ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cccxiii.

An Act to authorize the *Great Eastern* Railway Company to make several Railways in and near the Metropolis in connexion with their existing Railway, and to purchase Lands for a Station in the City of *London*. [29th *July* 1864.]

WHEREAS by "The *Great Eastern* Railway Act, 1862," the *Great Eastern* Railway Company (in this Act called "the Company") was formed by the Amalgamation of several Companies, and the Acts relating to those Companies were consolidated and amended, and several Acts have since been passed relating to the Company: And whereas a Railway from *Liverpool Street* in the City of *London* to *Commercial Street* near the *Bishopsgate* Station of the Company, and a Railway therefrom to their Main Line at *Tap Street*, and a Railway therefrom and from their Main Line at *Tap Street*, or One of them, to their *Enfield and Edmonton* Line near the *Edmonton* Station, and Three Railways therefrom, One thereof to the *North London* Railway near the *Hackney* Station of that Railway, and another thereof to the *Northern and Eastern* Railway near the Cattle Pens beside that Railway, and the other thereof to the *Tottenham and Hampstead Junction* Railway, also a Railway 25 & 26 Vict. c. ccxxiii.

from the said intended Railway to the *Northern and Eastern* Railway to another Point on that Railway near the River *Lea*, and another Railway from the said intended Railway to the *Enfield and Edmonton* Railway to *Walthamstow*, and to form a Junction there with an intended Railway of the Company to near *Highbeech Green*, also Two Railways from the last-mentioned intended Railway to the *Northern and Eastern* Railway at or near the Bridge which carries that Railway over the *Copper Mill* Stream, and another Railway from the said intended Railway to the *Enfield and Edmonton* Railway to the *North London* Railway near *Navarino Road*, would be of great public Advantage, and the Company are willing, if authorized by Parliament, to make such Railways: And whereas it is expedient that the Company should be authorized to purchase all the Lands and Buildings in the City of *London* comprised within an Area bounded on the Northern Side by the Properties numbered respectively 315, 316, 531, and 545, in the Parish of *Saint Botolph, Bishopsgate*, on the deposited Plans herein-after referred to, on the Western Side partly by the Street or open Space known as *Broad Street Buildings*, partly by a straight Line drawn from the North-east Corner of *Broad Street Buildings* through the House and Premises numbered 239, in the Parish of *Saint Botolph, Bishopsgate*, on the said deposited Plans, to the Boundary Line separating the Houses and Premises respectively numbered 219 and 220, in the same Parish, on the same Plans, and thence up the Middle of *Peter Street* to *Sun Street*, and thence to the said Property numbered 545 in the Parish of *Saint Botolph, Bishopsgate*, on the Southern Side by *Liverpool Street*, and on the East Side by the dotted Line on the said deposited Plans indicating the Eastern Limit of Land to be taken between the North Side of *Liverpool Street* and the said Property numbered 315, in the Parish of *Saint Botolph, Bishopsgate*, on the said Plans, and to stop up all Streets and Highways within the said Area, and to appropriate the Site of such Area to the Purposes of a Railway Station, and should also be authorized to purchase certain Lands and Buildings in the Neighbourhood of their *Bishopsgate* Station for the Enlargement thereof: And whereas the Objects aforesaid 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 the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16. 18. & 20., 23 & 24 Vict. c. 106., and

1. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. of "The Railways Clauses Act, 1863," relating to Construction of a Railway, the Provisions of

The Great Eastern Railway (Metropolitan Station and Railways) Act, 1864.

of "The Companies Clauses Consolidation Act, 1845," with respect to the several Matters following, that is to say, 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 the Non-payment of Calls, the Remedies of the Creditors of the Company against the Shareholders, the borrowing of Money by the Company on Mortgage or Bond, the Conversion of the borrowed Money into Capital, the Consolidation of the Shares into Stock, and the Provision for affording Access to the Special Act, also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, are hereby incorporated with this Act. 26 & 27 Vict. cc. 92. & 118. incorporated.

2. In construing the incorporated Acts for the Purposes of this Act, and in construing this Act, the Words and Expressions herein mentioned or referred to shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) Interpretation of Terms.

The Expression "the Special Act" shall mean this Act:

The Expression "the Company" or "the Promoters of the Undertaking" shall mean the *Great Eastern* Railway Company:

The Expression "Parish Clerks" in "The Railways Clauses Consolidation Act, 1845," shall, as regards those Parishes or Extra-parochial Places in which, by the Standing Orders of either House of Parliament, Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish, or with the Clerk of the District Board of Works for the District in which the Parish or Extra-parochial Place is included, mean in the first Case the Vestry Clerks of those Parishes, and in the second Place the Clerks of those District Boards:

The Expression "Superior Courts" or "Courts of competent Jurisdiction," or any other like Expression, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute:

Other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

3. All Claims for Compensation made upon the Company under the Sixty-eighth Section of "The Lands Clauses Consolidation Act, 1845," and the Sixth Section of "The Railways Clauses Consolidation Act, 1845," or either of them, shall, if the Person claiming to be entitled Claims for Compensation by yearly Tenants to be settled as

prescribed by Sect. 121. of 8 & 9 Vict. c. 18.

entitled to Compensation has no greater Interest than as Tenant for a Year, or from Year to Year, in the Lands or Houses in respect of which the Compensation is claimed, be determined in manner provided by the One hundred and twenty-first Section of "The Lands Clauses Consolidation Act, 1845."

Power to make Works.

4. The Company may make and maintain the following Railways, with all proper Stations, Approaches, Works, and Conveniences connected therewith respectively; (that is to say,)

1. A Railway (herein-after called "Railway No. 1") commencing at or near *Liverpool Street* in the City of *London*, and terminating at or near *Commercial Street* near its Junction with *High Street*, *Shoreditch*, and near the *Bishopsgate* Station of the Company:
2. A Railway (herein-after called "Railway No. 2") commencing at or near *Commercial Street* by a Junction with Railway No. 1, and terminating by a Junction with the Company's Main Line at or near *Tap Street*:
3. A Railway (herein-after called "Railway No. 3") commencing at or near *Tap Street* by a Junction with the Company's Main Line and with Railway No. 1, or One of them, and terminating by a Junction with the Company's *Enfield* and *Edmonton* Line near the *Edmonton* Station thereon:
4. A Railway (herein-after called "Railway No. 4") commencing by a Junction with Railway No. 3, and terminating by a Junction with the *North London* Railway near the *Hackney* Station thereon:
5. A Railway (herein-after called "Railway No. 5") commencing by a Junction with Railway No. 3, and terminating by a Junction with the *Northern and Eastern* Railway near the Cattle Pens beside that Railway:
6. A Railway (herein-after called "Railway No. 6") commencing by a Junction with Railway No. 3, and terminating by a Junction with the authorized Line of the *Tottenham and Hampstead Junction* Railway near the Junction of *Hanger Lane* with the *Seven Sisters Road*:
7. A Railway (herein-after called "Railway No. 7") commencing by a Junction with Railway No. 5, and terminating by a Junction with the *Northern and Eastern* Railway at or near the Bridge carrying that Railway over the River *Lea* near the *Tottenham* Station on the said Railway:
8. A Railway (herein-after called "Railway No. 8") commencing by a Junction with Railway No. 3 near the *Hackney* Station on the *North London* Railway, and terminating in *Walthamstow*,

stow, and by a Junction there with an intended Railway of the Company to near *Highbeech Green*:

9. A Railway (herein-after called "Railway No. 9") commencing by a Junction with Railway No. 8 in the Parish of *Walthamstow*, and terminating by a Junction with the *Northern and Eastern* Railway on the Western Side thereof at or near the Bridge which carries that Railway over the *Copper Mill* Stream:

10. A Railway (herein-after called "Railway No. 10") commencing by a Junction with Railway No. 8 near where the *Northern and Eastern* Railway crosses the *East London* Waterworks Canal, and terminating by a Junction with the *Northern and Eastern* Railway on the Eastern Side thereof at or near the said Bridge which carries that Railway over the *Copper Mill* Stream:

11. A Railway (herein-after called "Railway No. 11") commencing by a Junction with Railway No. 3 in the Parish of *Hackney*, and terminating by a Junction with the *North London* Railway at or near where *Navarino Road* crosses the said Railway.

Railways, &c. to form Part of Company's Undertaking.

5. The Railways and Works by this Act authorized shall form Part of the Undertaking of the Company.

Railways, &c. to be made according to deposited Plans.

6. And whereas Plans and Sections of the proposed Railways showing the Lines and Levels thereof respectively, and the Lands required for the Purposes thereof, and of the said intended Station in the City of *London*, and of the Enlargement of the *Bishopsgate* Station, and of the other Purposes of the Undertaking, and also Books of Reference to such Plans, have been deposited with the Clerks of the Peace of the City of *London* and the Counties of *Middlesex* and *Essex* respectively: Therefore, subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated therewith contained, the said Railways shall be made in the Line or within the Limits of Deviation and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections; and it shall be lawful for the Company to enter upon, take, and use all or any of the said Lands, except as herein-after mentioned, which they may require for the Purposes thereof, or for the Purposes of the said intended Station and Enlargement, or other Purposes of the Undertaking; but it shall not be lawful for the Company to enter upon, take, or use any Land South of the North Side of *Liverpool Street*, except for effecting a Communication underground with the *Trinity Square* Extension of the *Metropolitan* Railway, and then only so far as

as may be necessary for that Purpose; and if in the Construction of such underground Communication the Company shall disturb the Surface of any Part of *Liverpool Street*, they shall with all convenient Speed restore the Surface so disturbed to the same Level, and to as good a State and Condition, as the same was in previous to such Disturbance.

Company to commence Undertaking between Liverpool Street and Sun Street, and Time for taking Land between Sun Street and Commercial Street deferred.

