ANNO TERTIO & QUARTO

VICTORIÆ REGINÆ.

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the Second Year of the Reign of Her present Majesty, intituled *An Act to amend and enlarge the Powers and Provisions of the several Acts relating to the* London *and* Croydon *Railway*, the said last-mentioned Railway has been completed, and is now open for Public Use: And whereas, under the Provisions of an Act of the present Session of Parliament, intituled *An Act to enable the* London *and* Greenwich *Railway Company to provide a Station in the Parish of* Saint Olave *in the County of* Surrey, it is proposed, for the Consideration therein mentioned, that the said *London* and *Greenwich* Railway Company shall purchase certain Property mentioned in the Schedule to the said Act annexed, and shall furnish to the said *London* and *Croydon* Railway Company a Station of the Extent of Fifty thousand Square Feet in lieu of their present Station; but in consequence of the great Traffic passing on the said *London* and *Croydon* Railway, and of the great additional Traffic anticipated from the opening of the *London* and *Brighton* and South-eastern Railways in connexion therewith, it is apprehended by the said *London* and *Croydon* Railway Company that the Station so to be furnished as aforesaid may not be sufficient to accommodate the united Traffic of the said respective Railways; and it is expedient therefore that the said *London* and *Croydon* Railway Company should be enabled to provide additional Accommodation for such Purpose: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

2 & 3 Vict. c. 18.

3 & 4 Vict. c. 128.

Empowering London and Croydon Railway Company to purchase Lands in the Schedule.

That, subject to the several Provisions herein-after contained, it shall be lawful for the *London* and *Croydon* Railway Company, incorporated by the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth, and they are hereby authorized and empowered, to purchase the Property mentioned in the Schedule to this Act annexed, and to erect thereon such Buildings and other Conveniences as may in their Judgment be necessary for affording sufficient Accommodation to the Traffic of their own and of the South-eastern and *London* and *Brighton* Railways, in addition to the Accommodation to be provided by the said *London* and *Greenwich* Railway Company: Provided always, that if any of the said Property included in the Schedule to the said recited Act of the present Session shall be required by the said *London* and *Greenwich* Railway Company for the Purpose of providing a Station for the said *London* and *Croydon* Railway Company as therein mentioned, the said *London* and *Greenwich* Railway Company shall have a prior Right to purchase the same; but in case the said *London* and *Greenwich* Railway Company shall purchase any more of the Property contained in their said Schedule, and in the Schedule to this Act, than may be required by them for the Purpose of furnishing such Station as aforesaid, the said *London* and *Croydon* Railway Company shall, at any Time within Twelve Months thereafter, have Power to purchase such surplus Property from the said *London* and *Greenwich* Railway Company, at such Price *per* Superficial Foot as may have been paid for the same, including all Expences, by the said *London* and *Greenwich* Railway Company.

II. And

Extending Powers of the *London* and *Croydon* Railway Acts to this Act.

II. And for effecting the Purposes aforesaid be it further enacted, That all the Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Interpretation or Construction, Provisions, Clauses, Liabilities, Duties, Matters, and Things contained in the said recited Acts relating to the *London* and *Croydon* Railway (except such of them or such Parts thereof respectively as are by this Act expressly repealed, altered, or otherwise provided for), shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and to the Monies hereby authorized to be raised by the *London* and *Croydon* Railway Company, and shall operate and be in force in respect to the Objects and Purposes of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Provisions, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Unintentional Errors in Schedule not to impede Execution of the Act.

III. And be it further enacted, That it shall be lawful for the said *London* and *Croydon* Railway Company to purchase and take the said Lands mentioned in the Schedule to this Act, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the respective Owners, Lessees, or Occupiers thereof, may happen to be omitted, mis-stated, or erroneously described in such Schedule, if it shall appear to any Two Justices of the Peace for the County or Place within which such Lands may be situate (in case of Dispute about the same), and be by them certified in Writing, that such Omission, Mis-statement, or erroneous Description proceeded from Inadvertence or Mistake; and the Certificate of such Justices shall be deposited with and be kept by the Clerk of the Peace of such County or Place.

