ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. civ.

An Act for making a Railway to join the *London* and *Birmingham* Railway at or near the Regent's Canal in the Parish of *Saint Pancras* in the County of *Middlesex*, and proceed from thence to *Skinner Street* in the City of *London*, to be called "The *London* Grand Junction Railway."

[4th *July* 1836.]

WHEREAS an Act was passed in the Third Year of the Reign of His present Majesty, intituled *An Act for making a Railway from* London *to* Birmingham: And whereas the Railway authorized to be made by the said Act, and by an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to enable the* London *and* Birmingham *Railway Company to extend and alter the Line of such Railway, and for other Purposes relating thereto*, has been commenced, and is now in progress: And whereas the making a Railway commencing at or near the Line of and to form a Junction with the said *London* and *Birmingham* Railway at or near the Regent's Canal, and terminating at or near *Skinner Street* in the Parishes of *St. Andrew Holborn* and *Saint Sepulchre* in the City of *London*, will be of great public Advantage, by opening an additional, cheap, certain, and expeditious Communication between the City of *London* and *Camden Town*, *Hampstead*, *Highgate*, and adjoining Places, and also, by forming such Junction as aforesaid with the said *London* and *Birmingham* Railway, will facilitate the Conveyance of Persons, Goods, and Merchandize be-

3 W. 4 c. 36.

5 & 6 W. 4. c. 56.

tween the City of *London* and the Towns of *Liverpool*, *Birmingham*, and *Manchester*, and the several intermediate and adjacent Places: And whereas the several Persons herein-after named are willing at their own Costs and Charges to carry into execution the said Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *John Annandale*, *Charles Henry Ashley*, *William Wright Bampton*, *Harry Barker*, *Thomas Bonner*, *George Alexander Brown*, *Charles Henry Clay*, *Richard Cheesewright*, *William Cash*, *William Campbell*, *William George Clifton*, *John Copland*, *Samuel Dutton*, *William Fenwick*, *John Frampton*, *Charles Fraser*, *William Griffith*, *Thomas Smith Goode*, *Christopher Groves*, *Thomas Griper*, *Charles Gunston*, *Denny Gardner*, *George Greenfell*, *John Hodgson*, *Jeron Harpur*, *Richard Hocking*, *William Hargreave*, *James Dudley Hart*, *John Jackson*, *James Johnston*, *Charles Henry Knox*, *Henry Kirk*, *William Krauss*, *John King*, *Henry Lamb*, *F.W.* and *R.S. Lemon*, Lieutenant Colonel *Mills*, Captain *Henry Moore*, *Josiah Merrick*, Lieutenant Colonel *George Nellthorpe*, *Joseph Owen*, *William Archer Price*, *Joseph Price*, *Richard Preston*, *Richard John Pickmere*, *Buckley Price*, *John Polwarth*, *Arthur J. Robinson*, *Thomas Rake*, *Daniel Higley Richardson*, Lieutenant Colonel *John Rolt*, Captain *William Read*, *William Rothery*, *Edward Richardson*, *James Richardson*, *John Cross Richardson*, *William Richardson*, *Joseph Raleigh*, *Samuel Hodgson Smythe*, *William Scott*, *George Smith*, *John Ashley Saunders*, *John Strickland*, *Jonathan Thorp*, *Thomas Turner*, *George Edward Towey*, *Samuel Thorp*, *Thomas Tetley*, *John Thorp*, *William Thorp*, *Rowland Unwin*, *Charles Whitchurch*, *James Hutchinson Waugh*, *George Wright*, *John Whittaker*, *Matthew Wells*, *William Wallace*, *William Watson*, *Robert Samuel Weakley*, *Samuel Waring*, Lieutenant Colonel *Henry White*, and every other Person and Corporation that has subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The *London* Grand Junction Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued; and also shall have Power and Authority, from and after the passing of this Act and at all Times thereafter, to purchase, hold, and sell Lands for the Use and Benefit of the said Undertaking without incurring any Penalties or Forfeitures of the Statute of Mortmain or otherwise, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Proprietors incorporated.

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, such Word shall be understood to include several Matters

as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word "Lands" shall be used the same shall be understood to include Tenements and Hereditaments; and where the Word "Corporation" shall be used the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors may raise Money amongst themselves for the Undertaking, not exceeding 600,000*l.*, to be divided into Shares of 50*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Six hundred thousand Pounds, the whole to be divided into Shares of Fifty Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and every Person and Corporation, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking, and other the Purposes of the said Subscription, shall be entitled to and receive in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company as and when the same shall be divided by the Authority of this Act.

Application of Money to be raised.

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

Company empowered to make the Railway.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited with the Clerks of the Peace for the County of *Middlesex* and the City of *London* respectively; (that is to say,) commencing at or near and forming a Junction with the Line of the said intended Railway from *London* to *Birmingham* at or near the Regent's Canal in the Parish of *Saint Pancras* in the County of *Middlesex*, and passing from, in, through, and into the several Parishes, Townships, Hamlets, or Places of *Saint Pancras*, *Saint Mary Islington*,

Islington, Saint Andrew Holborn above Bars, Saint James Clerkenwell, Saint Andrew Holborn, and *Saint Sepulchre,* or some of them, in the said County of *Middlesex, Saint Andrew Holborn* and *Saint Sepulchre* in the City of *London,* and terminating at *Cock Lane* near *Skinner Street* in the said Parish of *Saint Sepulchre* in the said City of *London.*

Plans and Books of Reference deposited with the Clerks of the Peace to remain there, and to be open to inspection.

VI. And whereas Maps or Plans and Sections describing the Line of the said Railway, and the Lands upon, across, under, or over which the said Railway and the Works connected therewith were intended to be carried and made, together with Books of Reference containing a List of the Names of the Owners and Occupiers of such Lands, have been deposited in the Offices of the respective Clerks of the Peace for the County of *Middlesex* and the City of *London:* And whereas since the depositing of the said Maps or Plans, Sections, and Books of Reference, Alterations of the Line of the said Railway have been agreed and determined upon, Application having been made to the respective Owners and Occupiers; be it therefore enacted, That a Map or Plan and Section describing the said Railway as the same has been agreed to be altered, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, together with a Copy of an amended Book of Reference of such Deviations, within Two Calendar Months after the passing of this Act, be deposited with the Clerks of the Peace of the County of *Middlesex* and the City of *London,* and all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect the said Maps or Plans, Sections, and Books of Reference, so to be deposited, and to have Copies thereof or Extracts therefrom at their Will and Pleasure, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section, and Book of Reference, so inspected, may be, the Sum of One Shilling for every such Inspection, and for furnishing Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for One hundred Words; and any of the said Maps or Plans, Sections, and Books of Reference, or any Copy thereof or Extract therefrom, such Copy or Extract being certified to be a true Copy or Extract by the Clerk of the Peace in whose Custody the Map or Plan, Section, and Book of Reference, is deposited, from which such Copy or Extract may have been made, shall be good Evidence in all Courts of Law and elsewhere.

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

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works hereby authorized in the Line or Course, and upon, across, under, or over the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of any Owner or Occupier thereof, or of any Party interested therein respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the County of *Middlesex* or City of *London,* and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with

with and remain in the Custody of the respective Clerks of the Peace for the said County and City, as the Case may require.

Power to take and use Lands for the Purposes of the Railway.

VIII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act the said Company, their Agents and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and to carry the Railway hereby authorized to be made over the Regent's Canal, and to form a Junction with the *London* and *Birmingham* Railway at or near the same, and also to enter in or upon all the aforesaid Lands, or the Lands of any Person or Corporation whatsoever adjoining thereto respectively to bore, dig, cut, embank, trench, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therefrom or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, subject as aforesaid, to deposit and work in or upon any such Lands as aforesaid any Stone, Bricks, Slate, Timber, Lime, Materials, or other Articles or Things to be used or employed in or upon the said Railway or other Works, or for forming temporary Roads or Approaches thereto; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct in, upon, across, under, or over the said Railway or other Works, or in, upon, across, under, or over any Lands, Streets, Hills, Vallies, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, whether temporary or permanent, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences; and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses so far as may be necessary or proper for constructing and maintaining Tunnels, Bridges, whether temporary or permanent, or Passages over or under the same; and also to divert or alter the Course of any Rivers or Streams of Water, Roads, Streets, Alleys, Passages, or Ways, or to raise or sink any such Rivers or Streams, Roads, Streets, Alleys, Passages, or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway, for the Purpose of conveying Water from or to the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any Part of them, and to substitute others in their Stead; and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering,

altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Streets to be left clear, and the Level not to be altered without Consent.

IX. And whereas it is intended to construct the said Railway upon a Viaduct or Arches above the Surface Level of the Ground; be it therefore enacted, That in crossing all Roads, Streets, or public Carriageways, Courts, or Alleys within the Jurisdiction of the Commissioners of Sewers and Paving for the City of *London* and the Liberties thereof, the said Railway shall be so formed as to leave a clear and open Space for such Roads, Streets, or Carriageways, Courts or Alleys, and that all the Arches underneath the said Railway shall span across the whole Width of the respective Streets which the said Railway may cross, and that the Forms of the said Arches shall be either Semi-Ellipses or Segments of Circles, and that none of the said Arches shall be less than Eighteen Feet clear in Height: Provided always, that if it shall be found necessary for the Purposes of this Act to alter the Level of any of the Streets, Lanes, and Carriageways within the Limits aforesaid, such Alterations shall be made with the Concurrence of the said Commissioners, and under the Superintendence of their Surveyor.

Pavements not to be taken up without Notice.