7. The Company shall in the first instance commence with that Part of the Works by this Act authorized which will be situate between *Liverpool Street* and *Sun Street*, and shall not enter upon or take any Lands between *Sun Street* and *Commercial Street* until the Expiration of Twelve Months after the passing of this Act, and shall not enter upon or take any such Lands, or take any other Lands in the City of *London* or the Liberties thereof, until the Expiration of Three Months after serving Notice in Writing of the Intention to take the same to the Owners, Lessees, and Occupiers thereof.

Power to stop up Streets.

8. The Company may stop up and cause to be discontinued as public Highways all Streets and Highways within the Area hereinbefore described as the Site of the intended Station, and may appropriate the Site of such Streets and Highways to the Purposes of such Station, but the Western Moiety or Half Part of the Site of *Peter Street* shall from the Time of such stopping up be vested in and belong to the *North London* Railway Company; and nothing herein contained shall authorize the stopping up of the said Street or public Place known as *Broad Street Buildings*, and numbered 57, in the Parish of *Saint Botolph*, *Bishopsgate*, on the said deposited Plans.

Certain Lands of North London Railway not to be taken.

9. And whereas divers Portions of the Lands shown on the said deposited Plans as Lands which may be required for the Purposes of this Act in the several Parishes of *Saint Botolph*, *Bishopsgate*, in the City of *London*, and *Saint Leonard*, *Shoreditch*, in the County of *Middlesex*, or One of them, and in the Liberty of *Norton Folgate*, are the Property of the *North London* Railway Company, and some of such Lands are already occupied by the Works in course of Construction for the City Branch of the *North London* Railway, or in connexion therewith; and it is expedient that, as to others of such Lands, the *North London* Railway Company should be protected against the compulsory Sale of the same: Therefore the Company shall not be entitled to purchase and take for the Purposes of this Act any of the Lands belonging to the *North London* Railway Company, or in which they are interested, and which are actually occupied by the Works in course of Construction for the City Branch of the *North London* Railway, or in connexion therewith, or appurtenant thereto,

nor

nor shall the Company be entitled to purchase and take from the *North London* Railway Company, except with their Consent in Writing under their Common Seal, any of the Lands or Hereditaments shown on the said deposited Plans, and belonging to the *North London* Railway Company, which are situate in the aforesaid Parish of *Saint Botolph, Bishopsgate*, and lie to the West of a straight Line drawn from the North-east Corner of the Street or public Place known as *Broad Street Buildings*, and numbered 57, in the same Parish, on the Plans deposited as aforesaid, to the Boundary Line between the Two Houses and Premises numbered respectively 219 and 220, in the same Parish, on such deposited Plans.

As to the crossing of Railway No. 3 over the North London Railway.

10. Railway No. 3 shall be carried over the *North London* Railway in the Parish of *Hackney* by a Bridge with a clear Span of not less than Forty-eight Feet measured at Right Angles, and a clear Headway of Fourteen Feet Six Inches throughout; and all the Works connected therewith shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *North London* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the Traffic over, or the free, uninterrupted, and safe User of the *North London* Railway, and so as to leave undisturbed all the existing Lines or Tracks at the Spot where they are to be passed over by Railway No. 3, and so as also to make Provision for a future widening of the *North London* Railway, not exceeding Two additional Lines of Rails.

Penalty in case of Obstruction or Injury of the Works of the North London Railway Company.

11. If by reason of any of the Works or Proceedings of the Company the *North London* Railway, or any of the Works connected therewith, shall be injured or damaged, such Injury or Damage shall be forthwith made good by the Company at their own Expense, or in the event of their failing so to do, then the *North London* Railway Company may make good the same, and recover the Expense thereof against the Company in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic of the *North London* Railway by reason of any of the Operations of the Company, the Company shall, on Demand, pay to the *North London* Railway Company all Costs and Expenses to which they may be put, as well as full Compensation for the Loss and Inconvenience sustained by them by reason of any such Interruption.

As to Junctions with North London Railway.

12. The Company shall not be authorized to make either of the said Junctions with the *North London* Railway, except with the previous Consent in Writing of the *North London* Railway Company under their Common Seal.

13. Except

Saving the Rights of the North London Railway Company.

13. Except as by this Act expressly provided, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, abridge, or in any way affect any of the Rights, Privileges, Powers, or Authorities vested in the *North London* Railway Company, but saving and reserving to such Company all the Rights, Privileges, Powers, and Authorities to them belonging, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating to the said Company, as if this Act had not been passed.

Bridges over Commercial Road and High Street, Shoreditch.

14. The Bridges by which Railway No. 1 shall be carried over the *Commercial Road* and over the *High Street* (otherwise *Holywell Street*) in the Parish of *Saint Leonard, Shoreditch*, shall be straight Girder Bridges of an equal Height of not less than Eighteen Feet in the Clear throughout the entire Span from the Surface of the Street, and shall be constructed in such Manner and of such Materials as shall be best adapted to deaden the Sound of the passing Trains; and such Bridges shall be made Water-tight throughout, and of an ornamental Character; and the Design of the said Bridges and the Mode of Construction shall be submitted to and first approved by the Engineer of the Metropolitan Board of Works for the Time being.

Company to make good Deficiences in Parish Rates during Construction of Railway.

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

16. The

Company to restore Sewers, Drains, &c. broken up, and to be under the Authority of the Vestry.

16. The Company shall, to the reasonable Satisfaction of the Surveyor to the Vestry, restore all Sewers, Drains, and Gullies in the Streets and public Places in the Parish of *Saint Leonard, Shoreditch*, which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, and Gullies; and all Sewers, Drains, Watercourses, and Works of Drainage made by the Company within the Limits of the said Parish under the Provisions of this Act shall be subject in all respects to the Jurisdiction of the Vestry.

Saving the Rights of the Vestry of the Parish of Saint Leonard, Shoreditch.

17. Nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, Authorities, or Privileges vested in the Parish of *Saint Leonard, Shoreditch*, in the County of *Middlesex*, but all such Rights, Powers, Authorities, and Privileges vested in them respectively shall be as good, valid, and effectual as if this Act had not been passed, anything herein contained to the contrary notwithstanding.

Regulating Mode of crossing Brick Lane.

18. Railway No. 2 shall be carried over *Brick Lane* by means of a straight Girder Bridge of a clear Width between the Piers of not less than Forty Feet, and the Western Abutment of such Bridge shall be set back from the Line of the existing Street to such Extent as the said Width of Forty Feet exceeds the Width of the existing Street; and the before-mentioned Bridge shall be of not less than Sixteen Feet Six Inches in Height from the present Level of the Roadway of the Street; and the said Bridge shall be constructed so that Water shall not run or come through the said Bridge upon any Part of the said Street; and if at any Time the said Bridge shall not be Water-tight, the Company shall forfeit and pay to the Board of Works for the *Whitechapel* District the Sum of Five Pounds for every Day during which the Defect shall continue after Notice in Writing has been given to the Company by the said Board of Works, or their Clerk or Surveyor; and before the Railway is opened a proper Screen shall be erected on each Side of the Bridge for the Purpose of preventing Danger from Horses being frightened by Trains passing over the said Bridge; and when the said Bridge is made, and until the said Street is widened, the Company shall, if required by the Surveyor for the Time being of the said Board of Works for the *Whitechapel* District, and to his reasonable Satisfaction, inclose and keep inclosed with a strong close Hoarding of not less than Seven Feet in Height the open Space which will be under the said Bridge on the Western Side of the said Street; and if Default shall be made by the Company in erecting the said Hoarding, or in keeping the same

same in repair, then the said Board of Works for the *Whitechapel* District may cause the Work to be done themselves, and may recover the Expense thereof from the Company.

Regulating Mode of crossing Worship Street.

19. Railway No. 1 shall be carried over *Worship Street* by means of a straight Girder Bridge of a clear Width between the Piers of not less than Forty Feet, and the Southern Abutment of such Bridge shall be set back from the Line of the existing Street to such Extent as the said Width of Forty Feet exceeds the Width of the existing Street; and the Company shall purchase the Houses necessary to allow of *Worship Street* being widened to Forty Feet from the Point where the proposed Railway crosses it to *Norton Folgate*, and shall, when requested by the Board of Works for the *Whitechapel* District, convey so much of such Properties as may be necessary for making *Worship Street* Forty Feet wide from the Railway up to *Norton Folgate*; and the before-mentioned Bridge shall be of not less than Sixteen Feet Six Inches in Height from the present Level of the Roadway of the Street; and the said Bridge shall be constructed so that Water shall not run or come through the said Bridge upon any Part of the said Street; and if at any Time the said Bridge over *Worship Street* shall not be Water-tight, the Company shall forfeit and pay to the said Board of Works the Sum of Five Pounds for every Day during which the Defect shall continue after Notice in Writing has been given to the Company by the said Board of Works, or their Clerk or Surveyor; and before the Railway is opened a proper Screen shall be erected on each Side of the Bridge for the Purpose of preventing Danger from Horses being frightened by Trains passing over the said Bridge; and when the said Bridge is made, and until the said Street is widened, the Company shall, to the Satisfaction of the Surveyor for the Time being of the said Board of Works for the *Whitechapel* District, inclose and keep inclosed with a strong close Hoarding of not less than Seven Feet in Height the open Space which will be under the said Bridge on the Southern Side of the said Street; and if Default shall be made by the Company in erecting the said Hoarding, or in keeping the same in repair, then the said Board of Works for the *Whitechapel* District may cause the Work to be done themselves, and may recover the Expense thereof from the Company.

Regulating Mode of crossing Wood's Court, &c.

20. Railway No. 1 shall be carried over *Wood's Court*, *Cock Alley*, and *Moor's Alley* by Bridges; and no Part of the Abutments or Piers of any of the said Bridges shall stand or encroach upon any Part of the said Court or either of the said Alleys; and each of the said Bridges shall be made so that Water shall not drip through the same upon the Roadway thereunder, and shall be maintained by and at

at the Expense of the Company to the Satisfaction of the Surveyor for the Time being of the Board of Works for the *Whitechapel* District.

