shall be a footpath six feet in width on the northern side of the roadway from E to B and a footpath four feet in width on the eastern side of the roadway from F to G on the said plan.

4. The said Horace James Smith Bosanquet will as and when required by the Company and in consideration of the works herein-before agreed to be made and without any money consideration or compensation whatsoever convey to the Company the fee simple in possession of so much of the land situate on the west side of the railway and coloured pink on the said annexed plan as is not the property of the Company and make all necessary arrangements with his tenants and as early as may be practicable deliver to the Company vacant possession of the land so to be conveyed as aforesaid free from all incumbrances and from all rights to compensation and all other claims on the part of any lessee tenant or occupier thereof and as soon as the said Horace James Smith Bosanquet shall have made such conveyance and delivered such possession as aforesaid the Company shall pay to him the sum of thirty-five guineas towards his legal costs in relation to this matter and the Company will with all reasonable despatch after they take possession of the said land remove the structure of the coffee shop now standing thereon and re-erect the same in some position on the adjoining land of the said Horace James Smith Bosanquet to be indicated by the Broxbournebury estate agent And the parties hereto of the third and fourth parts will as and when required by the Hertfordshire Council and the District Council and the Company respectively and in consideration of the works herein-before agreed to be made and without any money consideration or compensation whatsoever freely and absolutely give up to the Hertfordshire Council or to the District Council or to the Company (as the case may require) such of the land and soil coloured pink on the said plan as is situate on the east side of the railway and such rights and easements and such other facilities as may be required for the construction and maintenance of the works aforesaid and every or any of them and make all necessary arrangements with their respective tenants and as early as may be practicable deliver to the Hertfordshire Council or to the District Council or to the Company (as the case may require) vacant possession of such land and premises free from all incumbrances and from all rights to compensation and all other claims on the part of any lessee tenant or occupier thereof.

5. The Hertfordshire Council shall properly form metal and complete the roadway from the said point marked G on the said annexed plan to the said Crown Hotel with a footpath on the east side thereof and shall keep the same in good repair and condition and shall also after the expiration of one year from the completion by the Company of the said road No. 3 and such portion of the said road No. 2 as will lie between the points marked F and D on the said annexed plan keep the same roads respectively in good repair and condition.

6. The said road No. 4 shall be a private occupation road and shall belong to the said Horace James Smith Bosanquet and his successors in title free from any right or claim thereover or in relation thereto on the part of the Hertfordshire Council or the Company and the said Horace James Smith Bosanquet or his successors in title shall be at full liberty to keep and maintain a gate or other barrier across the same at the point H or elsewhere as he or they may think fit But the Company shall bear the expense of keeping the said road in repair until the expiration of one year after the completion thereof by the Company.

7.—(1) The Company shall erect good and sufficient brick parapets on each side of every bridge erected by them under this agreement of not less height than 4 feet 6 inches and also good and sufficient fences of not less height than 4 feet 6 inches on each side of such portions of the said roads Nos. 2 and 3 as will not be situate on the said bridges and also if so required by the Broxbournebury estate agent on both sides of the said road No. 4 but they shall only be liable to maintain the fences of such portion of the said roadway No. 2 as will be situate between the points marked E and F on the said plan including the fences and parapets of the bridges carrying the said portion of roadway.

(2) The Hertfordshire Council and District Council shall at their joint expense erect good and sufficient fences not less than 4 feet 6 inches high on each side of the said road No. 1 but shall not be liable to maintain the same.

(3) The parties hereto of the third and fourth parts respectively shall for ever maintain and keep in good repair the fences of such portions of the said several roads as will be constructed on land now belonging to them respectively excepting the fences of so much of the said road No. 2 as will be situate between the points marked E and F on the said annexed plan.

8. Upon the completion of the works herein-before agreed to be executed by the Company the said Horace James Smith Bosanquet will give up and release and procure all necessary parties to give up and release unto the Company all rights of way by means of the occupation level crossing at Broxbourne Station herein-before referred to and all rights of way by means of the cattle creep or subway under the railway adjoining the mill stream on the north side thereof and any like access which may have been provided by the Company under section 34 of the said Act to the intent that the said level crossing and cattle creep and any like access as aforesaid may be permanently closed and extinguished.

9. If in exercise of the powers of the said Act of 1899 in relation to any matter other than the matters which are the subject of sections 34 and 36 of the said Act and of this agreement the Company may be or become liable to execute or provide any works for the protection accommodation or benefit of any of the parties hereto of the first and third parts nothing herein contained shall be deemed to release the Company from such liability.

10. The parties hereto shall execute all such deeds and instruments (if any) as may be necessary or proper for carrying this agreement into effect.

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11. The Company shall use their best endeavours to procure this agreement to be scheduled to the Bill to be introduced by the Company in the next session of Parliament (as provided by section 36 of the said Act) and to procure the insertion and enactment in the said Bill of a clause confirming this agreement.

12. If the said Bill shall be introduced and proceeded with in the next session of Parliament and in accordance with the provisions of the last preceding clause hereof then and in such case and on the faith of all the agreements on the part of the Company herein contained being specifically performed and observed by the Company none of the parties hereto of the first four parts will offer or sanction any opposition to such Bill so far as the same relates to the stopping up and closing of the said level crossing referred to in the said section 36 of the said Act.

13. This agreement is made subject to such alteration as Parliament may think fit to make therein but if the committee on the Bill shall make any material alteration in this agreement it shall be lawful for any of the parties hereto by notice in writing to the others to determine and put an end to the same.

14. Except as to the three last preceding clauses hereof the agreements herein-before contained are conditional upon the Company obtaining in the next session of Parliament (A) authority to stop up and close the said level crossing referred to in section 36 of the said Act and (B) confirmation by Parliament of these presents and if such authority and confirmation as aforesaid are not obtained in the next session of Parliament all the provisions herein-before contained except the three last preceding clauses hereof shall become null and void.