X. And be it further enacted, That it shall not be lawful for the said Company, or any Person acting by or under their Authority, to break or take up or disturb, or cause to be broken or taken up or disturbed, for the Purposes of this Act, any Stones, Ground, Soil, or Pavement in any Street, Lane, or Place under the Control or Direction of the said Commissioners of Sewers and Paving in or through which the said Railway is intended to pass, unless Notice in Writing of their Intention to break or take up or disturb such Stones, Ground, Soil, or Pavement, signed by the Clerk to the said Company, specifying the Street, Lane, or Place, and the particular Part of such Street, Lane, or Place in which such Stones, Ground, Soil, or Pavement are or is intended to be broken or taken up or disturbed, shall have been given to the Surveyor to the said Commissioners or shall have been left for him at his Office for the Space of Seven Days at least, except in Cases of Emergency, before such Stones, Ground, Soil, or Pavement, or any Part thereof, shall be broken or taken up or in any way disturbed; and if the said Company, or any Person acting by or under their Authority, shall break or take up or in any way disturb, or cause to be broken or taken up or in any way disturbed, any such Stones, Ground, Soil, or Pavement, without such Notice being given or left as aforesaid, then and in every such Case the said Company shall forfeit and pay to the said Commissioners, or to their Treasurer, Clerk, or

Surveyor, or to such other Person as they may appoint, any Sum not exceeding Five Pounds, and also a further Sum of Forty Shillings for every Square Yard of Stones, Ground, Soil, or Pavement which shall be so broken or taken up or disturbed without such Notice being given or left as aforesaid, to be respectively recovered and levied in such and the like Manner as other Penalties and Forfeitures by this Act imposed are directed to be recovered and levied; and all Roads, Streets, Ways, Lanes, and other public Passages or Places to be set out and made as aforesaid, except the Railway so to be constructed as aforesaid, and any Road or Roads to be used therewith belonging to the said Company, within the Control or Jurisdiction of the said Commissioners, shall be set out, made, and formed under the Direction and Superintendence from Time to Time of the Surveyor for the Time being to the said Commissioners; and from and after any such Road, Street, Way, Lane, or other public Passage or Place shall be set out and made as aforesaid the same shall be under the Control, Jurisdiction, and Management of the said Commissioners, and shall thenceforth be maintained and repaired by them accordingly.

Pavements to be replaced with others of equal Condition.

XI. And be it further enacted, That whenever and so often as the said Company shall break or take up, or disturb or remove, the Stones, Ground, Soil, or Pavement in or of any Street, Lane, or Place under the Control or Jurisdiction of the said Commissioners as aforesaid, or any Part thereof, for the Purposes of this Act, and it shall be necessary that such Stones, Ground, Soil, or Pavement, or any Part thereof, shall be reinstated, or the Pavement of any such Street, Lane, or Place so broken or taken up, or disturbed or removed, or any Part thereof, should be made good, or that any of the Stones, Ground, Soil, or Pavement near or contiguous thereto should be relaid or reinstated, the same shall be reinstated and placed, and made or relaid, in as good State and Condition as the same was or were severally in at the Time of such Stones, Ground, Soil, or Pavement, or any Part thereof, being so broken or taken up, or disturbed or removed, by or under the Direction of the said Commissioners, but nevertheless at the Costs, Charge, and Expence of the said Company.

Compensation to be made for Loss or Damage to Premises by Pavements being raised or lowered.

XII. Provided always, and be it further enacted, That in case any Injury or Damage or Deterioration in Value shall be occasioned to any Houses or Buildings (which shall not be purchased or taken, as herein-after is mentioned, for the Purposes of this Act,) by reason of the Pavements in the immediate Front thereof having been lowered or raised by virtue of this Act, such Sum of Money shall be paid by the said Company to the Person or Corporation who shall be the Owner and Occupier of such Houses and Buildings, in satisfaction and compensation for such Injury, Damage, or Deterioration, as shall be agreed upon between such Owners and Occupiers and the said Company; and in case such Owners and Occupiers and the said Company shall not agree as to the Amount or Value of such Satisfaction or Compensation, then the same shall be ascertained and settled by the Verdict of a Jury in manner herein-after directed for ascertaining and settling the Value or Recompence for Lands to be taken or purchased for the Purposes of this Act.

XIII. And

Company to be liable for all Expences thereof.

XIII. And be it further enacted, That it shall be lawful for the said Commissioners and they are hereby required to give Notice in Writing signed by any Two or more of them, or by their Treasurer or Clerk for the Time being, to the said Company, by leaving the same with the Clerk or other Officer of the said Company for the Time being, of the Sum of Money, Costs, Charges, and Expences which may from Time to Time be paid, laid out, or expended or incurred, by or on account of the said Commissioners, for or in the making good the State and Condition of, or for or in repairing or reinstating, all or any of such Part or Parts of the Stones, Ground, Soil, or Pavement, or of such Foot and Carriage Way, within the Control and Management of the said Commissioners, which shall be so broken or taken up, or disturbed or removed, by the said Company as aforesaid, or near or contiguous thereto, to which Notice shall be annexed the Particulars of the Costs and Expences thereby or therein incurred; and in case of the Delay of Payment or of the Non-payment thereof by the said Company for the Space of One Calendar Month next after the Delivery of such Notice, then it shall be lawful for any Two 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 His 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 any such Action such Sum of Money as shall have been from Time to Time fairly and *bona fide* expended for the Purposes aforesaid, together with full Costs of Suit, in which Action no Essoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed: Provided always, that it shall be lawful for the said Company previously to any such Action being brought to tender unto the Treasurer of the said Commissioners, or after such Action shall be brought to pay into the Court in which such Action shall be brought, such Sum of Money as the said Company may think just and reasonable to be a Satisfaction for the Costs and Charges to be incurred by the said Commissioners as aforesaid; and if it shall appear that sufficient Satisfaction was tendered previously to the bringing such Action, or that a sufficient Sum was paid into the Court in which such Action shall be brought as aforesaid, then the Jury shall find a Verdict for no more than such Sum of Money so tendered or paid into Court, and the Defendant shall thereupon be entitled to recover his Costs of Suit, and shall have such Remedy for recovering the same as any Defendant is entitled to or may have for his Costs in other Cases.

Sewers of equal or greater Size to be made instead of any injured or destroyed.

XIV. And be it further enacted, That whenever and so often as it shall be necessary for the Purposes of this Act to arch over or fill up any Sewers and Drains or Parts thereof within such Jurisdiction as aforesaid, no public Sewer or Drain whatever or any private Drain shall be in anywise disturbed, injured, or prejudiced without another Sewer or Drain being made in lieu thereof equally serviceable and convenient as the old Sewer or Drain: Provided always, that at the Time of filling up any Sewer or Drain, or Part thereof as aforesaid other good and sufficient Sewers and Drains of the same or greater Size or Capacity shall be built upon the same or lower Levels than the Sewers or Drains which shall be filled up by or under the Direc-

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tion of the said Commissioners, but nevertheless at the Costs, Charge, and Expence of the said Company, and when made and completed the said Sewers and Drains shall be under the Jurisdiction, Care, and Management and Direction of the Commissioners of Sewers of the said City of *London*: Provided also, that in case the said Commissioners shall require any Sewer or Drain, or Part of any Sewer or Drain, that may be destroyed or altered under the Authority of this Act, to be rebuilt or remade of enlarged Capacity, and shall give Notice to the said Company of such their Desire before such Sewer or Drain shall be begun to be rebuilt or altered, then and in every such Case such Sewer or Drain shall be rebuilt or remade of such enlarged Dimensions as the said Commissioners may require, and the said Commissioners shall bear and pay the Difference in Expence that may be occasioned by such enlarged Capacity: Provided also, that nothing in this Act contained shall authorize or empower the said Company to interfere in any Manner with the Main Sewer called *Fleet Ditch*, so as to decrease or diminish its present Height or Width.

Company to pay all Expences thereof, except for enlarged Size.

XV. And be it further enacted, That it shall be lawful for the said Commissioners and they are hereby required to give Notice in Writing signed by any Two or more of them, or by their Treasurer or Clerk for the Time being, to the said Company, by leaving the same with the Clerk or other Officer of the said Company for the Time being, of the Sum of Money, Costs, Charges, and Expences which may from Time to Time be paid, laid out, or expended or incurred by or on account of the said Commissioners for or in the arching over or filling up any Sewers or Drains, or for or in the constructing, building, and making any new Sewers or Drains in lieu of any Sewers or Drains disturbed, injured, or prejudiced as aforesaid within the City of *London* and Liberties thereof, which shall be so arched over or filled up, disturbed, injured, or prejudiced, by the said Company as aforesaid, or near or contiguous thereto, to which Notice shall be annexed the Particulars of the Costs and Expences thereby or therein incurred; and in case of the Delay of Payment or of the Non-payment thereof by the said Company for the Space of One Calendar Month next after the Delivery of such Notice, then it shall be lawful for any Two 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 His 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 any such Action such Sum of Money as shall have been from Time to Time fairly and *bonâ fide* expended for the Purposes aforesaid, together with full Costs of Suit, in which Action no Essoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed: Provided always, that it shall be lawful for the said Company, previously to any such Action being brought, to tender unto the Treasurer of the said Commissioners, or after such Action shall be brought to pay into the Court in which such Action shall be brought, such Sum of Money as the said Company may think just and reasonable to be a Satisfaction for the Costs and Charges to be incurred by the said Commissioners as aforesaid; and if it shall appear that sufficient Satisfaction was tendered previously to the bringing such Action, or that a sufficient

Sum was paid into the Court in which such Action shall be brought as aforesaid, then the Jury shall find a Verdict for no more than such Sum of Money so tendered or paid into Court, and the Defendant shall thereupon be entitled to recover his Costs of Suit, and shall have such Remedy for recovering the same as any Defendant is entitled to or may have for his Costs in other Cases.