Certain Streets not to be stopped up, and regulating Mode of crossing those and other Streets.

21. The Company shall not, under any of the Powers of this Act, stop up or appropriate any Part of *Wheeler Street*, *Hope Street*, or *Brick Lane*, but each of those Streets shall be crossed by Brick Arches, and no Part of the Piers or Abutments of either of the said Bridges shall stand or encroach upon any Part of the Street or Road over which the Bridge shall be carried; and each of the Bridges shall be throughout of not less than Sixteen Feet in Height, and shall be so made and maintained as that Water shall not drip through the same upon the Roadway thereunder; and the Company shall, at their own Expense, maintain the said Bridges in good Order and Repair to the Satisfaction of the Surveyor for the Time being of the Board of Works for the *Whitechapel* District, and shall not affix or permit to be affixed upon or near to any Part of any such Bridge any Placard, Bill, or Advertisement; and the said Board of Works and their authorized Officers may prohibit and prevent the affixing of any such Placard, Bill, or Advertisement, and if affixed may remove the same, but in doing this they shall not injure any of the Works of the Railway.

Company not to fix Placards against Bridges.

22. The Company shall not fix upon or against, nor permit to be fixed upon or against, the Bridges which shall cross the *High Street*, *Shoreditch*, or the *Commercial Street*, *Shoreditch*, or upon the Arches, Piers, or Abutments, or any other Part thereof, any Placards, Boards, Bills, Advertisements, or Inscriptions, except such as may be necessary for the Guidance of the Public to the Station and Offices, and in immediate Connexion with the Purposes of the Railway; and in case any such Placards, Bills, Boards, Advertisements, or Inscriptions shall be fixed upon or against any of the said Bridges, Piers, or Abutments, the Company shall be liable to a Penalty of Forty Shillings *per* Day, to be recovered by the Vestry before a Police Magistrate.

Arches to be lighted by Day and Night.

23. If any of the Arches or Bridges over the Streets or Ways, Courts or Alleys, within the *Whitechapel* District, or the Parish of *St. Leonard, Shoreditch*, or the Parish of *St. Botolph, Bishopsgate*, crossed by either of the Railways, shall, in the Opinion of the Board of Works for the *Whitechapel* District, or the Vestry of the Parish of *St. Leonard, Shoreditch*, or the Commissioners of Sewers of the City of *London*, as the Case may be, prove a public Inconvenience by obstructing the Light in any such Streets or Ways, Courts or Alleys, it shall be lawful for the said Board of Works, or Vestry or Commissioners, as the Case may be, to set up and affix therein, and

and keep lighted with Gas by Day and by Night, a Lamp or Lamps for affording proper Light and Security to Passengers; and the Costs, Charges, and Expenses thereof, and necessarily consequent thereon, shall be paid by the Company within Fourteen Days after Demand in Writing, and in default may be recovered from the Company by the said Board of Works, or Vestry or Commissioners, as the Case may be, with full Costs of Suit, by Action of Debt or on the Case in any Court of competent Jurisdiction.

Streets not to be stopped up.

24. The Company shall not, in the Construction of their Railways in any Part of the *Whitechapel* District, without the Consent of the Board of Works for that District in every Instance in Writing first had and obtained, temporarily stop up any public Street, Road, or Thoroughfare in that District which is not to be permanently stopped up and appropriated by the Company for the Purposes and under the Powers of this Act.

Company to provide a new Stone Yard for Whitechapel Board of Works.

25. The Company shall not take or interfere with the existing Stoneyard in *Phœnix Street* belonging to the Board of Works for the *Whitechapel* District until they shall, to the Satisfaction of the Surveyor for the Time being to the said Board, provide them with a convenient covered Space, not less than Forty Feet in Length by Thirty-five Feet in Width, for the free Use of the said Board for ever hereafter as a Greenyard or Place wherein to deposit the Paving and other Materials and Things belonging to the said Board.

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

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

1. Wherever the Railway shall be carried across any public Carriage Road or public Street within the Limits of the Metropolis as defined by "The Metropolis Management Amendment Act, 1862," it shall be made there, and shall thenceforth be maintained, so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists):
2. The Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Eighteen Feet in the Centre; and the Arch over any such Road or Street shall be formed of an ornamental Character to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works:
3. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses: Provided always, that where there are Gardens or Forecourts in front of Houses, and

and the Distance between the Houses is great, the Company shall erect and maintain Side Openings, supported with Columns, back to the general Line of the Frontages of the Houses:

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

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

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

As to Bridges over Cuttings in public Roads and Streets.

27. Wherever the Railway shall cross, by means of cutting or otherwise, under any public Road or public Street within the Limits of the Metropolis as defined by "The Metropolis Management Amendment Act, 1862," so as to interfere with or alter the Rates of Inclination of such Road or Street, it shall be made there, and shall thenceforth be maintained, so as that the minimum Inclination of such

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

For Protection of Sewers of Metropolitan and other Boards.

28. Where any of the intended new 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 Commissioners of Sewers of the City of *London*, the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," or any Act or Acts amending the same, or extending the Powers thereof, or with any Sewers or Works

Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Commissioners or Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such Commissioners, Board, or Vestry, as the same may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Commissioners, Board, or Vestry respectively shall have signified their Approval of the same, unless such Commissioners, Board, or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Commissioners, Metropolitan Board, and of the respective Boards or Vestries, in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Commissioners, Boards, or Vestries respectively may deem necessary, for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Commissioners, Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Commissioners, Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Commissioners, Metropolitan Board, or any District Board or Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Commissioners, Boards, or Vestry by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Commissioners, Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in

in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Commissioners, Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed; provided that no Renewal or Alteration, other than a Change of Site of existing Works, shall be deemed new Works under this Act; and if the Company shall complain of any withholding of Consent on the Part of the said Commissioners, or of any One of the said Boards or Vestries, or of any Orders and Directions and Regulations, or of any Charges, sought to be imposed by the said Commissioners or any such Board or Vestry upon the Company in the Execution of any such Works, it shall be lawful for Her Majesty's Principal Secretary of State for the Home Department for the Time being to determine every such Difference, and by Order under his Hand to authorize the Works, and the Manner of executing the same, as he shall think fit; and after the Date of the Application by the Company to the said Secretary of State no Penalty shall be incurred by any Default of the Company so far as it is occasioned by such Matter only.

For indemnifying Rectors within the Parishes on the Line of Railway

29. And for indemnifying the Rector of the Parish of *All-hallows, London Wall,* and his Successors, against Loss of Tithes or Sums of Money in lieu of Tithes, or after the Tithes or Sums in lieu of Tithes shall have been converted into an annual fixed Tithe under the Powers of any Act then for indemnifying the Persons liable to Tithe Rate, by reason of taking down or using, for the Purposes or under the Powers of this Act, any Houses or other Buildings in the said Parish, be it enacted, That after the Occupier or Occupiers of any of the Houses or other Buildings to be taken down for the Purposes or under the Powers of this Act within the said Parish shall have quitted the Possession thereof in pursuance of this Act, or in pursuance of any Notice or Notices to be given or left for that Purpose under the Powers thereof, and in the meantime and until new Houses or other Buildings shall be erected, completed, and occupied on the Ground which shall be cleared under any of the Provisions of this Act within the said Parish, or on some Part thereof, of such an annual Rent or Value that the Tithes, or yearly Sums of Money by way or in lieu of Tithes, or the Tithe Rate, for the Time being actually payable for such new Houses or other Buildings, shall be fully equal to the Tithes, or yearly Sums of Money by way or in lieu of Tithes, or Tithe Rates, payable for the Houses or other Buildings so for the Time being quitted by the Occupiers thereof as aforesaid within the said Parish, the Tithes, or yearly Sums of Money or customary Payments

ments in lieu of Tithes, or Tithe Rates, payable in respect of the Houses or other Buildings within the said Parish which shall be so quitted as aforesaid (according to the last Assessment thereof), or annual Sums of Money equal to the Loss in Tithes, or Sums of Money or customary Payments in lieu of Tithes, or Tithe Rates, which the said Rector and his Successors may sustain by the Want of Occupiers in or by the taking down of such Houses or other Buildings, respectively estimated as aforesaid, shall be paid and payable, in the Case of Tithes or Sums of Money in lieu of Tithes, to the said Rector and his Successors, and in the Case of Tithe Rates to the Churchwardens or Overseers of the Parish, by the Company, clear of all Taxes and Deductions, at the Four most usual Feasts or Days of Payment in every Year, (that is to say,) the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December*, by equal Payments in each Year, the first Payment thereof respectively to be made on such of the said Feast Days as shall first and next happen after the Occupier or Occupiers of any of such Houses or other Buildings in the said Parish shall have quitted the same as aforesaid; and such Sum and Sums of Money to be paid and made good as aforesaid shall diminish in proportion to the Tithes, or yearly Sums of Money by way or in lieu of Tithes, or Tithe Rates, which shall for the Time being be actually payable for new Houses or other Buildings erected, completed, and occupied on Ground which shall be so cleared within the said Parish; and in case such Sum or Sums of Money to be paid and made good as aforesaid shall not be paid within Twenty-one Days after the same respectively shall become due, then and in such Case the same shall and may be recovered in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices.

As to Bridge over Richmond Road.

30. Railway No. 3 shall be carried over *Richmond Road* by a Girder Bridge, which shall not be less than Fifteen Feet high, and shall be so constructed as not to diminish the existing Width of the said Road.

As to Works to be done in respect of the Hackney Road and other Roads.