In witness whereof the Hertfordshire County Council and the Rural District Council of Epping and the Company have respectively caused their common seals to be hereunto affixed and the said Horace James Smith Bosanquet Ralph Charlton Palmer and Archdale Villiers Palmer have hereunto respectively set their hands and seals the day and year first above written.

Sealed with the Corporate Seal of the Hertfordshire County Council in the presence of

JOHN EVANS
Vice-Chairman of the said County Council.

CHAS. ELTON LONGMORE
Clerk of the said County Council.

The Seal of the Hertfordshire County Council.

Sealed with the Corporate Seal of the Epping Rural District Council in the presence of

S. C. MARSH
Chairman of the said Rural District Council.

RAYMOND D. TROTTER
Clerk of the said Rural District Council.

The Seal of the Epping Rural District Council.

Sealed with the Corporate Seal of the Great Eastern Railway Company in the presence of
W. H. Peppercorne
Secretary.

The Seal of the Great Eastern Railway Company.

Signed sealed and delivered by the above-named Horace James Smith-Bosanquet in the presence of
W. Trower
Lincoln's Inn
Solicitor.

HORACE J. SMITH-BOSANQUET.

L.S.

Signed sealed and delivered by the above-named Ralph Charlton Palmer in the presence of
Sidney A. Eldred
Clerk
4 Frederick's Place
Old Jewry E.C.

RALPH CHARLTON PALMER.

L.S.

Signed sealed and delivered by the above-named Archdale Villiers Palmer in the presence of
Sidney A. Eldred.

ARCHDALE VILLIERS PALMER.

L.S.

THE SECOND SCHEDULE.

DESCRIBING LANDS BUILDINGS AND PREMISES WHEREOF PORTIONS ONLY ARE REQUIRED TO BE TAKEN BY THE COMPANY.

Work.	Parish.	No. on deposited Plans.
Railway No. 1 - -	Pakefield - - -	88
Widening and Improvement No. 2.	West Ham - - -	11
Widening and Improvement No. 3.	Bishop's Stortford - -	24

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THE THIRD SCHEDULE.

DESCRIBING LANDS BUILDINGS AND PREMISES UNDER WHICH EASEMENTS ONLY ARE REQUIRED TO BE TAKEN BY THE COMPANY.

Work.	Parish.	No. on deposited Plans.
Widening and Improvement No. 4.	St. Mary Stoke in the County Borough of Ipswich.	3 4 5 6 7 10 11

THE FOURTH SCHEDULE.

ACTS OF PARLIAMENT AUTHORISING SHARE AND LOAN CAPITAL OF THE COMPANY.

The Great Eastern Railway Act 1862.
The Great Eastern Railway Act 1862 (Lowestoft Railway and Harbour).
The Great Eastern Railway Act 1862 Ware Hadham and Buntingford Line Purchase.
The Eastern Counties Railway Epping Lines Act 1862.
The Eastern Union Railway Act 1862.
The Great Eastern Railway (Steam Boats) Act 1863.
The Great Eastern Railway (Additional Powers) Act 1863.
The Great Eastern Railway (Junctions) Act 1864.
The Great Eastern Railway (Ramsay Branch) Act 1865.
The Great Eastern Railway (Additional Powers) Act 1866.
The Great Eastern Railway (Finance) Act 1867.
The Bishop Stortford Railway Act 1868 (Dunmow Line).
The Great Eastern Railway (Additional Powers) Act 1869.
The Great Eastern Railway Act 1872.
The Great Eastern Railway Act 1874.
The Great Eastern Railway Act 1875.
The Great Eastern Railway Act 1876.
The Great Eastern Railway Act 1877.
The Great Eastern Railway (Northern Extension) Act 1878.
The Great Eastern Railway (General Powers) Act 1878.
Great Eastern and Bury Saint Edmunds and Thetford Railway Companies' Act 1878.
Great Eastern and East Norfolk Railway Companies' Act 1881.
Great Eastern Railway Act 1881.

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Great Eastern Railway Act 1882.
Great Eastern Tendring Hundred and Clacton-on-Sea Railway Companies' Act 1883.
Great Eastern Railway (General Powers) Act 1883.
Great Eastern Railway (General Powers) Act 1885.
Great Eastern and Felixstowe Railways Arrangement Act 1887.
Great Eastern Railway (General Powers) Act 1887.
Great Eastern Hunstanton and West Norfolk Railway Companies' Act 1890.
Great Eastern Railway (General Powers) Act 1890.
Great Eastern Railway (General Powers) Act 1893.
Great Eastern Railway (General Powers) Act 1896.
Great Eastern Railway (Lowestoft Harbour) Act 1897.
Great Eastern Railway (General Powers) Act 1897.
Great Eastern Railway (General Powers) Act 1898.
Ware Hadham and Buntingford Railway Act 1861.
Ware Hadham and Buntingford Railway Act 1863.
Bishop Stortford Dunmow and Braintree Railway Act 1861.
Tottenham and Hampstead Junction Railway Act 1863.
Tottenham and Hampstead Junction Railway Act 1864.
Tottenham and Hampstead Junction Railway Act 1865.
Tendring Hundred Railway Act 1863.
Mistley Thorpe and Walton Railway Act 1864.
Mistley Thorpe and Walton Railway Act 1865.
East Norfolk Railway Act 1864.
West Norfolk Junction Railway Act 1864.
Ely Haddenham and Sutton Railway Act 1864.
Lancashire Derbyshire and East Coast Railway Act 1892 and Great Eastern Railway (General Powers) Act 1898.

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