Arches to be made for the Extension of Farringdon Street.

XVI. And whereas a new Street extending from the End of *Farringdon Street* Northwards at *Holborn Bridge* is intended to be formed which the said Railway will obstruct, unless Provision is made for the same in this Act; be it therefore enacted, That the said Company shall and they are hereby required to erect and build, at their own Costs and Charges, at *Holborn Bridge* aforesaid, or as near thereto as the said Railway will extend over the Line of the intended new Street from the North End of *Farringdon Street*, either One Arch of the whole Width of the said new Street, or Three Arches, the Centre Arch being at the least Thirty-two Feet wide, the Height of the said Centre Arch not to be less than Twenty Feet, and the Side Arches of such Height as the Company may think fit, not less than Twelve Feet: Provided always, that if the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, shall be of opinion that it will be convenient to the Public for the said Extension of *Farringdon Street* to be provided for by Two Arches instead of One Arch as aforesaid, then and in such Case it shall be lawful for the said Company to make Two Arches accordingly.

For altering Areas, Steps, Water and Gas Pipes.

XVII. And be it further enacted, That it shall be lawful for the said Company, with the Consent in Writing of the Commissioners of Sewers of the District or Division within which the same shall be situate, to raise, sink, or otherwise alter or cause to be altered the Position of any of the Steps, Areas, Cellar Windows, and Watercourses, Pipes or Spouts, belonging to any of the Houses adjoining or near to the said Railway, and also the Mains and the Leaden or other Pipes which, for the Purpose of conveying Water or Gas to any House or other Place, shall be laid into or from any Main or Pipe laid down by any Company or Society who furnish the Inhabitants thereof with Water or Gas, and to remove all other Obstructions, so as the same respectively be done with as little Detriment and Inconvenience to the said Company, Society, and Inhabitants as the Circumstances of the Case will admit: Provided always, that if the said Company shall interrupt the Supply of Water or Gas to any of the said Inhabitants as aforesaid, they shall forfeit and pay to such Inhabitants for every Day the same Supply shall be so interrupted the Sum of Forty Shillings.

Providing for Deficiencies in Paving and other Rates.

XVIII. And whereas by reason of the Exercise of the Powers by this Act granted Deficiencies may arise in the Produce of the Paving, Watching, Lighting, Cleansing, and Sewers Rates, and in the Rates for the Relief of the Poor, within the several Parishes through or into which the said Railway is intended to be carried; be it therefore enacted, That the said Company, from and after the passing of this Act, and until the Works hereby authorized to be made shall be completed and assessed to such Rates, shall be subject and liable to be

rated and assessed to such Paving, Watching, Lighting, Cleansing, and Sewers Rates, and to such Rates for the Relief of the Poor, in such a Sum of Money as any Lands taken or used by the said Company, or become unoccupied by reason of any Act of the said Company, were respectively rated and assessed at in the last Rate made in respect of such Lands before the passing of this Act, and shall pay the same Rates accordingly to the proper Collector appointed to receive the same; and in case of Default in Payment of the said Rates for the Space of Twenty Days next after Demand in Writing given by the said Collector to the Clerk or Treasurer of the said Company, the same may be recovered in the Name of such Collector by Action at Law in any of His Majesty's Courts of Record at *Westminster:* Provided also, that the said Works hereby authorized to be made shall, when completed, be assessed at a Sum not exceeding the Sum at which the Lands taken or used by the said Company were assessed at the last Rate made in respect of such Lands before the passing of this Act: Provided always, that when and so often as by Sale or in any other Way any Part of the Property taken by the said Company shall be assessable to any other Person, the Amount of the Rate on the said Company shall be reduced proportionably: And provided also, that nothing in this Act contained shall prevent the said Railway, or the Rents and Profits thereof, from being assessable to such Paving, Lighting, Cleansing, and Sewers Rates, and in the Rates for the Relief of the Poor, in such and the same Manner and to such and the same Extent as such Railway and the Tolls and Profit thereof would have been assessable according to the Laws in force respecting such Rates respectively.

Streets or Ways may be stopped up or altered.

XIX. And be it further enacted, That it shall be lawful for the said Company, with the Consent in Writing of Two of His Majesty's Justices of the Peace and of the Commissioners of Sewers and Pavements of the District or Division within which the same shall be so situate, to stop up, use, inclose, and alter such Roads, Streets, Squares, Courts, Alleys, Yards, Ways, Passages, and other Places, or so much and such Parts thereof as may be taken and used under and by virtue of the Powers of this Act, and which may in consequence become useless, or lead only to some other Houses, Buildings, or Erections which may be approached by some other Road, Street, Court, Alley, Way, Passage, or Place equally convenient.

Temporary Roads or Streets to be made.

XX. Provided always, and be it further enacted, That in all Cases wherein in the Exercise of any of the Powers hereby granted any Part of any Carriage or Horse Road, Street, or public Way, Railway, or Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or to the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road, Street, or public Way shall be cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof; and such new Road shall be as convenient for Passengers and Carriages as the said Road, Street, or public Way so to be cut through, raised, sunk, taken, or injured as aforesaid, or as nearly

nearly so as may be; and where the Road, Street, or public Way cut through, raised, sunk, or injured shall be a Turnpike Road or public Street or Way, the substituted Road, if temporary, shall be set out and made, and the principal Road, Street, or public Way shall be restored, within Six Calendar Months after the Commencement of the Operation.

Company to make a Road from Saffron Hill to Dorrington Street.

XXI. And whereas it is intended that the said Railway hereby authorized to be made shall pass at or near the South End of *Saffron Hill* aforesaid, and it is expedient that there should be a public Road on the Side of the said Railway to *Dorrington Street*; be it enacted, That the said Railway Company shall and they are hereby authorized, at their own Costs and Charges, to make and construct a good and sufficient public Road leading from *Saffron Hill* to *Dorrington Street* aforesaid of the Width of Thirty-five Feet at the least.

Providing for the Safety of the River Fleet Sewer, and others within the Jurisdiction of the Holborn and Finsbury Divisions.

XXII. And whereas it appears by the Plan deposited with the Clerk of the Peace for the County of *Middlesex* as aforesaid that the Line of the said Railway will approach to and pass over the River *Fleet* Sewer and other Sewers under the Jurisdiction of the Commissioners of Sewers for *Holborn* and *Finsbury* Divisions in the County of *Middlesex*, and it is necessary to provide for the Safety of the said Sewers; be it therefore enacted, That whenever there shall be Occasion to construct any Works within the Distance of Twelve Feet from the springing Walls of such River *Fleet* Sewer or other Sewers, the Foundation of such Works shall be laid as low as the lowest Portion of the Brick-work of such Sewers; provided that all Works which may be done relating to the Drainage from the said Railway and Lands shall be subject to the Regulations of the Commissioners of Sewers within whose Limits such Railway and Lands shall or may be situate.

Protection to Water Companies.

XXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize and empower the said Railway Company to raise, sink, alter, or in any Manner to interfere with any Main or Pipe or Stopcock, Plug or Branch, laid down or fixed or set up by the Governor and Company of the New River brought from *Chadwell* and *Amwell* to *London*, "The Company of Proprietors of the *West Middlesex* Waterworks," "The Company of Proprietors of the Grand Junction Waterworks," "The Company of Proprietors of the *Chelsea* Waterworks," or any other Company established for the Supply of Water or for the Supply of Gas, and which shall have been or shall be laid down, fixed, or set up by the said Companies respectively pursuant to and for the Purpose of carrying into effect the several Letters Patent or Acts of Parliament relating to their Waterworks respectively, unless Seven Days Notice in Writing shall have been first given to the said respective Companies of Proprietors of the said respective Waterworks or Gas Works, to be served on the Clerk for the Time being of the said respective Companies, or to be left at their respective Offices, of the Intention of the said Railway Company to raise, or to sink, lower, or alter, the Position or Course of or otherwise to interfere with any such Main Pipe, Stopcock, Plug, or Branch and after and notwithstanding such Notice, then

then only to such Extent and Degree as shall be absolutely requisite and necessary for the Purpose of enabling the said Railway Company to carry into effect the Provisions of this Act, and not further or otherwise; and that the said Railway Company shall then with all convenient Speed, at their own Costs, Charges, and Expences, but under the Inspection and to the Satisfaction of the respective Engineers of the Waterworks or Gas Works Companies interested therein, do or cause to be done all such Works and Repairs, and every other Act and Measure necessary for completing and perfecting the said Main or Pipe, Stopcock, Plug, or Branch, which shall have been so raised, sunk, or altered, or which shall have been so interfered with as aforesaid, and shall pay and reimburse to the said respective Waterworks or Gas Companies, or otherwise indemnify them from and against all Penalties, Charges, Losses, Costs, Damages, and Expences whatsoever which the said last-mentioned Companies respectively or any of them may incur or be put to by reason of such Alteration of or Interference with any of their said Works, pursuant to the Provisions of this Act; and the same shall and may be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*: Provided nevertheless, that the said Railway Company shall not be authorized to construct or build any Abutment or Pier of the Arches on which the said Railway shall be constructed, or any Building connected therewith, upon or over any Main or Pipe belonging to the Works of either of the said Water or Gas Works Companies, or so as to obstruct their Access thereto.

Water Companies may alter Pipes, &c.