31. Whereas it is proposed to carry the Railway No. 3 over the *Hackney Road* between the Turnpike Gate and *Clare Street* near a Point in the deposited Plan marked 448 in the Parish of *Saint Matthew, Bethnal Green*; and it is also proposed to carry the Railway No. 3 over *Dalston Lane*, West of *Amhurst Road*, near a Point marked as aforesaid 269 in the Parish of *Saint John* at

Hackney; and it is also proposed to carry the Railway No. 3 under the *Stamford Hill Road* at the End of *Manor Road* near a Point marked as aforesaid 304 in the Parish of *Saint John* at *Hackney*; and it is also proposed to carry the Railway No. 3 over the *Seven Sisters Road*, about midway between *Hanger's Lane* and *Page Green*, near a Point marked as aforesaid 110 in the Parish of *Tottenham*; and it is also proposed to carry the Railway No. 3 over the *Edmonton and Enfield Road* in *Church Street*, *Edmonton*, near a Point marked as aforesaid 171 in the Parish of *Edmonton*; and it is also proposed to carry the Railway No. 5 over the *Stamford Hill Road* at or near to *Stone Bridge* near a Point marked as aforesaid 101 in the Parish of *Allhallows*, *Tottenham*; and it is also proposed to carry the Railway No. 8 under the *Upper Clapton Road* at or near to the End of *Grange Villas Road* near a Point marked as aforesaid 119 in the Parish of *Saint John* at *Hackney*: Therefore it shall not be lawful for the Company to lower the *Edmonton and Enfield Road* more than One Foot Nine Inches, and the same Road when lowered shall be formed on both Sides of the Bridge carrying the Railway over the same so as to incline at the uniform Inclination of One Foot in Forty Feet, with Slopes on each Side of Inclinations not greater than Two to One; and it shall not be lawful for the Company in any way to interfere with or alter the present Line or Levels of the *Hackney Road*, *Dalston Lane*, *Stamford Hill Road*, *Seven Sisters Road*, and *Upper Clapton Road*, or any or either of them; and the Arches of the Bridges over any of the said Roads shall be of a Span wide enough to preserve uninterrupted the present Width of the Roads and Footpaths under the same respectively, and not less wide than Forty Feet measured on the Square, and shall have Headways over the said Roads respectively and every Part thereof of not less than Sixteen Feet, and over the Footpaths and every Part thereof of not less than Eight Feet; and the Arches of the Bridges under either of the said Roads shall be of Length enough to support the present Width of the Roads and Footpaths over the same respectively, and not less than Forty Feet measured on the Square, and shall have not less than Eighteen Inches of Earth and Road Materials between the Crown of the Arch and the Surface of the Road over the same respectively; and as well the Bridges and Arches over the said Roads, as also the Roads over the said Railways as aforesaid, shall have Parapet Walls on each Side thereof to the full Length or Span of the Bridges and Arches over or under the said Roads respectively; and from both Ends of all such Parapet Walls, Screen Walls, or Close Fences shall be made and carried for One hundred and fifty Feet, in continuation of such Parapet Walls, along both Sides of the Railways or Roads, as the Case may be, and all such Parapet Walls, Screen Walls,

Walls, and Close Fences shall be throughout of the Height of Six Feet Six Inches at least from the Level of the Rails of the said Railway, or the Level of the Centre of the Surface of the Road by the Side of which they shall be made and carried, and over or under (as the Case may be) all the said Bridges and Arches; and for One hundred Feet on each Side thereof Granite Curbs of Twelve Inches by Eight, and paved Water Channels Eighteen Inches wide, shall be set at the Edges of all Footpaths by the Side of the said Roads; and in all Cases in which the Drainage of any of the said Roads is interfered with or affected by any Works of the Company, the same Roads shall be well and effectually drained by new Sewers, if necessary, and by all needful and proper connecting Drains, Gullies, Cesspools, and Gratings; and the said Roads and Footpaths, or so much thereof respectively as shall be disturbed or interfered with by the Works of the Company, shall be restored and made good; and the Company shall, at their own Expense, and to the Satisfaction of the Surveyor or Surveyors for the Time being of the said Roads respectively, do all the Works herein-before required to be done in respect of the said Roads, and provide all the Materials necessary for such Works, and shall, at the like Expense and to the like Satisfaction, for ever hereafter maintain the said Bridges, Arches, Embankments, Parapet Walls, Screen Walls, Close Fences, and Sewers.

For the Protection of the Roads during Progress of Works and afterwards.

32. It shall not be lawful for the Company to commence any Works connected with or affecting any of the said Roads until Ten Days after the Company shall have given Notice of their Intention so to do, and shall have delivered Plans and Drawings of the same to the Surveyor or Surveyors of the said Roads respectively, and shall have explained in Writing to him or them in what Way it is proposed to carry on such Works; and as to the Road interfered with, if the Surveyor thereof shall require a sufficient temporary Road to be made by the Company instead of the Road to be interfered with, then the Company shall make and substitute such sufficient temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, or after Notice to maintain, such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads, and the Failure to make the same; and unless such temporary Road shall be required, the Company shall, during the Progress of their Works, at all Times keep open and uninterrupted for the Traffic of the Public a clear Width in all Places of Twenty-five Feet of the existing Road; and all necessary Measures of Precaution for the public Safety during the Progress of the Works of the Company,

pany, including the fencing of the Works and lighting and watching the same, shall be adopted by and at the Expense of the Company, and the Company shall be answerable for all Accidents and Damages which may happen by reason of any of the said Works of the Company, and shall save harmless the Person or Persons having Charge of the said Roads respectively in respect thereof; and the Company shall finish and complete all Works, Matters, and Things connected with the crossing over and under the Roads, and give or restore to the Public the uninterrupted Use of the same Roads and Footpaths, within Six Months from the Day on which the same Roads respectively shall be first interfered with; and all such Works shall be done under the Direction and Superintendence from Time to Time and to the Satisfaction of the Surveyor or Surveyors of the said Roads respectively, and the Materials thereof shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by such Surveyor or Surveyors; and in case the Company shall fail to do or to maintain and repair any Works according to the Provisions herein-before contained, and the Company shall not, upon being by such Surveyor or Surveyors required so to do, proceed forthwith to do or to repair such Works to his or their Satisfaction, then and in any of such Cases it shall be lawful for the Surveyor or Surveyors respectively to cause all such Works and Repairs to be done as he or they in his or their Discretion shall think fit; and all Costs and Expenses of such Works and Repairs shall be paid on Demand by the Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the Person or Persons having Charge of the said Roads respectively from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Alterations may be made in the Works with Consent, &c.

33. It shall be lawful for the Company and the Person or Persons having Charge of the said Roads respectively to agree with each other for the Alteration and Protection of the said Roads in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with.

New Railway to be carried over certain

34. The Railway shall be carried over the following Roads in the Parish of *Saint John* at *Hackney* by means of Bridges, the Arches of which shall not be less than is herein-after set forth, and the Company shall

shall be bound to perform and abide by the other special Provisions herein-after mentioned; (that is to say,) Roads in Hackney Parish.

No. on Plan.	Name of Road.	Span of Arch.	Special Provision.
	RAILWAY No. 3.		
3	Grove Row - -	Feet. 15	The Company to keep a Gas Lamp burning under the Archway of this Bridge every Night after Dark.
24	Saint Andrew's Road -	35	
49	Ash Grove - -	45	
66	West Street - -	40	
99	Warburton Road -	25	
102	Exmouth Place - -	25	
107	Helmsley Street - -	25	
129	Lamb Lane - -	40	
146	London Lane - -	50	
172	Richmond Road - -	65	
186	Grove Lane - -	30	
195	Pigwell Lane - -	40	
275	Downs Road - -	40	
	RAILWAYS No. 3 AND No. 8.		
	Amhurst Road - -		The same Bridge to carry both Railways over this Road.
	RAILWAYS No. 3 AND No. 11.		
218	Manor Road - -		The Roadway of these Roads not to encroached upon.
257	Dalston Lane - -		
269	Amhurst Road - -		
273	Downs Park Road -		

When the Bridge for carrying the Railway over any of the above-mentioned Roads requires Girders with a Span Forty Feet or more, Cast-Iron Columns of not more than Twelve Inches in Diameter may be placed at the Edge of the Footpaths to support the Girders, but so that not more than Three Columns shall be placed on each Side of the Road; when the Railway is on Embankment, and the Abutments of the Bridge for carrying the Railway over any of the above-mentioned Roads is in front of the Building Line of the Road, such Abutments shall be so constructed, with a Brick Arch on both Sides of the Road, that the Earth Embankment shall not come beyond the Line of Frontage of the Houses built by the Side of the Road.

35. Railway No. 3 shall be carried over the Road numbered 5, in the Parish of *Saint John* at *Hackney*, on the deposited Plans by means of a Bridge; and the Company, if they think fit, may erect a Brick Pier for the Support of such Bridge on the Side of the Road adjoining the Property of the *Regent's* Canal Company, but they shall How Railway to be carried over Road numbered 5 in Hackney.

shall preserve or make a Roadway of the clear Width of Twenty Feet under such Bridge.

Certain Roads in Hackney to be carried over the Railway.

36. The following Roads in the Parish of *Saint John* at *Hackney* shall be carried over the Railway by means of Bridges, the clear Width of which between the Parapets shall be as herein-after set forth; (that is to say,)

Number on Plan.	Name of Road.	Width between Parapets.
	RAILWAY No. 3.	
291	World's-End Footpath - -	25 Feet.
	RAILWAY No. 8.	
108	World's-End Road - - -	45 Feet.

And the Parapets of such Bridges shall in no Case encroach upon the Line of the Roadway.

As to Gradients of Roads in Hackney.

37. The Gradients of none of the public Roads the Levels of which are altered in the Parish of *Saint John* at *Hackney* shall be so altered as to be steeper than One in Thirty.

As to crossing of Hackney Downs.

38. Railway No. 3 shall be carried across the *Hackney Downs* numbered respectively 27, 28, 31, and 32, in the Parish of *Saint John* at *Hackney*, on the deposited Plans, in a Gallery or covered Way; and the Company shall under the Powers of this Act acquire, and shall give in exchange to the Proprietors of that Part of the *Hackney Downs* which shall be traversed by Railway No. 3, and which is numbered 274, in the said Parish, on the deposited Plans, so much Land adjoining the said Downs as shall be equal in Quantity to the Land taken from the said Downs for the Purposes of Railway No. 3.