Time for taking Lands.

IV. And be it further enacted, That the Time during which the said *London* and *Croydon* Railway Company shall have Power to purchase and take by Compulsion the Lands requisite for the Purposes hereof, except such as they may purchase from the *London* and *Greenwich* Railway Company, shall be and the same is hereby limited to the Space of Two Years from the passing of this Act.

The Company compellable to purchase all the Property in the Schedule if required, unless they give Notice within Twelve Months that it will not be wanted.

V. And be it further enacted, That if the said Company shall not require any of the Houses, Buildings, Lands, and Hereditaments specified in the Schedule to this Act, and not included in the Schedule of the said recited Act of the present Session, and which the said *London* and *Croydon* Railway Company are hereby authorized and empowered to take and use for the Purposes of this Act, they shall, within the Space of Twelve Calendar Months next after the passing of this Act, give Notice thereof in Writing to all and every the Owners, Lessees, Occupiers, and other Persons interested in such of the said Houses, Buildings, Lands, and Hereditaments as they shall not require, by leaving the same on the Premises; and unless the said Company shall give such Notice, within the Time aforesaid, it shall and may be lawful for the Owner, Lessee, or Occupier,

Occupier, or any other Person interested in any House, Shop, Warehouse, Manufactory, Ground, or Building comprised in the Schedule to this Act, and not in the Schedule to the said last-recited Act, and to whom such Notice as aforesaid shall not have been given by the said Company by Notice in Writing, to be left at the Office of the said Company, to require the said Company to purchase his, her, or their Right and Interest in any of such Houses, Shops, and Warehouses, Manufactories, Ground, or Buildings; and the said Company shall and they are hereby required, within Three Calendar Months next after any such Notice or Notices, to treat with the Person or Persons giving such Notice or Notices for the Purchase of his, her, or their Right and Interest in such and the said Houses, Shops, Warehouses, Manufactories, Grounds, and Buildings as shall be mentioned in such Notice or Notices respectively, and for the Compensation, Recompence, and Satisfaction to be made to him, her, or them for any Loss, Damage, or Injury, in respect of any Improvements, Tenants Fixtures, Machinery, or otherwise; and in case the Person so giving such Notice or Notices and the said Company shall not agree as to the Amount or Value of the Purchase Money for such Houses, Shops, Warehouses, Manufactories, Ground, or Buildings, and the Amount of such Compensation, Recompence, and Satisfaction, in respect of Improvements, Tenants Fixtures, Machinery, or otherwise, then the Amount or Value of such Purchase Money, Satisfaction, Recompence, and Compensation shall be ascertained and settled by the Verdict of a Jury in the Manner by the said recited Act of the Sixth and Seventh Years of the Reign of King *William* the Fourth, directed for ascertaining and settling the Value or Recompence for the Land, Tenements, Hereditaments, and Premises to be taken or purchased for the Purposes of that Act, in case of Difference respecting the same: Provided always, that the said Company shall not be compelled to purchase any such Lands or Houses after the Expiration of Six Months from and after the Completion of the Works hereby authorized to be made.

Clerk of the Peace, on Application, to cause Precepts to be issued to assess the Amount of Compensation.