XXIV. And be it further enacted, That nothing in this Act contained shall extend to prevent the said Waterworks or Gas Companies respectively, or their respective Servants, Workmen, or Agents, from raising or sinking, laying down, repairing, or altering, any Main or Pipe, Stopcock, Plug, or Branch, which now is upon or under or crossed by the Line of the said intended Railway, or upon or under any Land or Ground in the Occupation of the said Railway Company, or from laying down, fixing, or setting up any new and additional Main Pipe, Stopcock, Plug, or Branch which they may respectively think necessary for the Purpose of supplying with Water or Gas any Part of their respective Limits not now supplied by them, or for the more perfectly and completely supplying with Water or Gas all or any of their Limits which now are or which have at any Time been supplied with Water or Gas, or to prevent them respectively from breaking up, opening, or removing, at their own Costs and Charges, any of the Ground, Soil, Stones, or Pavement, Iron or other Work of the said intended Railway Company, which it may be necessary so to do for any of the Purposes aforesaid, so that the Proprietors of such Waterworks or Gas Companies respectively shall first give to the said Railway Company Seven Days Notice in Writing of their Intention so to do, (such Notice to be signed by the Clerk for the Time being of the said respective Waterworks or Gas Companies, and to be served upon the said Railway Company in the Manner provided for by this Act for the Service of Notices upon the said Railway Company,) and so that the said Waterworks or Gas Companies respectively shall not thereby in any Manner injure the said intended Railway or the

Foundations thereof, and shall, in the Exercise of such Powers, do or cause to be done with all possible Speed, at their own respective Costs and Charges, all such Works, Repairs, Acts, and other Measures as shall be necessary and proper to restore the said intended Railway, or Land, Ground, Soil, Stones, Pavement, Iron or other Works, to the same Condition as the same were in before being broken up, opened, or removed, or as near thereto as Circumstances will permit, and also make to the said Railway Company a reasonable Satisfaction and Compensation in Money for any Loss, Damage, Injury, or Inconvenience the said Railway Company shall or may sustain, suffer, or incur by reason of such breaking up, opening, or removing any of the said Grounds, Soil, Stones, Pavement, Iron or other Work; such Compensation, in case the said Waterworks or Gas Companies respectively and the said Railway Company shall differ about the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Streets to be left clear.

XXV. And be it further enacted, That in crossing all Roads, Streets, or public Carriageways the said Railway shall be so formed as to leave a clear and open Space for such Roads, Streets, or Carriageways; and all the Arches underneath the said Railway shall span across the whole Width of the respective Streets which the said Railway may cross; and the Forms of the said Arches shall be either Semi-Ellipses or Segments of Circles, and that none of the said Arches shall be less than Eighteen Feet clear in Height: Provided always, that in crossing all Streets the Width of which, including the Footways, shall exceed Fifty Feet, the said Company may construct One Centre Arch of not less than the whole Width of the Carriage or Road Way, with Side Arches of not less than the full Width of the Footways.

Saving the Rights of the Regent's Canal Company.

XXVI. And whereas the said Railway is intended to be carried over the Regent's Canal, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the Regent's Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or of the Towing Path thereto, or of any Part thereof, or in any Manner to obstruct or impede the Navigation of the said Canal or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal, or to interfere with or injure any of the Works of the said Canal, or to take or use any of the Lands or Buildings belonging to the said Regent's Canal Company; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Middlesex*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Houses, Lock-houses, Lands, Banks, or Feeders, or any other Works belonging to the said

Regent's Canal Company, shall be taken, used, or damaged, without the Consent of the said Regent's Canal Company in Writing under their Common Seal first had and obtained.

Directing Erection of Bridge over the Regent's Canal.

XXVII. And be it further enacted, That in carrying the said Railway over the said Regent's Canal the said Railway Company shall and they are hereby required at their own Expence to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Cast Iron Bridge over the said Canal and the Towing Path thereof, with proper Approaches to such Bridge; and the Soffit or under Side of such Bridge at the Centre of the Waterway shall be at the least Eleven Feet above the Top-water Level of the said Canal, and no Part of the Arch of such Bridge shall be of less Height over the Towing Path of the said Canal or over the Southern Side of the said Canal than Nine Feet above the said Top-water Level, and such Bridge shall be of such Width or Span as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Forty-three Feet for the Waterway and Ten Feet for the Towing Path under such Bridge, and that the present Line of the said Towing Path shall in no Manner be varied; and also that the said Railway Company shall joint and make good such Portion of the present retaining Wall of the said Towing Path as it may be necessary to remove in order to put in the Foundation Walls of the Abutments of such Railway Bridge as far as the Remainder of the said retaining Wall on each Side of the said Railway Bridge; and also that the said Railway Company shall build on the off Side of the said Canal, opposite to the said Towing Path, a good and sufficient retaining Wall from the West Side of the Abutment of the said intended Railway Bridge as far as the Wing Wall of the Bridge across the said Regent's Canal called *Southampton Bridge*, and to be jointed to and made good with the said Wing Wall, and on the same off Side of the said Canal one other good and sufficient retaining Wall from the East Side of the said Abutment of the said intended Railway Bridge as far as the first Dock next Eastward upon the Line of the said Canal, and to be jointed to and made good with such Dock Wall; and the said Railway Company shall and they are hereby required, during the Progress of constructing such Bridge and Works, and of any necessary Repairs or Renewal thereof, or of any Part thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Thirty Feet in Width and Ten Feet Six Inches in Height during the Time of constructing and putting in the Foundation Walls of the Abutment of such Bridge, and the new Towing Path along the same up to One Foot above the Top-water Level of the said Canal, and which Time shall not exceed Forty Days, nor shall less than Forty-three Feet for the said Waterway and Ten Feet for the said Towing Path be left during the Remainder of the Period of constructing or repairing or renewing such Bridge; and that the present Towing Path shall remain undisturbed until the new Towing Path Wall shall be erected, and the Ground made good and properly gravelled and open for the free Passage of Horses under such Bridge; and that the said Bridge and Works shall be constructed and maintained to the Satisfaction

faction of the principal Engineer for the Time being of the said Regent's Canal Company.

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

XXVIII. And be it further enacted, That if by reason of any Accident in the Execution of any of the Works by this Act authorized to be made, or if by reason of the bad State of Repair of any such Works, or of any of the Slopes, Banks, or Walls of the said Railway near the said Regent's Canal, it shall happen that the said Canal or the Towing Path thereof, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment or Obstruction shall continue, and so in proportion for any less Time than One Hour during which any such Impediment or Obstruction shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company the Sum of Twenty Pounds for every Hour during which the Obstruction shall continue as or by way of ascertained Damages, and in default of Payment of the said Sum or Sums (as the Case may be), on Demand made on the Treasurer or any Officer of the Railway Company, the said Regent's Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the Bridge to be erected for the said Railway over the said Regent's Canal, or the Approaches, Sides, Slopes, or Banks of the said Railway near the said Canal, or any of them or any Part thereof, shall not be kept in good Repair, or if by reason of Want of Repair, or from any other Cause, reasonable Apprehension shall be entertained of Interruption to the Navigation of the said Regent's Canal, then and in any of such Cases it shall be lawful for the said Regent's Canal Company to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Regent's Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall

shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Regent's Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Cases Judgment shall be given for the said Railway Company, and no Action shall be maintainable by the said Regent's Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Company to maintain Bridge over Regent's Canal.

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

Power to clear Ground and to sell old Materials.

XXX. And be it further enacted, That it shall be lawful for the said Company to take down or to cause to be taken down all Houses and Buildings whatsoever which shall be purchased or taken by virtue of this Act, or such of them or such Part thereof as they shall think proper, and to level and clear the Ground whereon the same shall stand, and all other the Ground to be purchased or taken by virtue of this Act, in such Manner as they shall think proper, and to sell or cause to be sold the Materials of the Houses or Buildings so taken down; and the Monies to be produced by the Sale thereof, after deducting the Expences of taking down such Houses and Buildings and of such Sale, and also the Rents and Profits of the said Houses and Buildings, and of any Lands purchased under this Act, until the same shall be taken down or cleared respectively, shall be applied towards the Purposes of this Act.

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

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

Houses and Gardens not to be taken unless specified in Schedule.

XXXII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any Person acting under their Authority to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation,

Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Breadth of Land to be taken for the Railway.

XXXIII. And be it further enacted, That the Lands to be taken for the Line of the said Railway hereby authorized to be made shall not exceed Twenty-eight Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load or unload, and to turn or pass each other, or for raising Embankments for crossing Vallies or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll Houses, Warehouses, Wharfs, or other Erections and Buildings, and except at or near the Terminations of the said Railway in the Parish of *Saint Sepulchre* in the City of *London*, and except also on Waste Grounds, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Limiting Deviations from Plan.

XXXIV. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned, with such Deviation in the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance than Ten Yards from the Line so delineated upon the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Limiting the Distance between the Railway and the House of Correction.

XXXV. Provided always, and be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized to be made (whether the same shall be made in the Line or Course delineated on the Maps or Plan so deposited with the Clerks of the Peace as herein-before mentioned, or according to any such Deviation therefrom as aforesaid,) shall not anywhere make or place any Part of such Railway and Works, or of any or either of them, or any Scaffolding, Ladders, Shores, or Centres used during the building of the same, within the Distance of Twenty-five Feet from the Boundary Wall of the Western and South-western Sides of the Courtyard or vacant Ground belonging to the House of Correction for the County of *Middlesex*, situate in *Coldbath Fields* in the same County, except as respects the Scaffolding, Ladders, Shores, or

Centres which shall be temporarily erected from Time to Time with the Concurrence in Writing of the County Surveyor for the Time being of the said County.

Rails not to be laid down beyond Cock Lane without Consent.