As to crossing of Newington Common and Road.

39. Railway No. 3 shall be carried across the *Newington Common* and Road numbered 293, in the Parish of *Saint John* at *Hackney*, on the deposited Plans, in a Gallery or covered Way; and the Land on each Side of such Gallery or covered Way shall be sloped down from the Top thereof at an Inclination not exceeding One in Twenty; or, if not so covered in, the Company shall under the Powers of this Act acquire, and shall give in exchange to the Proprietors of the Common, to be held as Part and Parcel thereof, so much Land adjoining thereto as shall be equal in Quantity to the Land taken from the Common for the Purposes of the Railway.

40. The

Design for Bridges.

40. The Designs for all Bridges and Viaducts in the *Hackney* District shall be subject to the Approval of the Board of Works for the *Hackney* District.

Company to reconstruct and divert Part of Clapton Drain.

41. The Company shall reconstruct the *Lower Clapton* Drain from the Point where Railway No. 8 crosses it along the *Clapton Road* to the Pond, and thence divert and carry such Drain along *Back Lane*, *Downs Park Road*, and *Pembury Road* to *Dalston Rise* into the High Level Sewer; provided that the *Hackney* Board of Works shall procure the requisite Authority for the Company to execute such Work, on the usual Application being made for Permission to construct Sewers, with such Materials, at such Size, and with such Fall as shall be satisfactory to the said Board.

Bridges to be protected from Water Droppings.

42. All Bridges to be constructed in the *Hackney* District shall be properly protected from Droppings of Rain and other Water to the Satisfaction of the said Board of Works for the *Hackney* District.

Saving the Rights of the Regent's Canal Company.

43. Whereas it is intended to carry the Railway No. 3 by this Act authorized to be made by means of a Bridge over the *Regent's* Canal at a Point about Forty-seven Yards Westward of *Cambridge Heath Bridge*, and marked with the Numbers 6, 20, and 21 on the deposited Plan, in the Parish of *Saint John* at *Hackney* in the County of *Middlesex*, and it is expedient to make Provision in respect thereof: Therefore, except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Company of Proprietors of the *Regent's* Canal (herein-after called "the Canal Company"); and the Company shall not, without the Consent of the Canal Company under their Common Seal, alter the Line or Level of the Canal, or of the Towing-path thereof, or obstruct or impede the Navigation of the Canal, or divert, intercept, cut off, take, use, or diminish any of the Waters in the Canal, or which may be taken for the Use of or which supply the Canal, or injure or interfere with any of the Works of the Canal, or diminish or alter the Width of the Waterway or Towing-path thereof, or take or use any Part of the Canal, or of the Towing-path, Locks, Laybyes, Wharfs, or Works connected with the Canal, or any Land belonging to the Canal Company; and the Company shall not, without such Consent as aforesaid, make any Deviation from the Line of the Railway or Works as delineated on the deposited Plans and Sections, nor from the Level of such Railway or Works, so as to lower such Level where the Canal is crossed; and nothing herein contained shall compel the Canal Company to convey to the Company the Fee Simple of any Land belonging to them; and the Fee Simple of the

Canal

Canal Company's Land over which the Railway and the Works connected therewith are intended to pass shall remain vested in the Canal Company, subject nevertheless to the Right of the Company and their Successors for ever hereafter to construct and maintain the Railway and Works hereby authorized, and to have, use, and possess such Way and Passage for the Railway and Works, by means of a Bridge over the Canal, as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same.

Construction of Bridge over the Regent's Canal.

44. For the Purpose of carrying the Railway No. 3 over the *Regent's* Canal the Company shall construct and make a Bridge of Brick, Stone, or Iron over the Canal and the Towing-path thereof; and no Part of the Soffit or Underside of the Bridge shall be less than Fifteen Feet clear above the Level of the top Surface of the present Weir of *Old Ford* Lock of the Canal; and the Bridge shall be so constructed as to span the whole of the Canal and Towing-path without Obstruction, and to leave a clear, uniform, and uninterrupted Opening of at least Seventy-two Feet, measured at Right Angles to the Face of the Abutments, for the Waterway and Towing-path, and the present Line of the Canal and Towing-path shall not be altered or obstructed; and all the before-mentioned Works shall be carried on and completed so and in such Manner that no Obstruction shall be caused to the Boats or Barges navigating the Canal, or the Horses towing the same; and the Company shall, during the Progress of constructing the Bridge and the Abutments thereof, and the Works connected therewith, and of any necessary Repairs thereof respectively, at all Times leave an open and uninterrupted navigable Waterway in the Canal of not less than Forty Feet in Width of Water, with Six Feet for the Towing-path and Ten Feet in Height, during the Time of constructing and putting in the Foundation Walls of the Abutments of the Bridge, and which Time shall not exceed Forty Days.

Company to construct and keep in repair the Bridge and Works.

45. The Bridge and all the Works connected therewith shall be constructed, and for ever thereafter maintained in good, substantial, and Water-tight Repair, by the Company; and so far as relates to all necessary Precautions for the Safety of the Canal and the Towing-path, the Water in the Canal, and the Works connected therewith respectively, and for preserving a free and uninterrupted Passage along the Canal and Towing-path, the Bridge, and all the Works connected therewith, and all future Repairs thereof that may be required from Time to Time, shall be constructed and performed according to Plans and Specifications to be submitted to and subject to the reasonable Approval of the Engineer for the Time being of the Canal Company previously to the Commencement of the Works, which

which shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer; and in case during the Progress of any of the Works any Damage shall be occasioned to the Canal or Towing-path, or the Works thereof respectively, the Company shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and if the Works connected with the Bridge or any Part thereof shall be imperfectly constructed, or if at any Time or Times thereafter the Bridge or any Part thereof shall be out of repair, or if in sinking the Foundations of the Abutments of the Bridge, or the Works connected therewith, or otherwise, any Loss of Water or any Obstruction of the Navigation of the Canal shall occur, and Notice thereof in Writing shall be given by any Agent of the Canal Company to the Company, or their Secretary or other Officer, and the Company shall not, for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge or Works, or prevent such Loss of Water, or remove such Obstruction, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the Canal Company from Time to Time to make good such Construction, to perform such Repairs, to prevent such Loss of Water, or to remove such Obstruction, as the Case may require; and the Company shall from Time to Time pay to the Canal Company, within Fourteen Days after Demand, all the Costs and Expenses which may be incurred by them in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs.

Bridge and Works to be completed in Twelve Months.

46. The Bridge, and all the Works connected therewith, shall be completed within the Period of Twelve Months after the Day on which the same or any of them respectively are commenced; and if the same or any of them respectively are not completed within that Period, the Company shall forfeit and pay to the Canal Company as liquidated Damages the Sum of Twenty Pounds for every Day after the Expiration of that Period until the same and every Part thereof shall be completed; and if in the Execution of any of the Works by this Act authorized to be made, or by reason or in consequence of any Act, Neglect, or Omission of the Company, or their Agents, Servants, or Workmen, or if in sinking the Foundations of the Abutments of the Bridge, or in consequence of any of the Works when made, the Water of the Canal shall leak, escape, or run to waste, the Company shall pay to the Canal Company the Sum of Ten Pounds as liquidated Damages for every reasonably estimated

Penalty for causing Loss of Water or Obstruction in the Navigation of the Regent's Canal.

Nine thousand Cubic Feet of Water which shall have so leaked, escaped, or run to waste, and in the same Proportion for any greater or less Quantity; and if by reason of any of the Circumstances or Causes aforesaid it shall happen that the Navigation of the Canal, or the Passage along the Towing-path thereof, shall be so obstructed or interrupted as that Boats or Barges navigating the Canal, or the Horses towing the same, shall be impeded in their Passage, or shall not be able to pass uninterruptedly along the Canal or Towing-path, or either of them, then and in any and every such Case the Company shall pay to the Canal Company the Sum of Ten Pounds as liquidated Damages for every Hour during which any and every such Obstruction or Interruption shall continue after Notice thereof shall have been given by any Agent of the Canal Company to the Company, or their Secretary or other Officer; but if any such Obstruction or Interruption shall continue for the Space of more than Seventy-two consecutive Hours after such Notice, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company, or of any of their Agents, Servants, or Workmen, then and in every such Case the Company shall pay to the Canal Company the Sum of Twenty Pounds as liquidated Damages for every Hour during which such Obstruction or Interruption shall continue.

Regent's Canal Company and others not to be precluded from recovering special Damages.

47. Nothing herein contained shall extend to prevent the Canal Company, or any Owner of Boats or Barges, or any other Person whomsoever, using or navigating the Canal, from recovering from the Company any special Damage that may be sustained by them or any of them, or that they or any of them may be liable to pay, for or on account of or by reason or in consequence of the wilful Acts, Neglects, or Defaults of the Company, or in consequence of the flowing or Escape of the Water out of the Canal, if the same shall be caused or happen by reason of the making or maintaining of the Railway, or of any of the herein-before mentioned Works respectively, beyond the Amount of such liquidated Damages as aforesaid; and the Canal Company, and any such Owner or other Person, are hereby authorized to sue for and recover such special Damages in any Court of competent Jurisdiction.

Regulating Crossing of Tottenham and Hampstead Junction Railway authorized by 25 & 26 Vict. c. cc.

48. In carrying Railway No. 3 across and on the Level of the *Tottenham and Hampstead Junction* Railway (authorized by "The *Tottenham and Hampstead Junction* Railway Act, 1862,") the Company shall not, without the previous Consent of the *Tottenham and Hampstead Junction* Railway Company in Writing under their Common Seal, divert the centre Line of Railway where it crosses the *Tottenham and Hampstead Junction* Railway as shown on the Plans deposited for the Purposes of this Act; and all the Works and Conveniences

veniences necessary for carrying the Railway across the *Tottenham and Hampstead Junction* Railway shall be constructed in such a Manner only as not to interfere with the free, uninterrupted, and safe Use of that Railway, and the Passage of the Traffic thereon, and shall be executed under the Direction and to the Satisfaction in all respects of the Engineer for the Time being of the *Tottenham and Hampstead Junction* Railway Company, and according to Plans, Sections, and Specifications to be submitted by the Company to and to be approved of by him in Writing under his Hand before any of the Works are begun.