VI. And be it further enacted, That it shall and may be lawful for the Clerk of the Peace of the County of *Surrey*, and he is hereby required, on the Application of any Person or Persons having received Notice from the said Company under the Provisions of this Act, or having given Notice to the said Company under the Provisions of this Act, requiring any Lands, Tenements, or Hereditaments, for the Purposes of this Act, to be sold or purchased, to issue a Precept or Precepts under his Hand and Seal, directed, as in the said recited Act of the Sixth and Seventh *William* the Fourth is mentioned, to the High Bailiff of the Borough of *Southwark*, to impannel, summon, and return a Jury in manner, and under the Directions and Regulations, and with the Powers in the said several Acts mentioned for assessing and determining the Amount of Purchase Money, Compensation, Recompence, and Satisfaction which shall be payable to such Person or Persons so applying for and causing such Precept or Precepts to be issued; and such High Bailiff is hereby required, on Receipt of such Precept or Precepts, to impannel, summon, and return a Jury for the Purposes to be mentioned in such Precept or Precepts, and to proceed thereon in the same Manner to all Intents and Purposes

as

as if the same were issued under the Seal of the said Company: Provided always, that it shall not be lawful for the said Clerk of the Peace to issue any such Precept unless the said Company shall, after Two Months Notice requiring them so to do, refuse or neglect to issue their Precept or Warrant to assess the Amount of the Purchase Money, Compensation, Recompence, or Satisfaction as aforesaid: Provided also, that Notice in Writing of the issuing such Precept, and of the Time and Place at which the said Jury shall be summoned to attend, together with full Particulars of such Claim, shall be given to the said Company Fourteen Days at least previous to the Day for which such Jury shall be summoned; and provided that if it shall happen that such Jury shall by their Verdict find that no Compensation is payable to the Person or Persons causing such Precept to be issued as aforesaid, then such Person or Persons shall be liable to pay to the said Company all the Costs, Charges, and Expences to be incurred and sustained by them in consequence of such Precept having been issued, to be taxed as in the said recited Act of the Sixth and Seventh Years of the Reign of King *William* the Fourth is mentioned.

Costs of Valuation, Title, &c. to be paid by the Company.

VII. And be it further enacted, That all the reasonable Costs, Charges, and Expences which shall be incurred or sustained by any Person or Persons selling any Lands, Tenements, or Hereditaments, or any Estate or Interest therein, to the said Company, or who shall be entitled to receive any Compensation, Recompence, or Satisfaction from them, under or by virtue of this Act or the said recited Acts, or either of them, and of and attending the Valuation by One Surveyor of any such Lands, Tenements, or Hereditaments, or any Estate or Interest therein, and of and attending the making out, establishing, or proving the Claim of such Person or Persons for or in respect of such Lands, Tenements, or Hereditaments, Compensation, Recompence, and Satisfaction, and also all the Costs, Charges, and Expences, on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any Lands, Tenements, or Hereditaments which shall be purchased or taken by the said Company, or any Terms, Estate, or Interest therein, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, Tenements, or Hereditaments, or any Term, Estate, or Interest therein, and of making out and furnishing such Abstract and such attested Copies as the said Company may require; and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title shall be borne and paid by the said Company, and the said Company, before entering into Possession of the Lands, Tenements, or Hereditaments so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same then such Costs, Charges, and Expences shall be ascertained, settled, and determined by the Person or Persons authorized by the said recited Act of the Third Year of the Reign of King *William* the Fourth to settle and determine the Costs therein mentioned, and such Costs, Charges, and Expences, when so ascertained and settled, shall be recoverable in the same Manner as mentioned in the said last-mentioned Act.

Passage leading out of Glean Alley to be discontinued.

VIII. And whereas the said Land hereby authorized to be purchased will abut on certain Ways or Passages leading from and out of *Glean Alley*, and called *Back Alley*, *Crown Square*, *Williams Buildings*, and *Silver Street*, in the Parish of *Saint Olave* aforesaid, and which without Inconvenience to the Public might be stopped up; be it therefore enacted, That if upon the View of the Commissioners for paving the East Division of *Southwark*, and for opening, widening, and better regulating the Streets, Lanes, and Places within the same Division, it shall to them appear that the said Ways or Passages are become unnecessary, and may, without Inconvenience to the Public or to the Owners of Houses or Tenements adjoining thereto, be discontinued and stopped up, then and in such Case it shall and may be lawful to and for the said Company, with the Consent of the said Commissioners, testified by Writing under the Hand of the Clerk to such Commissioners for the Time being, and by and with the Consent of the Owner or Owners of the Houses, Lands, or Tenements adjoining to Four Parts in Five in the Length of the said Passages or Ways, testified by Writing under his, her, or their Hand or Hands, to discontinue and stop up the aforesaid Ways or Passages, and such Ways or Passages shall be discontinued and stopped up accordingly.