XXXVI. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to empower the said Company hereby incorporated to lay down any Iron or other Rails or Trams for the Passage of Carriages for the Conveyance of Passengers or Goods nearer to *Skinner Street* in the Parish of *Saint Sepulchre* in the City of *London* than the Western End of *Cock Lane*, without the Consent of the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, first had and obtained: Provided always, that nothing herein contained shall prevent the said Company from forming a Way or Passage from *Cock Lane* aforesaid into *Skinner Street* for Carriages conveying Passengers only, or from forming a Depôt according to the Plan deposited by the said Company with the Town Clerk of the City of *London*.

Power to treat for the Purchase of Lands.

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

Company to purchase certain Land from Lord Southampton within Twelve Months.

XXXVIII. And whereas it is intended that the said Company shall purchase from the Right Honourable *Charles* Lord *Southampton* Baron *Southampton*, for the Purposes of this Act, the Pieces or Plots of Ground comprised in the following Description; that is to say, all those Plots, Pieces, or Parcels of Ground situate on the South Side of that Part of the Regent's Canal lying between the Bridge in the *Hampstead Road* and the first Bridge Westward over the said Canal, running from the said first Bridge Southward to an Angle One hundred and ninety Feet, turning Eastward to an Angle One hundred and twenty Feet, then running in a South-easterly Direction to an Angle Four hundred and fifty-four Feet, then running Southward to *Wellington Street* One hundred and eleven Feet, then running in a South-westerly Direction from the South Side of *Wellington Street* to an Angle One hundred and sixty Feet, then turning Eastward to *Grove Street* One hundred and seventy-five Feet, then running Southward from *Park Street* along the East Side of *Grove Street* to an Angle Eighty-five Feet, then turning Eastward to an Angle One hundred and five Feet, then running Northward from *Park Street* along the *Hampstead Road* to *Wellington Street*, then continuing Northward along the *Hampstead Road* from *Wellington Street* to *James Street*, and then continuing further Northward from *James Street* to an Angle Two hundred and one Feet, the Dimensions being of Assize, and severally little more or less; and it is expedient that the said Purchase should be completed, if at all, as speedily as conveniently may be after the passing of this Act; be it enacted therefore, That in case the said Company shall not within Twelve Calendar Months from the passing of this Act complete the said Purchase by paying to the said *Charles* Lord *Southampton* the Value of the said Pieces of Land and Premises,

and

and accepting from the said *Charles* Lord *Southampton* a Conveyance of such Pieces of Land and Premises, he the said *Charles* Lord *Southampton* being on his Part, within the Period aforesaid, ready and willing to make a good Title to and effectually to convey the said Pieces of Land and Premises to the said Company on having the Value thereof, then and from thenceforth all Powers, Privileges, and Authorities by this Act given to the said Company over or affecting the Lands and Premises of the said *Charles* Lord *Southampton* in the Parish of *Saint Pancras*, or in anywise relating thereto, shall cease and be utterly void: Provided always, that nothing herein contained shall extend to authorize the said Company to compel the Sale of any Part of the Lands, Houses, or Buildings now belonging to the said Lord *Southampton* other than those above described; and none of the Powers and Authorities given to or vested in the said Company by this Act shall be put in force, exercised, or acted upon, or be capable of being put in force, exercised, or acted upon, in respect of any Land, Ground, House, or Building now belonging to the said Lord *Southampton*, except as to the above Lands and Premises.

Not to take Land belonging to the Duke of Bedford except that in the Schedule without Consent.

XXXIX. And be it further enacted, That nothing herein contained shall extend to authorize the said Company to take or use or compel the Sale of any Part of any Land, Houses, or Buildings now belonging to the Most Noble *John* Duke of *Bedford*, other than the Land, Houses, and Buildings referred to in the Schedule to this Act, without the Consent in Writing of the said Duke, his Heirs, Executors, Administrators, or Assigns.

Company not to take less than the whole of Manufactory of Messrs. Huskisson without their Consent.

XL. And be it further enacted, That if for the Purpose of making the said Railway or other Works it shall be found necessary to take any Part of the Manufactory, Warehouses, Sheds, or Premises in *Swinton Street* and *George Street* adjoining, or either of them, in the said Parish of *St. Pancras*, now used by *John* and *Samuel Huskisson* or either of them as a Chemical Manufactory, and the said *John* and *Samuel Huskisson* or either of them, or his or their Heirs and Assigns, shall, by Notice in Writing to be left with the Secretary or Clerk of the said Company within Thirty Days after they or either of them shall have received Notice of such Intention, signify their or either of their Inclination or Desire to treat for, sell, dispose of, and convey or assign the whole of such Manufactory, Warehouses, Sheds, and Premises, and if it shall happen that the said Company shall not think proper or be willing to purchase the whole thereof, then and in such Case nothing in this Act contained shall extend or be construed to extend to compel the said *John Huskisson* and *Samuel Huskisson* or either of them, or his or their Heirs or Assigns therein, to treat for, sell, dispose of, or convey or assign, or to authorize the said Company to take or use Part only or less than the Whole of such Manufactory, Warehouses, Sheds, and Premises, any thing herein contained to the contrary thereof in anywise notwithstanding: Provided also, that it shall not be lawful for the said Company, or their Agents or Workmen, or any Person acting under their Authority, to enter into and upon any of the aforesaid Premises unless Seven Days previous Notice in Writing thereof shall have been given to the said *John Huskisson* and *Samuel Huskisson*, or one or either of them.

XLI. Pro-

Company not to obstruct the Passage from Aldenham Street into the Turnpike Road.

XLI. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to diminish, limit, alter, prejudice, or take away the free Communication between the Turnpike Road leading from *Gray's Inn Lane* to *Kentish Town*, and the Estate, Lands, and Premises of the Master and Keeper or Wardens and Commonalty of the Mystery or Art of Brewers of the City of *London*, Governors of the Possessions, Goods, Chattels, and Revenues of the Free Grammar School and Almshouses of *Richard Platt* of *Aldenham* in the County of *Herts*, at the Point where the Eastern End of a Street called *Aldenham Street* joins the said Turnpike Road; but that the said Company, in carrying the said Railway over and across the said Turnpike Road at or near to the Entrance from the same into *Aldenham Street*, shall not place any Pillars, Piers, Posts, Walls, or any other Thing which shall in any way obstruct or impede the free and clear Passage from *Aldenham Street* into the said Turnpike Road, and along the same, either to the Northward or Southward of such Entrance: Provided also, that no Part of the said Railway shall be carried within the Distance of Fifty Feet from any Houses now built in a certain Place called *Aldenham Terrace*, being Parcel of the Possessions of the Masters and Keepers or Wardens and Commonalty as Governors of the said Free School and Almshouses.

Company to set out Thirty Feet along the whole Extent of Land purchased from Duke of Bedford towards the Formation of a certain new Street.

XLII. And whereas it is intended that the said Company shall purchase and take from the Most Noble *John* Duke of *Bedford*, for the Purposes of this Act, certain Land adjoining to certain Plots or Pieces of Building Land of which the said Master and Keeper or Wardens and Commonalty are seised in Fee as Governors of the said Free School and Almshouses: And whereas it has been heretofore agreed by and between the said *John* Duke of *Bedford* and the said Master and Keepers or Wardens and Commonalty, that between the said Land of the said *John* Duke of *Bedford* and the said Building Land of the said Master and Keeper or Wardens and Commonalty a new Street of the Width of Sixty Feet should be set out and made, running from a certain Street called *Goldington Street* to the Turnpike Road leading from *Gray's Inn Lane* to *Kentish Town* in a parallel Direction to the said Street called *Aldenham Street*, and about Two hundred and sixty Feet to the Northward thereof, and that one Half of the said intended Street should be set out from the Land of the said *John* Duke of *Bedford*, and the other Half thereof from the Land of the said Master and Keepers or Wardens and Commonalty; be it therefore enacted, That the said Company shall, within Three Calendar Months from and after the Completion of their Purchase of the said Land from the said *John* of *Bedford*, set out Thirty Feet in Width on an Average along the whole Extent of the said Land now or late belonging to the said *John* Duke of *Bedford* from the said Turnpike Road to the said Street called *Goldington Street*, as or for one Half of the said intended Street, in pursuance of the said Agreement heretofore made in that Behalf between the said *John* Duke of *Bedford* and the said Master and Keepers or Wardens and Commonalty.

Manner in which the Railway is to be carried

XLIII. And whereas it is intended that the said Railway shall be carried over and across the said intended Street, be it therefore enacted, That in so doing the said Company shall carry the said Railway

over such new Street.

way upon Piers over the said intended Street, leaving a clear Opening for the Carriageway of the Width of Thirty Feet at the least in the Centre of the said intended Street, and of the Height of Twenty Feet at the least, to the Soffit of the said Railway over the said Opening, together with Side Arches of the Width of Ten Feet each at the least, so as to make the said Openings and Piers Sixty Feet in the whole, in conformity with the said recited Agreement with the said *John* Duke of *Bedford*.

Manner in which Railway shall cross a certain Opening near Goldington Street.