Maintenance of Works affecting the Tottenham and Hampstead Junction Railway.

49. The Company shall at all Times maintain the Works and Conveniences by which Railway No. 3 shall be carried across the *Tottenham and Hampstead Junction* Railway in complete and substantial Repair, Order, and Condition, and to the Satisfaction in all respects of the Engineer for the Time being of the *Tottenham and Hampstead Junction* Railway Company; and if and whenever the Company fail so to do, the *Tottenham and Hampstead Junction* Railway Company may make and do on and upon as well the Lands of the Company as their own Lands such Works and Things as they may think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *Tottenham and Hampstead Junction* Railway Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *Tottenham and Hampstead Junction* Railway Company with reference to any Matter comprised or referred to in this or the last preceding Section, the Matters in dispute shall from Time to Time be decided, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade on the Application of either Company.

Provisions as to Signals, &c. to be erected by the Tottenham and Hampstead Junction Company.

50. The *Tottenham and Hampstead Junction* Railway Company from Time to Time may erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, Switchmen, or other Persons, as that Company deem necessary for the Prevention of Danger to or Interference with Traffic at and near the Point of crossing as aforesaid; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, Switchmen, and other Servants, shall belong exclusively to the *Tottenham and Hampstead Junction* Railway Company; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Pointsmen, Switchmen,

men, and other Persons, shall at the End of every Half Year be repaid by the Company to the *Tottenham and Hampstead Junction* Railway Company, on Demand; and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered, with full Costs of Suit, from the Company by the *Tottenham and Hampstead Junction* Railway Company in any Court of competent Jurisdiction.

Traffic on Tottenham and Hampstead Junction Railway not to be interfered with.

51. The Company shall not, in the Exercise of any of the Powers of this Act, alter the Levels of the *Tottenham and Hampstead Junction* Railway, or in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe Use of that Railway, or any Traffic thereon; and if at any Time or Times hereafter the free, uninterrupted, and safe Use of that Railway, or any Traffic thereon, shall be obstructed, hindered, or interfered with contrary to this Enactment, the Company shall forfeit and pay to the *Tottenham and Hampstead Junction* Railway Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction, Hindrance, or Interference shall continue.

Company to pay all Damages sustained by Tottenham and Hampstead Junction Company.

52. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *Tottenham and Hampstead Junction* Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to their Railway, Works, or Property, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of the intended Works, or of any Act or Omission of the Company, or of any of the Persons in their Employ, or of their Contractors or others; and the Company will effectually indemnify and hold harmless the *Tottenham and Hampstead Junction* Railway Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Company to acquire only Easements in Lands of Tottenham and Hampstead Junction Company.

53. With respect to any Land of the *Tottenham and Hampstead Junction* Railway Company which the Company are by this Act from Time to Time authorized to take, enter upon, or interfere with for the Purposes of Railway No. 3, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Tottenham and Hampstead Junction* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same; and it shall not be lawful for the Company to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging to the *Tottenham and Hampstead Junction* Railway Company, or which that Company are authorized to acquire,

acquire, or to alter, vary, or interfere with the *Tottenham and Hampstead Junction* Railway, or the Works connected therewith, further or otherwise than is necessary for constructing the said Railway No. 3 as shown on the deposited Plans, unless with the Consent in every Instance for that Purpose first had and obtained of the *Tottenham and Hampstead Junction* Railway Company under their Common Seal, and then only in accordance with the Terms of such Consent.

Saving Rights of the Tottenham and Hampstead Junction Company.

54. Provided always, That, except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, or alter or prejudice any of the Rights, Powers, or Privileges or Authorities of the *Tottenham and Hampstead Junction* Railway Company.

Part of Railway No. 5 not to be made if corresponding Line made by Tottenham and Hampstead Junction Company in Two Years.

55. And whereas Part of the Line of Railway No. 5 is identical, or nearly so, with Part of the Line of the *Tottenham and Hampstead Junction* Railway authorized by "The *Tottenham and Hampstead Junction* Railway Act, 1862:" Therefore the Powers by this Act granted to the Company for making so much of Railway No. 5 as is identical, or nearly so, with the Line of the said Railway, shall not be exercised until the Expiration of Two Years from the passing of this Act; and if in the meantime the *Tottenham and Hampstead Junction* Railway Company shall have constructed such Part of the said Railway as is identical, or nearly so, with Railway No. 5, the Powers by this Act granted to the Company for making so much of Railway No. 5 shall absolutely cease and determine; and it shall be lawful for the Company for ever thereafter to run over and use with their Engines and Carriages of every Description so much of the said Railway as will intervene between the other Part of Railway No. 5 and the *Northern and Eastern* Railway upon Payment, during the first Ten Years after the opening of the Part of the *Tottenham and Hampstead Junction* Railway to be so run over, of Tolls equal to Fifty-four *per Centum* of the gross Receipts of the Company from or in respect of that Part of the said Railway, and after the Expiration of such Ten Years upon such Terms and Conditions as shall be agreed upon between the Company and the *Tottenham and Hampstead Junction* Railway Company, or, failing Agreement, as shall be settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

Power to run over Tottenham and Hampstead Line.

Prescribing Manner of crossing Roads in Tottenham.

56. And whereas the said Railway is intended to be carried over a large Number of the Roads or Highways within the Parish or District of *Tottenham* in the County of *Middlesex*: Therefore in crossing the said Roads or Highways the said Railway shall be carried over the same respectively by straight Girder Bridges, leaving a clear

a clear open Space of equal Height spanning over the whole of the same Roads or Highways respectively, and so that no Part of the Abutments or Piers of the said Bridges, or any other Obstruction, shall stand upon any Part of the Carriage or Foot Ways respectively, and so that the said Bridges shall be of the clear Heights throughout respectively of Fifteen Feet, and as regards those crossing *Hanger Lane*, *West Green Road*, *Bruce Grove*, *Lordship Lane*, and *Whitehart Lane*, of the Width of not less than Thirty-six Feet, all others of the Width of Thirty Feet; and the present Level of the *Whitehart Lane* shall not be lowered more than One Foot Six Inches without the previous Consent of the *Tottenham* Local Board of Health: Provided always, that the Foundations of the Piers of the said Bridges shall be built so as not to be injurious to the Sewers; and the said Bridges shall be so constructed as that Water shall not run or come through any of them upon the said Roads or Highways respectively; and in every Case where Water shall run or come through any of the said Bridges upon any Road or Highway within the Parish of *Tottenham* aforesaid, the Company shall in every such Case forfeit and pay the Sum of Five Pounds for every Day the same shall continue after Notice in Writing has been given or left at the House or Office of the Secretary or any other Officer of the Company.

Streets under Bridges to be lighted by Day and by Night if Board of Health think fit.

57. If any of the Bridges over the Roads or Highways crossed by the said Railway within the Parish of *Tottenham* aforesaid shall, in the Opinion of the *Tottenham* Local Board of Health, prove a public Inconvenience by obstructing the Light in any such Roads or Highways, it shall be lawful for the said Board to set up and affix therein, and to keep lighted with Gas or other Means by Day and by Night, a Lamp or Lamps for affording proper Light and Security to Passengers; and the Costs, Charges, and Expenses thereof and necessarily consequent thereon shall be paid by the Company within Fourteen Days after Demand in Writing, and in default may be recovered from the Company by the said Board, with full Costs of Suit, by Action in any Court of competent Jurisdiction.

Streets not to be broken up without Notice to Board of Health.

58. The Company shall not break up or disturb any Road or Highway, Footpath, or Place under the Control or Direction of the *Tottenham* Local Board of Health unless at least Seven Days previous Notice in Writing of their Intention so to do, specifying the Road, Highway, Footpath, or Place intended to be broken up or disturbed, be given to the Surveyor of such Board, or left for him at the Offices of the said Board; and when the Company shall break up or disturb any such Road, Highway, Footpath, or Place, they shall,

shall, so soon as the Works affecting it are completed, and at the furthest within Six Months from the Day on which those Works were begun, restore the Road, Highway, Footpath, or Place to as good a Condition as it was in when it was broken up or disturbed, and (if so required by the said Board) under the Superintendence and to the Satisfaction of their Surveyor, and the Company shall keep the same in repair for Twelve Months thereafter; and if the Company fail to restore the Road, Highway, Footpath, or Place within the prescribed Six Months they shall forfeit to the said Board a Sum not exceeding Five Pounds for every such Offence, and an additional Five Pounds for every Day after the Expiration of that Period, and after Notice to them of the Delay, during which the Delay continues, and the said Board may restore the Road, Highway, Footpath, or Place, and recover the Expense of such Restoration from the Company.

Company to restore Sewers, Drains, &c. broken up.

59. The Company shall, to the reasonable Satisfaction of the Surveyor to the *Tottenham* Local Board of Health under whose Control the same may be, restore all Sewers, Drains, Water Pipes, Hydrants, Gas Pipes, and Gullies in the Roads, Highways, and public Places which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, Water Pipes, Hydrants, Gas Pipes, and Gullies.

For the Protection of the Sewers of the Tottenham Local Board of Health.

60. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over or under, or by the Side of, or so as to interfere with any Sewer, Drain, Water Pipe, Watercourse, Gas Pipe, Hydrant, Defence, or Work under the Jurisdiction or Control of the *Tottenham* Local Board of Health, or shall or may in any way prejudicially affect the Sewerage or Drainage of the District under their Control, the Company shall not commence such Works until they shall have given to the said Board Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the Offices of the said Board for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board shall have signified their Approval of the same, unless such Board do not signify their Approval or Disapproval within Fourteen Days after Delivery or Service of the said Plan, Section, and Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as the said Board may deem necessary for the proper Protection of, and for preventing Injury or Impediment to, the Sewers

and

and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Board 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 Surveyor for the Time being to the said Board at the Costs, Charges, and Expenses in all respects of the said Company; and all Costs, Charges, and Expenses which the said Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Board as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Board or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Drainage Works to be subject to Tottenham Local Board of Health, whose Rights are not to be prejudiced.