Power to stop up Three Hammer Alley.

IX. And whereas the Land hereby authorized to be purchased will abut on a certain Street or public Thoroughfare leading from and out of the Broadway to other public Thoroughfares communicating with a certain Place called *Tooley Street*, called *Three Hammer Alley*, in the Parish of *Saint Olave* aforesaid, and without Inconvenience to the Public might be stopped up; be it therefore enacted, That if upon the View of the Commissioners for the paving the East Division of *Southwark*, and for opening, widening, and better regulating the Streets, Lanes, and Places within the same Division, it shall to them appear that the said public Thoroughfare called *Three Hammer Alley* may without Inconvenience to the Public be discontinued and stopped up, then and in such Case it shall and may be lawful to and for the said *London* and *Croydon* Railway Company, with the Consent of the said Commissioners, testified by Writing under the Hand of the Clerk to such Commissioners for the Time being, and by and with the Consent of the Owner and Owners of the Houses, Land, or Tenements adjoining to Four Parts in Five in the Length of the said public Thoroughfare, testified by Writing under his, her, or their Hand or Hands, to discontinue and stop up the aforesaid public Thoroughfare, and such public Thoroughfare shall be discontinued and stopped up accordingly.

Regulating the Manner of arching over public Thoroughfares.

X. Provided always, and be it further enacted, That where any Bridge or Arch shall be erected by the said *London* and *Croydon* Railway Company over or across a public Thoroughfare, such Bridge or Arch shall be of One Span, and the Span of the Arch of such Bridge or Arch shall be formed and shall at all Times be continued of such Width so as to leave a clear and open Space of every such Bridge or Arch of not less than the present Width thereof with the Footpaths thereto, and the Soffit of the Arch of the same Level as the Soffit of the Arches of the *London* and *Greenwich* Railway over

the same Thoroughfare, and the Descent under such Bridge or Arch shall not exceed One Foot in Thirty Feet; and the said Company shall, at their own Expence, well and effectually form and pave such public Thoroughfare, both Foot and Carriage Ways, with new and sound Materials, under the Direction and Superintendence of the Surveyor for the Time being of the said Commissioners of Pavements for the East Division of *Southwark*, and shall also make proper Drains or Sewers for carrying off the waste Water, the same to be also executed under the Direction and to the Satisfaction of the Commissioners of Sewers for *Surrey* and *Kent*, and of the said Commissioners of Pavements for the East Division of *Southwark*, by and at the Expence of the Company.

Bridges and Tunnels to be lighted.