XLIV. And whereas the said Railway will cross Two several Openings for Access to the Building Land of the said Master and Keepers or Wardens and Commonalty from the said Turnpike Road leading from *Gray's Inn Lane* to *Kentish Town*, (that is to say,) One Opening towards and leading into the said Turnpike Road at the North End of a certain Street or intended Street called *Goldington Street*, at the Point where the Line of Division between the said Building Land of the said Master and Keepers or Wardens and Commonalty and the Land of the said *John* Duke of *Bedford* intersects a certain Crescent or intended Crescent called *Goldington Crescent*, and another Opening towards and leading into the said Turnpike Road at the Eastern End of a certain Street or intended Street running from East to West at the Northern Extremity of the said Building Land of the said Master and Keepers or Wardens and Commonalty, and immediately adjoining the said Land of the said *John* Duke of *Bedford*: And whereas the said Master and Keepers or Wardens and Commonalty, at the Request of the said Company, have consented and agreed to relinquish and give up the last-mentioned Opening; be it therefore enacted, That the said Company, in carrying the said Railway across the first-mentioned Opening, shall carry the same with a clear Carriageway of the Width of Thirty Feet at the least and of the Height of Twenty Feet at the least to the Soffit of the said Railway over the said Carriageway, together with Side Arches of the Width of Ten Feet each at the least, and that the said Company shall make and complete in a workmanlike and sufficient Manner, and of good and proper Materials, a Road of the Width of Sixty Feet at the least, leading from the said Opening through the said Archway into the said Turnpike Road; and that nothing herein contained shall extend or be construed to extend to set aside, revoke, alter, or limit any of the Stipulations or Agreements contained in a certain Indenture bearing Date the Second Day of *July* in the Year of our Lord One thousand eight hundred and twenty-seven, and made between the said Master and Keepers or Wardens and Commonalty of the one Part, and the said *John* Duke of *Bedford* of the other Part, unless the same or any of them are specifically set aside, revoked, altered, or limited by the Provisions of this Act.

Railway not to deviate from Plan on Building Land of the Brewers Company.

XLV. Provided also, and be it further enacted, That the said Railway shall not deviate to the Westward of the Line described in the Plan deposited as aforesaid in any Degree or to any Extent whatsoever in and upon the said Building Land of the said Master and Keepers or Wardens and Commonalty, without their Consent or the Consent of their Successors signified in Writing under their Common Seal.

XLVI. And

No Steam Engine or Foundry to be erected on Ground belonging to the Brewers Company.

XLVI. And be it further enacted, That no Steam Engine (locomotive Engine excepted) or Foundry shall at any Time or Times hereafter be erected or used, or be continued or suffered to be in or under or over any Part or Parts of the Pieces or Parcels of Ground described in the Schedule to this Act as the Property of the said Master and Keepers or Wardens and Commonalty of the said Brewers Company, or intended to be purchased or taken of or from them for the Purposes of the Railway hereby authorized to be made, or in or under or over any Land, Ground, or Building belonging or which shall belong, or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or any Person or Persons in the Employ of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, or which shall lie or be within Three hundred Yards of any Part of any Land, Ground, House, or Building now belonging to the said Master and Keepers or Wardens and Commonalty of the said Brewers Company.

Persons under legal Disability empowered to sell and convey Lands.

XLVII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for every Corporation, Tenant in Tail or for Life, or for any other partial or qualified Estate or Interest, Husband, Guardian, Trustee, and Feoffee in Trust for charitable or other Purposes, Committee, Executor, and Administrator, and every Trustee and every other Person whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trust, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for every Feme Covert seised, possessed of, or interested in her own Right, or entitled to Dower or other Interest in, and for every other Person whomsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof, or any Estate or Interest therein, unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and may be according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will reasonably admit; namely,

Form of Conveyance to the Company.

‘ I of in consideration of
‘ the Sum of to me, [*or, as the Case may*
‘ *be*, into the Bank of *England*, in the Name and with the
‘ Privity of the Accountant General of the Court of Exchequer, *ex*
‘ *parte* “ The *London* Grand Junction Railway,” or to *A.B.* of
‘ and *C.D.* of their
‘ Heirs and Assigns, Two Trustees appointed to receive the same,]
‘ pursuant to the Act after mentioned, paid by the *London* Grand
‘ Junction

'Junction Railway [*or* the said] Company, established and incorporated by an Act of Parliament passed in the Year of the Reign of His Majesty King *William* the Fourth, intituled [*here set forth the Title of this Act*], do hereby convey [*or, in Cases of Copyhold or Customary Lands requiring Surrender*, do hereby agree to surrender,] to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed or agreed to be surrendered*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised or possessed of, or am by the said Act capacitated or empowered to convey or surrender, to hold the Premises to the said Company, their Successors or Assigns, for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord .'

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

Conveyance of Copyholds.

XLVIII. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or Parcel, according to the Custom of such Manor, which Surrender shall and may be made by every Person and Corporation by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect, in respect of such Copyhold or Customary Estates and Interests, as such Conveyance as aforesaid made by the same Person or Corporation would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation, and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the

the Property of Persons in their natural Capacities, the said Lord shall on such Surrender be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services, the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties, (and which Agreement all Lords of Manors and every other Person and Corporation by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into,) shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall be so sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Lords of Manors under Disability empowered to enfranchise.

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

of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation for the Apportionment of Rents of Copyholds.

L. And be it further enacted, That the Appointment or the Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment or Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or Parcel, and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

Conveyance of Waste Lands by the Lords of Manors.

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

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

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

LII. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject, solely or jointly with other Lands not intended to be purchased, to or with any Rent-service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree, in consideration of a Sum of Money in gross to be paid by the said Company, for the Release of the Lands so purchased, or wanted or intended to be purchased, from such Rent, Payment, or Incumbrance, and also, where necessary or convenient, for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who, under the Provisions of this Act, shall agree to sell or apportion the same, and which Agreement may be entered into by every Person and Corporation by this Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, if required, in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which

which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased, or wanted or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands purchased, or wanted or intended to be purchased, and of the Lands not purchased, or wanted or intended to be purchased, by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and any such Party as aforesaid respecting such Release, (and which may be of the like Forms or to the like Effect, *mutatis mutandis*, as by this Act are directed to be used in the Case of Conveyances of Lands,) shall be valid and effectual in the Law, and shall extinguish the whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Part or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to or Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts: Provided also, that when any Money shall be directed to be paid for the Release from any Rent, Payment, or Incumbrance of any Lands belonging to any Person not seised in Fee Simple as aforesaid, such Money shall always be paid by a Sum in gross.

Rents on Leases to be apportioned.

LIII. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of the said Act and the Residue of such Lands, and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the

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

Upon Payment or Tender of Principal and Interest, Mortgagees to convey to the Company.

LIV. And be it further enacted, That every Person and Corporation having any Mortgage, or any Lands to be taken or used for the Purposes of this Act, (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company or by any Person by them authorized of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months, (to be computed from the Day of giving such Notice,) then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any) due on any such Mortgage as aforesaid, into the Bank of *England* at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money, in like Manner as is by this

Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

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

LV. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Money, Interests, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Money, Interests, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part and the said Company on the other Part; and in case of any Difference between them then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or in case of his neglecting or refusing to alien, release, assign, or transfer, as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest, Costs and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been

entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company at their Expence to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

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

LVI. And be it further enacted, That on or before the Expiration of One Calendar Month next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands, or any Part thereof, for the Purposes of this Act, shall have been given to any Person or Corporation seised, possessed of, or interested in, or authorized, by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein, or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in satisfaction and compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Satisfaction to be made for Lands taken for Railway.

LVII. And be it further enacted, That every Person and Corporation by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive Satisfaction or Recompence for the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by any such Person or Corporation, by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company

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and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, Recompence, or Compensation, the same respectively or either of them concerning which they do not so agree shall be ascertained and settled, if required, by the Verdict of a Jury as herein-after is directed.

In case the Parties refuse or are incapable to treat, the Value of Land and of Damages to be settled by a Jury.

LVIII. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Person, Corporation, or Trustee so interested or entitled and capacitated to sell, agree, convey, or release as aforesaid shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, Recompence or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, and which they may claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County of *Middlesex* or to the Sheriffs of the City of *London*, according as the Lands in question shall be situate or the Matter in dispute shall arise in the said County or City respectively, or in case such Sheriff or Sheriffs, or his or their Under Sheriff, shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall

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be in anyways interested in the Matter in question, then to any of the Coroners of such County or City not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the said County or City, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County or City, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Sheriffs or Coroner or other Person to impannel, summon, and return, and the said Sheriff or Sheriffs, Coroner, or other Person is hereby accordingly empowered and required to impannel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*, and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person, or if the Property in question be situated within the City of *London*, then before the Court of Mayor and Aldermen of the City of *London*, to be holden in the outer Chamber of the Guildhall of the said City according to the Custom of the said City, at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by the said Court of Mayor and Aldermen, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person, or some Person to be appointed by the said Court of Mayor and Aldermen, shall return other honest and indifferent Men of the Standers-by or of others that can speedily be procured to attend that Service, (being so qualified as aforesaid,) to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person, or the said Court of Mayor and Aldermen, is and are hereby empowered and required, on Request in Writing by either Party, to summon before him or them all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person, or the said Court of Mayor and Aldermen, is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any

other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company; and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person, or the said Court of Mayor and Aldermen, shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons and Corporations whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation in the Case of a Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damages to which any such Question shall arise.

Compensation Money to be apportioned.

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

Verdicts to be recorded.

LX. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, or by the Registrar of the Mayor's Court of the City of *London*, as the Case may require, shall be kept by the Clerk of the Peace for the said County among the Records of the Quarter Sessions of such County, and by the said Registrars among the Records of the said Court of Mayor and Aldermen, and shall be deemed Records to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon Sheriffs, &c. Jurors, or Witnesses, making Default.

LXI. And be it further enacted, That if any such Sheriff or Sheriffs, or his or their Under Sheriff, or any Coroner or other Person hereinbefore authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person, or by the said Court of Mayor and Aldermen,) shall forfeit and pay for every such Offence, to the Party for whom or on whose Account any such Jury or Witness shall have been summoned, any Sum not exceeding Twenty Pounds; which said last-mentioned Penalty or Forfeiture shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the said County or City in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

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

LXII. And be it further enacted, That every such Jury and Juryman as aforesaid, shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before the said Court of Mayor and Aldermen, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of Jury how to be paid.