61. All Sewers, Drains, Water Pipes, Watercourses, Hydrants, Gas Pipes, Gullies, and Works of Drainage made by the Company within the Parish of *Tottenham* aforesaid shall be subject in all respects to the Jurisdiction of the *Tottenham* Local Board of Health; and, except only as is by this Act expressly provided, this Act or anything herein contained shall not take away, lessen, alter, prejudice, or affect any of the Rights, Powers, or Authorities of the said Board.

Local Rates to be made good until Completion of Works.

62. If and while the Company are possessed under this Act of any Lands, Houses, and Premises assessed or liable to be assessed to any Poor Rate, Police Rate, Church Rate, or any Rate or Rates made or to be made by the said *Tottenham* Local Board of Health, or other Parochial Rate, they shall from Time to Time, until the Railway and Works hereby authorized are completed and assessed, or liable to be assessed, be liable to make good the Deficiency on the Assessment for such Rates by reason of those Lands, Houses, and Premises being taken or used for the Purposes of the Railway or Works, and the Deficiency shall be computed according to the Rental at which those Lands, Houses, and Premises are now rated.

Company to make good Deficiency in

63. And whereas the said *Tottenham* Local Board of Health, under the Powers conferred upon them for that Purpose by "The Public

Public Health Act, 1848," and "The Local Government Act, 1858," have, with the Sanction of Her Majesty's Principal Secretary of State for the Home Department, recently borrowed and taken up at Interest a large Sum of Money for the Purpose of, and have expended the same in surveying, levelling, channelling, metalling, and making good certain Roads and Footpaths situate within the Parish or District of *Tottenham* aforesaid, including the said Roads in the *Green Park* Estate aforesaid, and have entered into a Contract for the Repayment of the said Sum of Money, with Interest thereon at the Rate of Five Pounds *per Centum per Annum*, by equal annual Instalments within a Period of Twenty Years from the Time of borrowing the same: And whereas the said *Tottenham* Local Board of Health under the Provisions of the said Acts have levied or are about to levy on the Owners and Occupiers of Premises fronting, adjoining, or abutting on the said Roads and Footpaths respectively a Rate denominated "a Private Improvement Rate" for raising and paying the said annual Instalments during the said Period of Twenty Years: And whereas by reason of the Interference of the said Company with the said Roads on the *Green Park* Estate aforesaid, or of the Works of the said Company affecting the same or connected therewith, some of the Owners or Occupiers of Premises fronting, adjoining, or abutting on such Roads respectively may be released from all Liability to pay the said Private Improvement Rate, or some Part thereof, by reason or means whereof the Assessment to the said Private Improvement Rate may be found insufficient to meet the said annual Instalments: Be it therefore enacted, That if by reason of the Interference by the said Company with any of the said Roads on the *Green Park* Estate aforesaid, or of such Roads, or any of them, being taken, altered, diverted, or used by the said Company, or if by reason of any of the Works of the said Company connected with or affecting the said Roads, or any of them, any Deficiency shall or may arise in the Assessment for the said Private Improvement Rate, the said Company shall be liable to pay and make good all and every such Deficiency, and the same shall and may be recovered and recoverable by the said Board from the Company, with full Costs of Suit, by Action in any Court of competent Jurisdiction.

Private Improvement Rate.

64. Nothing in this Act contained shall extend to prejudice, derogate from, or diminish any of the Rights and Privileges of the said *Tottenham* Local Board of Health under and by virtue of "The Public Health Act, 1848," or any of the Acts of Parliament incorporated therewith, but the same shall be and remain in as full Force and Effect as if this Act had not been passed.

Saving Rights of the Tottenham Local Board of Health.

As to crossing of the River Lea.

65. In carrying the Railway over the River *Lea* Navigation the Company shall and they are hereby required, at their own Expense, to make and at all Times for ever thereafter maintain and keep in good Repair a proper and substantial Bridge over the Navigation, such Bridge to be built of Brick, Stone, or Iron, in One Span of not less than Ninety Feet in the Clear, measured at Right Angles to the true Line or Direction of the River *Lea* Navigation; and the Soffit or Underside of the said Bridge shall be in no Place less than Seventeen Feet above the Top-water Mark according to the River *Lea* Standard at *Lea Bridge*; and the Company shall make, and at all Times for ever thereafter maintain, Two Walls of *Kentish* Ragstone to protect and retain the Banks and Towing-paths on each Side of the *Lea* Navigation under, above, and below the said Bridge to the Extent of the Limit of Deviation shown upon the deposited Plans, and the Coping of such Walls shall not be less than Two Feet Six Inches above the River *Lea* Standard at *Lea Bridge*; and the Foundation of the Bridge and Retaining Walls respectively shall be carried to such a Depth as to enable the Company to deepen the Navigation to a Depth of Ten Feet below the Top of the said Iron Standard at *Lea Bridge*, and the Navigation shall be so deepened by the Company to the full Width of Seventy Feet between the Walls above described, and to their full Extent; and the Company shall, by making proper Arches through the Banks and Towing-path, divert the Marsh Drainage North of the Railway so that the Flood and Drainage Waters shall pass efficiently into the River; and all Works connected with the said Bridge and Walls respectively, and all future Repairs thereof that may from Time to Time be required, shall be done and performed according to Plans and Specifications to be submitted to and approved by the Engineer for the Time being of the Trustees of the River *Lea* previously to the Commencement of any of the said Works; and all the said Works shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer; and at all Times during the Construction of the said Bridge and other Works, and any future Repairs thereof, the Company shall leave for the free and uninterrupted Passage of Boats, Barges, and other Vessels along the said Navigation an open and uninterrupted navigable Waterway of the Width of Forty Feet at the least, and an uninterrupted Horseway along the said Towing-path of the Width of Eight Feet at the least, both Waterway and Horseway having a clear Height or Headway of at least Nine Feet; and in case during the Progress of any such Works Damage shall be occasioned to the said Navigation or Towing-path, or to any Boat or other Vessel navigating the said River, or to any Works of the Navigation, or to the said Bridge or any Works connected therewith, the Company shall make Compensation

Compensation for any such Damage done, and also, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to as good and efficient a State and Condition as the same were in prior to the occasioning of any such Damage; and if the said Bridge and other Works shall in the first instance be imperfectly constructed, or subsequently become out of repair, by means of which, or by any other Means whatsoever, any Loss of Water or Obstruction to the Navigation or Towing-path shall take place, and the Company shall not, within Fourteen Days after Notice thereof in Writing shall have been given by the Clerk to the said Trustees of the River *Lea* to the Company or their Secretary, or forthwith if the Nature of the Case require it, sufficiently and effectually, and with all reasonable Expedition, amend and repair such Bridge and other Works under such Superintendence and to such reasonable Satisfaction as aforesaid, it shall be lawful for the Trustees of the River *Lea* from Time to Time to execute such Amendments and Repairs as may be necessary; and the Company shall and they are hereby required from Time to Time to pay to the said Trustees of the River *Lea*, within Fourteen Days after Demand, all the reasonable Costs and Expenses which may be incurred by the said Trustees from Time to Time in or about the several Matters aforesaid: Provided always, that the Dimensions herein specified for the Bridge and other Works by this Act authorized shall not be varied without the Consent of the said Trustees in Writing under their Common Seal in that Behalf first had and obtained, and also that all professional, engineering, and other Costs and Charges whatsoever of and incidental to the said Works, and the Plans and Specifications thereof, to which the Trustees may be put, shall be paid by the Company to the Trustees within Fourteen Days after Demand of the same.

Saving Rights of Trustees of River Lea.

66. Nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Estates, Rights, Powers, or Privileges of the Trustees of the River *Lea*.

All Works connected with the New River to be executed to Satisfaction of their Engineer.

67. And whereas in the Execution of the Works by this Act authorized the Mains, Pipes, Syphons, Plugs, and other Works belonging respectively to the *New River* Company may be intersected or otherwise interfered with, and it is expedient that such Company should have full Control over the Execution of all Works in any way affecting the Supply of Water by them so as effectually to provide against the Supply thereof being impeded: Therefore all Works, Matters, or Things which, under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do or execute with reference to the

Mains,

Mains, Pipes, Syphons, Plugs, or other Works of the said *New River* Company shall be done and executed by and at the Cost of the Company, but to the entire Satisfaction and under the sole Direction of, and in such Manner as shall be required by, the Engineer for the Time being of the said *New River* Company; and such Works, Matters, or other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the said *New River* Company.

Penalty for interrupting the Supply of Water.

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

New River Company empowered to lay and repair Pipes on Lands of Company.

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

Repairs of Water Pipes, &c. to be borne by Company in certain Cases.

Provision as to replacing Mains of Water Companies.

70. In every Case in which the Works of the Company shall interfere with the Main of any Water Company, the Company shall, to the Satisfaction of the Engineer of such Water Company, make Provision

Provision so as to allow such Mains to be hereafter replaced by Mains of a larger Size, and enable such Water Company to supply the increasing Demands of the Public; and if any Difference shall arise between such Engineer and the Company as to the Extent of such Provision, the same shall be settled by an Engineer to be appointed by the Board of Trade under the Hand of One of their Secretaries, at the Request of either Company.

Saving Rights of the East London Waterworks Company.