XI. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to find and provide such Number of Gas Lamps, with all proper Fittings and Apparatus to the same, for well and effectually lighting with Gas Light, as shall by the Surveyor for the Time being to the said Commissioners for paving the East Division of *Southwark*, and lighting the Streets and Places therein, be deemed necessary, the Bridges and Arches to be constructed over or across the Streets within the Jurisdiction of the said Commissioners, and to be affixed up to such Parts of the said Bridges or Arches, under the Direction of the said Surveyor, for the public Safety, and for the Convenience and Protection of the Passengers travelling or passing through the said Streets aforesaid; and in case the said Company shall neglect, omit, or at any Time discontinue lighting such Gas Lamps, it shall be lawful for the Commissioners having the Control of the Pavements within the said East Division of *Southwark* to light the same, or such of them as shall have been omitted or discontinued to be lighted; and all the Costs, Charges, and Expences which the said Commissioners shall expend or incur thereby shall be paid by the Treasurer of the said Company, on Demand, and in case of Delay of Payment, or of the Nonpayment thereof, for the Space of One Calendar Month next after such Demand, then it shall and may be lawful for any Five or more of the said Commissioners, and they are hereby authorized and empowered, from Time to Time, to bring any Action at Law in any of Her Majesty's Courts of Record at *Westminster*, in their Names, or in the Name of their Clerk for the Time being, against the said Company, and to recover in such Action such Sum of Money as shall have been from Time to Time fairly and *bonâ fide* expended or incurred for the Purposes aforesaid, together with full Costs of Suit: Provided always, that nothing herein contained shall extend to require the said Company to find or provide or to affix any such Gas Lamps as aforesaid in case the present Gas Lamps shall be removed or reduced in Number, or to require the said Company to find or provide or to affix any such Gas Lamps as aforesaid nearer to any present Gas Lamps than Fifty Feet, unless in such Places as in the Opinion of Two out of Three Surveyors, one to be chosen by the said Commissioners, another to be chosen by the said Company, and a third by the Two Surveyors so to be chosen as aforesaid, any such additional Lamps shall be necessary to be placed nearer than Fifty Feet to the said present Lamps, for the Protection of the Public, the

Expence

Expence of such Reference to be borne as the said Two Surveyors shall direct.

As to the Agreement between the Company and St. Thomas's Hospital.

XII. And whereas an Agreement in Writing, bearing Date the Sixth Day of *May* One thousand eight hundred and forty, was entered into between the said *London* and *Croydon* Railway Company and the Governors of *St. Thomas's Hospital*, as well for preserving as far as practicable the Ventilation and Quiet of the said Hospital, as also for giving to the said Company a certain Piece of Ground belonging to the said Hospital at the Entrance to the *London* and *Greenwich* Railway next *Duke Street*, for the Purpose of the same being thrown into the Railway Approach, in exchange for a certain Piece of Ground belonging to the *London* and *Greenwich* Railway Company, which Ground was to be obtained from such last-mentioned Company by the said *London* and *Croydon* Railway Company, and given to the Governors of the said Hospital, with a Provision that upon the effecting of such Exchange, and as one of the Terms thereof, and in consideration as well of such Exchange as likewise of the Sum of Two hundred and fifty Pounds, to be paid by the said *London* and *Croydon* Railway Company to or for the Benefit of the said Hospital, a certain Messuage and Premises belonging to the said Hospital occupied by Mr. *Benjamin Aynesworth* should be conveyed to the said *London* and *Croydon* Railway Company by the Governors of the said Hospital, as therein expressed: And whereas since the making of the said Agreement the said intended Exchange has been superseded by an Exchange (including the above-mentioned Pieces of Ground) provided for by an Agreement made and entered into on the First Day of *June* One thousand eight hundred and forty, between the said *London* and *Greenwich* Railway Company and the Governors of the said Hospital, and some Modification of the aforesaid Agreement of the Sixth Day of *May* One thousand eight hundred and forty has consequently become necessary; be it therefore enacted, That notwithstanding the said recited Agreement of the Sixth Day of *May* One thousand eight hundred and forty, it shall not be lawful for the said *London* and *Croydon* Railway Company to require the Conveyance of, or otherwise purchase, take, use, or meddle with, the said Messuage and Premises occupied by the said Mr. *Benjamin Aynesworth*, except for such Price and Compensation as shall be mutually agreed upon between the said Company and the Governors of the said Hospital, or in case of Difference as shall be assessed and awarded by a Jury in manner in the said recited Acts or any or either of them provided and contained: Provided always, that nothing in this Act contained shall in any way alter, vary, prejudice, or affect the said Agreement of the Sixth Day of *May* One thousand eight hundred and forty, or any of the Stipulations and Provisions thereof, save and except so far as the same are expressly altered or varied by this Act.

Power to raise Money by additional Shares.