LXIII. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of such Jury, and of taking the Inquisition, and obtaining the Verdict and Judgment thereon, or in anywise consequent or incident thereto, and

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of summoning and of the Attendance of Witnesses, and of the Bond to be given by the Parties requiring such Jury to be summoned as herein-after mentioned, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid or by the said Registrar of the Mayor's Court; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County or City where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controvery or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction for the whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Persons requesting Juries to enter into Bonds to prosecute their Complaint and to pay Expences.

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

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

LXV. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, (without the Consent of the said Company,) to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on the Behalf of the Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars

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of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Person or Corporation to the said Company Ten Days before the summoning of such Jury, and within the Space of Twelve Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Tenants at Will, &c. to quit Lands after Notice.

LXVI. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the said County or the Sheriffs of the said City in which the Premises shall be situate to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff and Sheriffs is and are hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession by Distress and Sale of his Goods and Chattels.

Interests of such Tenants may be settled by a Jury.

LXVII. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver Possession of any Premises occupied by him before the Expiration of his Term or Interest therein shall give the said Company previous Notice in Writing thereof, the said Company shall and they are hereby required to pay to such Tenant or Lessee, or into the Bank of *England* as herein mentioned, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Premises; which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Persons holding under Leases to produce the same.

LXVIII. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim

claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, Demise or Grant, in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Agreement for Lease, Demise or Grant, shall not be produced or shown within Twenty-one Days after Demand made by a Clerk of the said Company, or by any Person by him authorized, except in Cases where such Lease or Agreement for Lease, Demise or Grant, shall have been lost or mislaid, or is not in the Custody or Possession of such Party, the Party claiming such Satisfaction or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

For settling Disputes as to Damages to a small Amount.

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

Application of Compensation Money amounting to 200*l.*

LXX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation under this Act, which any Corporation, Tenant in Tail or for Life, Husband, Guardian, Trustee, or Feoffee in Trust, Committee, Executor, or Administrator, Feme Covert, or any Trustee whatsoever, for or on behalf of any Wife, Ward, Lunatic, Idiot, or of any Cestuique Trust whatsoever, or any Person whomsoever whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall, after the Deduction of Costs herein-before authorized, (if any be payable,) amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant-General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *London* Grand Junction Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled "*An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster,

1 G. 4. c. 35.

minster, *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward, and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or such other Incumbrance affecting the said Lands or any Part thereof, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be paid, or such Part thereof respectively as shall be directed by the said Court, or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money shall, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities, as the said Court shall direct; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled as aforesaid.

When less than 200*l.* and exceeding 20*l.*

LXXI. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall, after the Deduction of such Costs as aforesaid, be less than the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the Person or Corporation for the Time being entitled to the Rents and Profits of the Land so taken or used, or other the Interest purchased by the said Company, or of the respective Husband, Guardian, or Committee of any such Person in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing under the Hands of Three at least of the Directors of the Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees to be nominated by the respective Parties exercising such Option, (such Nomination to be approved of by the said Company,) and such Nomination and Approbation to be signified

signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When not exceeding 20*l.*

LXXII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not (after deducting such Costs as aforesaid) exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken and used for the Purposes of this Act, or in respect of which such Compensation shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid for their Use to their respective Husbands, Guardians, Committees, or Trustees; and any such Payment as last aforesaid shall effectually vest the Land, or the Interest or the several Interests in the Lands, for or in respect whereof the same shall be paid, in the said Company, their Successors and Assigns, absolutely free from all Titles, Charges, Estates, and Incumbrances.

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

LXXIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest therein, or for such Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises or to such Interest in the Premises to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be known or discovered, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid, after such Deduction of Costs as aforesaid, to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, describing them so far as the said Company can do, subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered in a summary Way of proceeding or otherwise to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company a Receipt for such Money, mentioning and specifying

specifying therein for what and for whose Use, describing as aforesaid, the same is received.

In case of Doubt as to the Title, the Interest of the Money paid into the Bank shall be paid to the Person who was in Possession of the Premises when bought.

LXXIV. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Body or Bodies Politic, Corporate, or Collegiate, Person or Persons, to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, in pursuance of this Act, for the Purchase of or in satisfaction for any Tenements or Hereditaments, or Part or Parts thereof, or of any Estate, Right, Title, Charge, or Interest in, to, or upon any Tenements or Hereditaments to be taken or purchased in pursuance of this Act, or of any Bank Annuities to be purchased with any such Money, or the Dividends and Interest of any such Bank Annuities, the Body or Bodies Politic, Corporate, or Collegiate, Person or Persons, who shall have been in the Possession of such Tenements or Hereditaments, Parts, Shares, Estates, Interests, or Charges at the Time of such Purchase, and all Body or Bodies, Person or Persons, claiming under such Body or Bodies, Person or Persons, or under the Possession of such Body or Bodies, Person or Persons, shall be deemed and taken to have been lawfully entitled to such Tenements or Hereditaments, Parts, Shares, Estates, Interests, or Charges, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends or Interest of the Bank Annuities to be purchased with such Money shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Tenements or Hereditaments, or Part or Parts thereof, or to some Estate or Interest therein or Charge thereon.

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

LXXV. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses or Lands taken or used under the Powers of this Act, or for any Compensation or Satisfaction in respect of Houses or Lands under this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer to be placed to his Account there *ex parte* the "*London* Grand Junction Railway Company," pursuant to the Directions contained in this Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipt of the Rents and Profits of the Houses or Lands in respect of which such Money shall have been so paid in, from Time to Time to order such Part, if any, of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, in such Manner as to the said Court shall seem fit.

Court may order Expences of

LXXVI. And be it further enacted, That where, by reason of the Disability or Incapacity of any Person or Corporation entitled to any

Purchases, &c. to be defrayed by Company.

any Lands, Tenements, or Hereditaments to be taken under or by virtue of this Act, or from any other Cause whatsoever, the Purchase Money for such Lands, Tenements, or Hereditaments, or any Money to be paid for or by way of Compensation or Satisfaction for any Injury or Damage done to the same, shall be required to be paid into the Bank of *England*, and be subject to the Orders and Directions of the Court of Exchequer, under the Provisions contained in this Act, it shall be lawful for the said Court to order all the reasonable Costs, Charges, and Expences attending such Purchase, taking or using of any Lands, Tenements, or Hereditaments, or which may be incurred in consequence thereof, and also of the Investment of the Purchase or Compensation Money paid in respect of such Lands, Tenements, or Hereditaments in Real or Government Securities, and likewise of the Re-investment of such Purchase or Compensation Money, or the Government and Real Securities purchased therewith, in the Purchase of Lands, Tenements, and Hereditaments as herein-before mentioned, together with the Costs, Charges, and Expences of obtaining the proper Orders, and of the other Proceedings for such Purposes, and of the Payment of the Dividends and Interest of the said Government or Real Securities, and of the Payment of the Principal of the said Purchase or Compensation Money, and of the Government or Real Securities purchased therewith out of Court, to be paid by the said Company, and the said Company shall from Time to Time pay such Sums of Money for the said Costs, Charges, and Expences as the said Court shall direct.

Costs of Conveyances of Lands, &c. to be paid by Company.

LXXVII. And be it further enacted, That all the Costs, Charges, and Expences on the Part as well of the Seller as the Purchaser of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, 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 exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands 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 shall obtain such Order as herein-after mentioned, and shall deposit for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall, within Seven Days after such Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

LXXVIII. And

How such Costs are to be ascertained.

LXXVIII. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court to be taxed in the usual Manner, and such Order shall be served on the Party or Parties aforesaid, who shall be at liberty to proceed under the same; and after Taxation thereof it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Cost, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken, to be paid to the Person or Persons aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and shall have been served on the Party or Parties aforesaid, and the said Company shall have deposited in the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *London* Grand Junction Railway Company," pursuant to the Method prescribed by the Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, for the better securing Monies and Effects paid into the Court of Exchequer at *Westminster* on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes, the Amount claimed for such Costs, Charges, and Expences; which Sums shall be applied, under the Order of the said Court, in payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sums so deposited by them as aforesaid.

Power to purchase Lands on Chief Rents.

LXXIX. And be it further enacted, That it shall be lawful for any Person who shall be seised in Fee of any Lands authorized to be purchased for the Purposes of this Act, and who shall be willing to sell the same Lands for a perpetual annual Rent-charge in lieu of a Sum in gross, to sell and convey the same Lands or any Part thereof unto the said Company for and in consideration of an annual Rent-charge payable by the said Company, their Successors and Assigns, to the Person so selling and conveying, and to his Heirs and Assigns; and all such Sales and Conveyances shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (*videlicet,*)

I,

Form of Conveyance of Lands on Chief Rents.

'I, of in consideration of the Rent-charge to be paid to me, my Heirs and Assigns, as herein-after mentioned, by the *London* Grand Junction Railway Company, established and incorporated by an Act of Parliament passed in the Year of the Reign of His Majesty King *William* the Fourth, intituled [*here set forth the Title of the Act*], do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised of or entitled to, to hold the said Premises to the said Company, their Successors and Assigns, for ever, according to the true Intent and Meaning of the said Act; they the said Company, their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, One clear yearly Rent of by equal [quarterly *or* half-yearly, *as may be agreed on*,] Portions henceforth on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord .'

And all such Conveyances as aforesaid shall be valid and effectual to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, except that the said Terms shall be considered to exist so far as they may strengthen or protect the Title of the said Company to the Lands therein comprised.

Yearly Rents to be charged on the Rates.