71. Nothing in this Act contained shall authorize any Disturbance of or Alteration of the Position or Level of the Canal, Cut, Banks, Pathways, Fences, or Bridges of and belonging to the *East London* Waterworks Company (herein-after called "the *East London* Company"), or any Part thereof, without the Consent in Writing of the *East London* Company under the Hand of their Secretary first had and obtained; and all Works to be executed under the Provisions of this Act, so far as they may interfere with or affect the Supply of Water of the *East London* Company, or any of the Works or Property of that Company, shall be done, and any Portion of the Railway made over the said Canal, or over any of the Lands of the said Company, shall be made, under the Direction and to the reasonable Satisfaction of the principal Engineer for the Time being of the *East London* Company; and before entering upon any Land or Property of that Company for the Purpose of executing any Work under the Provisions of this Act, the Company or their principal Engineer shall give not less than Twenty-one clear Days Notice in Writing to the Secretary of the said *East London* Company of their Intention to commence such Work, and of the Mode in which the same is proposed to be done; and, except as aforesaid, nothing in this Act contained shall extend or be construed to prejudice, alter, diminish, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the *East London* Company, but all such Rights, Privileges, Powers, and Authorities, except as aforesaid, are hereby expressly saved and reserved.

Flow of Water not be fouled or impeded.

72. It shall not be lawful for the Company to construct any Work or do any Act by which the Flow or Stream of the *East London* Company's Canal may be obstructed, impeded, diverted, rendered foul, or disturbed; and if the Company shall construct any Work or do any Work which shall have that Effect they shall forfeit and pay to the *East London* Company Fifty Pounds for every Hour during which such Obstruction shall continue, or during which such Flow or Stream shall be impeded; and every such Penalty shall be recoverable, with Costs, in any Court of competent Jurisdiction.

Repairs of Works connected with East London Waterworks Company's Canal to be executed under the Superintendence of their Engineer.

73. It shall not be lawful for the Company to acquire any Right or Property in the Canal, Water, or any of the Lands of the *East London* Company, other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for constructing and maintaining the Works by this Act authorized upon, over, or through the Lands of the said *East London* Company, and for repairing the same Works; and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the said *East London* Company; and the Company shall, on Demand, pay to the *East London* Company all Expenses occasioned to or incurred by them for or by reason of the Construction and Maintenance or Repair of all or any of the Works upon, over, or across the Lands or Canal or Water of the *East London* Company; and in default of Payment on Demand of any such Expenses incurred as aforesaid, the *East London* Company may sue for and recover the same in any Court of competent Jurisdiction.

As to the Recreation Ground at Walthamstow.

74. Railway No. 8 shall be carried on and continued through the Piece of Land in the Parish of *Walthamstow* known as the Recreation Ground, and numbered 129, in that Parish, on the deposited Plans, by means of a Cutting or Tunnel to be constructed through or under the said Recreation Ground; and if by Cutting, then, when the Cutting is completed, it shall be arched or covered over in its entire Length through the said Ground, and the Surface of the Ground restored as heretofore; and if by Tunnel, any Eye, Shaft, or Opening in the said Recreation Ground which may have been made for the Purposes of such Tunnel during its Construction shall, when the Tunnel is completed, be in like Manner arched or covered over, and the Surface of the Ground over such Eye, Shaft, or Opening be restored as theretofore; and such covered Cutting or Tunnel shall at all Times be maintained by the Company through or under the said Recreation Ground, so that the Surface of the Ground above the same may be used and enjoyed as heretofore.

Powers for compulsory Purchases limited.

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

Lands for extraordinary Purposes.

76. The Company may from Time to Time purchase by Agreement such Lands as they may require for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," in connexion with the Railways by this Act authorized, not exceeding in the whole Five Acres.

77. The

Period for Completion of Works.

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

If Railway not completed, &c. within a limited Period Company to be liable to a Penalty.

78. If the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Five Years from the passing of this Act, then and from thenceforth the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day thereafter until the Railways shall be completed and opened for public Traffic, 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 were prevented from completing or opening the Railways, or any of them, by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Railway Tolls.

79. The Company may demand and take in respect of the Railways by this Act authorized such Tolls and Charges as they think fit, not exceeding the Rates of Toll and Charge authorized to be taken on the *Great Eastern* Railway; and in estimating the Amount of Toll or Charge in respect of any Traffic conveyed partly on any Railway by this Act authorized, and partly on any other Railway of the Company, the Railway by this Act authorized and such other Railway shall be deemed One Railway, as if authorized by "The *Great Eastern* Railway Act, 1862."

Trains for Labouring Classes.

80. The Company shall and they are hereby required, at all Times after the opening of Railways No. 1, No. 2, No. 3, and No. 8, to run a Train every Morning in the Week over the said Railways from *Edmonton* and *Walthamstow* Stations to their Station at *Liverpool Street*, calling at all intermediate Stations, and One Train from their Station at *Liverpool Street* to their *Edmonton* and *Walthamstow* Stations every Evening, also calling at intermediate Stations (*Sundays*, *Christmas Day*, and *Good Friday* always excepted), at such Hours, not being later than Seven in the Morning or earlier than Six in the Evening, as may be most convenient for Artizans, Mechanics, and daily Labourers, both Male and Female, having Business daily in *London*, at Fares not exceeding One Penny *per* Passenger for each Journey: Provided that in case of any Complaint made

made to the Board of Trade of the Hours appointed by the Company for such Trains the said Board shall have Power to fix and regulate the same from Time to Time; and also that if in any continuous Period of Six Months it shall be found that less than One hundred of such Passengers shall have been conveyed by each of such Trains, the Company, on Proof of that Fact to the Satisfaction of the Board of Trade, may discontinue the running of such Trains, but the said Board may at any Time order the Resumption thereof by the Company if it shall seem to the said Board desirable so to do.

For ascertaining Rights of Applicants for cheap Tickets.

81. The Company shall not be required to issue a Ticket to any Artizan, Mechanic, or daily Labourer under the last preceding Clause for a less Period than One Week, and on his Application for the same he shall be bound to give his Name and Address, as well as the Name and Address of the Person or Persons by whom he may be employed; and before the Issue of such Ticket the Company shall have a reasonable Time allowed for ascertaining, by Inquiry, whether the Person so applying for a Ticket is an Artizan, Mechanic, or daily Labourer within the Meaning of the last preceding Clause.

Penalties for Abuse of Tickets.

82. If any Person holding such Ticket shall transfer or attempt to transfer such Ticket to any other Person he shall forfeit and pay to the Company the Sum of Five Shillings, and his Ticket shall also be forfeited; and any Person using or attempting to use any such Ticket which may have been so transferred as aforesaid shall forfeit and pay to the Company the like Sum of Five Shillings; and the Company shall not thereafter be required to allow either the original Holder of any such Ticket who shall transfer or attempt to transfer the same as aforesaid, or any Person using or attempting to use any such Ticket so transferred or attempted to be transferred, to have the Benefit of the Provisions of this Act relating to Artizans, Mechanics, and daily Labourers.

Limiting Compensation for Injury to such Passengers.

83. The Liability of the Company under any Claim to Compensation for Injury or otherwise in respect of each Passenger travelling with such Ticket as aforesaid shall be limited to a Sum not exceeding One hundred Pounds, and the Amount of Compensation payable in respect of any Passenger so injured shall be determined by an Arbitrator to be appointed by the Board of Trade, and not otherwise

84. The

The Great Eastern Railway (Metropolitan Station and Railways) Act, 1864.

Power for Company to raise Capital by Shares or Stock.

84. The Company, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting or General Meetings convened with special Notice of the Purpose, may raise by the Creation of new Ordinary or Preference Shares or Stock in their Undertaking, in addition to any other Sums which they may be authorized to raise by other Acts of Parliament, any further Sums of Money not exceeding in the whole One million three hundred and sixty-three thousand Pounds.

Shares or Stock to form Part of Company's General Capital.

85. All Shares or Stock to be created by the Company under the Authority of this Act shall, subject to the Provisions of this Act, form Part of the general Capital of the Company.

Shares not to issue until One Fifth paid up.

86. It shall not be lawful for the Company to issue any Share or Stock by this Act authorized to be created, nor shall any such Share or Stock vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share or of the Sum of Stock issued shall be paid up in respect thereof.

Capital under several Acts may be raised by Shares or Stock of One Class.

87. If by any other Act or Acts passed in the present Session of Parliament, and whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act or Acts and this Act respectively, the Company, if they think fit, may raise, by the Creation and Issue of Shares or Stock of one and the same Class, all or any Part of the aggregate Capital which they are by the other Act or Acts and this Act respectively authorized to raise by the Creation and Issue of Shares or Stock.

Power to borrow on Mortgage.

88. The Company, in addition to any Sums which they are authorized to borrow under other Acts of Parliament, may from Time to Time borrow on Mortgage such Sums as they think fit, not exceeding in the whole Four hundred and fifty-four thousand three hundred and thirty Pounds, but no Part of that Money shall be borrowed until the whole of the said additional Capital of One million three hundred and sixty-three thousand Pounds shall have been subscribed for *bonâ fide* and issued, and One Half of that Amount shall have been actually paid up, nor until the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that all the said additional Capital of One million three hundred and sixty-three thousand Pounds has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share or Sum of Stock was paid on Issue of the same, and that

all such Shares and Sums of Stock are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proofs having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

89. All Mortgages of the Company granted before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall, as regards the Undertaking comprised in and assigned by such Mortgages, have Priority over all Mortgages granted by virtue of this Act.

Debenture Stock.

90. The Company may create and issue Debenture Stock.

Application of Money raised under Act.

91. All Money raised under the Powers of this Act by the Creation of new Shares or Stock, or on Mortgage, shall be applied in the first instance to the Purposes by this Act authorized, and, subject thereto, shall be applicable to the Purposes authorized by the other Acts relating to the Company.

Interest not to be paid on Calls paid up.

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

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

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

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

94. Nothing in this Act contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways now in force, or which may hereafter pass during this or any future Session of Parliament,

Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

95. The Costs and Charges of applying for and obtaining this Act, and incidental thereto, shall be paid by the Company.

Short Title.

96. This Act may for any Purpose be cited as "The *Great Eastern* Railway (*Metropolitan* Station and Railways) Act, 1864."

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