XIII. And whereas the probable Expence of purchasing the Property and executing the Works by this Act authorized will amount to the Sum of Sixty-five thousand Pounds; be it therefore enacted, That it shall be lawful for the said *London* and *Croydon* Railway Company to raise and contribute amongst themselves, or by the Admission

Admission of new Subscribers, in addition to the Sums which they have already raised or which they are empowered to raise under and by virtue of the said recited Acts, any further Sum of Money not exceeding in the whole the Sum of Sixty thousand Pounds, in such Shares and Proportions and upon such Terms as they shall think fit.

Power to borrow Money.

XIV. And be it further enacted, That it shall be lawful for the said *London* and *Croydon* Railway Company, when and so soon as One Half of the said Sum of Sixty thousand Pounds has been paid up, to borrow and take up at Interest on the Credit of the Undertaking and Works by this Act authorized any Sum not exceeding the Sum of Twenty thousand Pounds, and to mortgage, assign, and charge the said Undertaking and Works for securing the Repayment of such Sum, with Interest thereon; and also, as a further Security to the Parties lending such Money, to charge the said *London* and *Croydon* Railway, and the Works and Property of the said *London* and *Croydon* Railway Company, with such Sums and Interest, but subject to any existing Mortgages on the said Railway, Works, and Property; and every Mortgage to be made under the Powers of this Act shall be subject, so far as the same are applicable, to the like Rules, Regulations, Provisions, and Conditions as are contained in the said first-recited Act relating to the said *London* and *Croydon* Railway, with reference to the Sums thereby authorized to be raised by Mortgage on the Credit of that Undertaking.

Power to alter Direction of Highway from Norwood to Beckenham.

XV. And whereas the said *London* and *Croydon* Railway crosses the Highway leading from *Norwood* to *Beckenham* on the same Level therewith, and it is expedient that in lieu thereof the said Highway should be carried under the said Railway; be it therefore enacted, That the said Company shall, within Eighteen Months from the passing of this Act, carry the said Highway under the said Railway by means of an Archway of not less than Twenty Feet in Width and Fifteen Feet in Height, and with Approaches thereto of an Inclination not exceeding One Foot in Fifteen Feet, and for such Purpose the said Company shall have Power to lower and narrow the said Highway so far as may be necessary, but so as to leave a clear Roadway of at least Twenty Feet in Width, with an Inclination of not more than One Foot in Fifteen Feet, and also to stop up the said Highway so long as may be unavoidable, for the Purpose of constructing the said Archway and the Works connected therewith, but not during a greater Period than Six Calendar Months; and the said Company shall have Power to purchase all Lands necessary for the Works aforesaid by and with the Consent of the Parties interested therein; and all Persons by the said first-recited Act capacitated to sell Lands for the Purposes of the said Railway shall have Power to sell to the said Company such Lands as may be required by them for the Purpose of executing the Works by this Act authorized: Provided always, that none of the Provisions of the said recited Acts relating to public Highways interfered with by the said Company, or to Bridges or Archways to be made by them, shall be held applicable to the said Highway so to be carried under the said Railway, or the Archway to be made for that Purpose, or the Works connected therewith.

Company to forfeit 10*l.* for every Day after Expiration of the Time for making the Highway under the Railway until it is completed.

XVI. And be it enacted, That in case the said Company shall not, within Eighteen Months after the passing of this Act, carry the said Highway under the said Railway, and complete the Works relating thereto in manner herein-before mentioned, the said Company shall forfeit and pay to the Overseers of Highways within the Parish of *Beckenham* the Sum of Ten Pounds for each Day after the Expiration of such Period of Eighteen Months during which the said Highway shall not be carried under the said Railway, or the Works relating thereto shall not be completed in manner herein-before mentioned; and such Penalty shall be recovered by the said Overseers by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*, and shall be applicable for the Purposes of such Highway.

Enabling the Greenwich, Croydon, Brighton, and South-eastern Companies to enter into Agreements for executing Works.

XVII. And be it further enacted, That it shall be lawful for the said *London* and *Croydon* and *London* and *Greenwich* Railway Companies respectively to enter into such Arrangements as they may deem expedient with one another, and also with the *London* and *Brighton* and South-eastern Railway Companies, or either of them, and for such last-mentioned Companies respectively to enter into such Arrangements as aforesaid with the *London* and *Croydon* and *London* and *Greenwich* Railway Companies, or either of them, or with each other, for the Apportionment among themselves of the Stations at the *London* Terminus of the said *London* and *Greenwich* Railway, and for the Execution, Use, and Management thereof, and also of any additional Lines of Railway which the *London* and *Greenwich* Railway Company are authorized or required to make for the Accommodation of the Traffic of the said *London* and *Croydon*, *London* and *Brighton*, and South-eastern Railways.

Enabling the Croydon, Brighton, and South-eastern Companies to raise Monies for carrying out such Agreements.

XVIII. And be it further enacted, That it shall be lawful for the *London* and *Croydon* Railway Company, the South-eastern Railway Company, and the *London* and *Brighton* Railway Company, or either of them, and they are hereby respectively authorized and empowered, with the Consent of their respective Proprietors, signified by the Votes of such Proprietors assembled at a Meeting of each of the said Companies respectively, specially convened for the Purpose, in the event of their entering into such Arrangements as aforesaid, to raise their respective Proportions of the Cost of purchasing, making, or completing the said Stations, and the said additional Lines as aforesaid, or of carrying any such Arrangements as aforesaid into effect by the Creation of new Shares in their respective Undertakings, and by Mortgage thereof and of the Profits thereof, including any Property which may accrue to them under the Provisions herein contained, but subject, so far as regards their said respective Undertakings, to any existing Mortgages thereon: Provided always, that the said Companies respectively shall not be authorized to raise respectively a greater additional Capital in Shares than Ninety thousand Pounds each, nor to borrow respectively a greater Sum than Thirty thousand Pounds each for the Purposes of this Act, nor shall they respectively be authorized to borrow for such Purposes any Sum of Money until One Half the Capital which may be created by them respectively in Shares under the Powers of this

Act shall have been paid up, nor in any Event to borrow a greater Proportion than One Third of such Capital.

Provisions of Acts relating to the Croydon, Brighton, and South-eastern Companies respectively to apply to Monies to be respectively raised by them.

XIX. And be it further enacted, That the said respective Companies shall be and they are hereby empowered to raise such additional Capital as aforesaid, upon such Terms and Conditions as they may think fit; and, subject to such Conditions, the several Provisions of the Acts relating to the *London* and *Croydon* Railway Company with regard to the Monies thereby authorized to be raised, and the Persons subscribing or lending the same, shall be held to apply to the additional Capital hereby authorized to be raised by them, and to the Persons subscribing or advancing the same; and in like Manner, and subject to such Conditions as aforesaid, the several Provisions of the Acts relating to the *London* and *Brighton* and South-eastern Railway Companies respectively, with regard to the Monies thereby authorized to be raised, and the Persons subscribing or advancing the same, shall be held to apply to the Monies hereby authorized to be raised by the said respective Companies, and to the Persons subscribing or advancing the same.

Providing for Expences of this Act.

XX. And be it further enacted, That all the Costs, Charges, and Expences of and attending the passing of this Act, or incidental thereto, shall be paid and discharged out of the first Monies to be raised under the Powers hereof, and in preference to any other Payment whatsoever.

Public Act.

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

The

The SCHEDULE to which the foregoing Act refers.

PARISH OF SAINT OLAVE SOUTHWARK IN THE COUNTY OF SURREY.

Owners or reputed Owners.	Occupiers.	Lessees.	Description of Property.
Commissioners of Sewers -	- - -	- - -	Public Sewer.
	Joiner Street.		
Francis Riddall Reynolds	Empty - -	- - -	Unfinished House.
Ditto - -	Ditto - -	- - -	Ditto.
Ditto - -	- - -	- - -	Vacant Ground.
The Governors of Saint Thomas's Hospital.	Benjamin Aynesworth	Benjamin Aynesworth.	Dwelling House, Yard, and Premises.
Commissioners of Sewers	- - -	- - -	Common Sewer.
	Crown Square.		
Commissioners of paving the Eastern Division of the Borough of Southwark.	- - -	- - -	Public Square called Crown Square.
William Jollands Davies -	William Jollands Davies.	- - -	Emery Mills, Yards, and Outbuildings.
	Duffey's Rents, or Back Alley.		
Commissioners of paving the Eastern Division of the Borough of Southwark.	- - -	- - -	Public Alley called Back Alley.
William Jollands Davies -	David Sullivan -	- - -	Tenement and Yard.
Ditto - -	Thomas Servant -	- - -	Ditto.
Ditto - -	Charles Wilkins -	- - -	Ditto.
Ditto - -	Dennis Grogen -	- - -	Ditto.
Sampson Carey and John Carey.	Benjamin Aynesworth	John Wise -	Stable and Sheds, Cooperage and Warehouse.

Owners or reputed Owners.	Occupiers.	Lessees.	Description of Property.
	Three Hammer Alley.		
Commissioners of paving the Eastern Division of the Borough of Southwark.	- - -	- - -	Public Alley called Three Hammer Alley.
	Duffey's Rents or Back Alley — continued.		
Sampson Carey and John Carey.	William Jollands Davies.	- - -	Warehouse and Shed.
Ditto - -	Ditto - -	- - -	Ditto.
Ditto - -	Samuel Closs -	- - -	Ditto.
	Three Hammer Alley — continued.		
John Friend - -	Robert Cleghorn -	Robert Cleghorn	Crucible Manufactory, Warehouse, &c.
—— Favell - -	John Roach - -	John Nye -	Tenement.
Ditto - -	John Stout - -	Ditto -	Ditto.
Ditto - -	Stephen Gissing -	Ditto -	Ditto.
Ditto - -	Daniel Taylor -	Ditto -	Ditto.
	William's Buildings.		
Commissioners of paving the Eastern Division of the Borough of Southwark.	- - -	- - -	Public Buildings called William's Buildings.
—— Favell - -	—— Barnet - -	John Nye -	Tenement.
Ditto - -	Ann Murphy -	Ditto -	Ditto.
Ditto - -	William Nairne -	Ditto - -	Ditto.
Ditto - -	Michael Riley -	Ditto - -	Ditto.
Ditto - -	—— Croning -	Ditto - -	Ditto.
Ditto - -	Edward Honeyball -	Ditto - -	Ditto.
Ditto - -	Thomas Terry -	Ditto - -	Ditto.
Ditto - -	Thomas Honeyball -	Ditto - -	Ditto.
Ditto - -	—— Carney -	Ditto - -	Ditto.
	Silver Street.		
Commissioners of paving the Eastern Division of the Borough of Southwark.	- - -	- - -	Public Street called Silver Street.
John Friend - -	—— Donovan -	- - -	Tenement and Yard.
Ditto - -	- - -	- - -	Ditto.
John Friend - -	Administrators of John Plumbly.	Administrators of John Plumbly.	Smith's Shed and Yard.

Owners or reputed Owuers.	Occupiers.	Lessees.	Description of Property.
Silver Street — continued.			
John Friend - -	Administrators of John Plumbly.	Administrators of John Plumbly.	Iron Yard, Shed, Warehouses, Stable, Cottage, and Yard.
Ditto - -	Ditto - -	Ditto -	Yard, &c.
Ditto - -	Ditto - -	Ditto -	Stable.
Ditto - -	Robert Cleghorn -	Robert Cleghorn	Yard, &c.

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