LXXX. And be it further enacted, That all such yearly Rents or Sums as shall be agreed on between the said Company and the Parties interested in such Lands as aforesaid shall be charged on the Rates arising by virtue of this Act, and shall be paid by the said Company as the same shall become due and payable; and in case the same shall not be paid within Sixty Days next after the same shall so become due and payable, it shall be lawful for the Person to whom such yearly Rents or Sums shall be due and owing as aforesaid to sue for and recover the same from the said Company, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record, or otherwise to seize and distrain any Engines, Carriages, or other Goods or Effects of the said Company which shall be found upon the said Railway, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging, (Information of such Distress being immediately given to the said Company by Notice in Writing,) and to detain the same until Payment of such yearly Rents or Sums then due and owing, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed with Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Engines, Carriages, or other Goods or Effects so distrained shall and may be sold or disposed of in such Manner as the Law directs in case of a Distress for Rent.

Power to enter Lands, &c. on Payment or Ten-

LXXXI. And be it further enacted, That upon Payment of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner aforesaid for the Purchase of any

Lands, Rent, or other Charge, or as a Compensation for any Loss or Injury as aforesaid to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Compensation respectively, within Thirty Days after the same shall have been so agreed upon or awarded, or at any Time after the Expiration of the said Thirty Days where the Delay in making such Payment shall have arisen from any Act, Neglect, or Default of the Person entitled to such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of such Money into the Bank of *England*, as herein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey upon Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* the *London* Grand Junction Railway Company, then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail, and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands, except so far as any outstanding Estate may strengthen and protect the Title of the said Company, the same being merged to every other Intent: Provided nevertheless, that before such Payment or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company or for any Person acting under their Authority to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purposes of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Order of Purchase Money.

LXXXII. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands, not being Houses, Buildings, Yards, or Gardens, adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works;

Compensation to be made for temporary Damage.

Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands, not being Houses, Buildings, Yards, or Gardens, of any Person or Corporation whatsoever, adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands or upon any Part thereof respectively any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are mentioned to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid within One Calendar Month or after the Expiration of the Period by this Act granted for executing the said Railway and other Works: Provided also, that, before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred Yards from the said Railway, nor make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Two hundred Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose.

LXXXIII. And

Steam Engines not to be erected on the Duke of Bedford's Estate.

LXXXIII. And be it further enacted, That no Steam Engine (locomotive Engines excepted) or Foundry shall at any Time or Times hereafter be erected or used, or be continued or suffered to be in, on, under, or over any Part or Parts of the Pieces or Parcels of Ground described in the Schedule to this Act as the Property of the Most Noble *John* Duke of *Bedford*, and agreed to be purchased by the said Company of the said Duke, or in, on, under, or over any Land, Ground, or Building belonging or which shall belong to, or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or any Person or Persons in the Employ of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, and which shall lie or be within Three hundred Yards of any Part of any Land, Ground, House, or Building now belonging to the said *John* Duke of *Bedford*.

Steam Engines not to be erected on the Marquis Camden's Estates.

LXXXIV. And be it further enacted, That no Steam Engine (locomotive Engines excepted) or Foundry shall at any Time or Times hereafter be erected or used, or be continued or suffered to be in, on, under, or over any Part or Parts of the said Pieces or Parcels of Ground described in the Schedule to this Act as the Property of the Most Honourable the Marquis *Camden*, or in, on, under, or over any Land, Ground, or Building belonging or which shall belong, or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or any Person or Persons in the Employ of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, and which shall lie or be within Three hundred Yards of any Part of any Land, Ground, House, or Building now belonging to the said Marquis *Camden*.

Steam Engines not to be erected on Lord Southampton's Estates.

LXXXV. And be it further enacted, That no Steam Engine (locomotive Engines excepted) or Foundry shall at any Time or Times hereafter be erected or used, or be continued or suffered to be in, on, under, or over any Part or Parts of the said Pieces or Parcels of Ground described in the Schedule to this Act as the Property of the Right Honourable *Charles* Lord *Southampton*, and agreed to be purchased by the said Company of the said Lord *Southampton*, or in, on, under, or over any Land, Ground, or Building belonging or which shall belong, or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or any Person or Persons in the Employ of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, and which shall lie or be within Three hundred Yards of any Part of any Land, Ground, House, or Building now belonging to the said Lord *Southampton*.

Steam Engines not to be erected on the Lands

LXXXVI. And be it further enacted, That no Steam Engine (locomotive Engines excepted) or Foundry shall at any Time or Times hereafter be erected or used, or be continued or suffered to be in, on, under,

of William Agar, Esq.

under, or over any Part or Parts of the Pieces or Parcels of Ground, Hereditaments, or Premises described in the Schedule to this Act as the Property of *William Agar* Esquire, or in, on, under, or over any Pieces or Parcels of Ground, Hereditaments, or Premises belonging to or which shall belong, or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or any Person or Persons in the Employ of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, and which shall lie or be within Three hundred Yards of any Part or Parts of the said Pieces or Parcels of Ground, Hereditaments, or Premises now belonging to the said *William Agar*.

No Steam Engine or Foundry to be erected on the Lands of Robert M'William, Esq., &c.

LXXXVII. And be it further enacted, That no Steam Engine (locomotive Engines excepted) or Foundry shall at any Time or Times hereafter be erected or used, or be continued or suffered to be in, on, under, or over any Part or Parts of the Pieces or Parcels of Ground, Hereditaments, or Premises described in the Schedule to this Act as the Property of *Robert M'William* Esquire, and the Trustees for the Time being under his Marriage Settlement, or in, under, or over any Pieces or Parcels of Ground, Hereditaments, or Premises belonging to or which shall belong, or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or any Person or Persons in the Employ of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, and which shall lie or be within Three hundred Yards of any Part or Parts of the said Pieces or Parcels of Ground, Hereditaments, or Premises now belonging to the said *Robert M'William* and such Trustees as aforesaid.

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

LXXXVIII. And be it further enacted, That if, in the Execution of any of the Powers of this Act, any Land shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or either of the said Sides of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at the Expence of the said Company, to throw the same into the adjoining Land of such Owner by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

No Person compellable to sell Part

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

Tenements, or Hereditaments shall be applied to by or on behalf of the said Company to treat for, sell, dispose of, or convey any Part of any House, Warehouse, Building, or Manufactory in the actual Occupation of one Person or of several Persons jointly, and shall by Notice in Writing to be left with the Clerk of the said Company within Twenty-one Days after such Application signify his Inclination or Desire to treat for, sell, dispose of, and convey the whole of such House, Warehouse, Building, or Manufactory, and if it shall happen that the said Company shall not think proper or be willing to purchase the whole of such House, Warehouse, Building, or Manufactory, then and in every such Case nothing in this Act contained shall extend or be construed to extend to compel such Corporation or Party interested therein to treat for, sell, dispose of, or convey, or to authorize the said Company to take or use, Part only or less than the Whole of such House, Warehouse, Building, or Manufactory, any thing herein contained to the contrary thereof in anywise notwithstanding.

of his House, &c. if willing to sell the Whole.

XC. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands not exceeding in the whole Ten Statute Acres, in addition to the Lands herein-before authorized to be taken and used, in such Places, as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Persons and Corporations, including especially such Persons and Corporations as are herein-before capacitated to sell and convey other Lands and to release Rents and other Charges for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned or any of them, and to release Rents and other Charges thereon, or to enfranchise any such Lands being of Copyhold or Customary Tenure, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized: Provided always, that nothing herein contained shall enable the said Company to purchase any such additional Lands within the City of *London*.

Empowering Company to purchase Ten Acres of Land for the Purpose of additional Stations.

XCI. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and again

Company authorized to sell Lands not required for additional Stations, &c. and afterwards to purchase other Lands for the same Purpose

again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Restraining Company from purchasing more than Ten Acres of Land for additional Stations from incapacitated Persons.

XCII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Ten Statute Acres of Land by virtue of this Act for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, and all Persons and Corporations whosoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Persons and Corporations being under legal Disability or Incapacity and again purchasing other Lands from the same or from any other Persons or Corporations being under legal Disability or Incapacity in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trusts, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Ten Statute Acres; and in case the said Company shall purchase such Ten Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Ten Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Person or Corporation being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Ten Statute Acres of Land or any Part thereof so sold or disposed of by the said Company: Provided always, that nothing herein contained shall enable the said Company to purchase any such additional Lands within the City of *London*.

Power to hire Offices.

XCIII. Provided always, and be it further enacted, That it shall be lawful for the said Company to hire or take and to hold, over and above the Lands hereby authorized to be taken and held, any Buildings or Lands for the Purpose of making Offices, at a Distance from the Railway, on Building Leases, or as Tenants for a Term of Years or from Year to Year, and for that Purpose to enter into and execute all such Agreements, Deeds, Covenants, and Instruments as may be necessary, and the same shall be binding on the said Company and their Successors.

XCIV. And

Power to let Arches of Railway.

XCIV. And whereas it is intended to make, maintain, and construct the said Railway or some Part thereof on Arches, be it therefore further enacted, That the said Company shall have full Power and Authority to grant a Lease of or let the said Arches or any of them, except the Arches built across any Road, Street, or public Way, with a Yard or Yards and an Occupation Road or Approach thereto, to any Person whomsoever, for a Term of Years or for any shorter Period, and for such Considerations in gross annual Rents or other Compensations and on such Conditions as to the said Company shall seem meet, and the Amount of such annual Rents or other Considerations shall be paid, applied, and disposed of for the Purposes of this Act.

Regulating Ascent of Bridges for carrying public Roads over Railway.

XCV. And be it further enacted, That where any Bridge shall be erected for carrying any public Carriage Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Thirty Feet, and the Ascent of every such Bridge for the Purpose of such public Carriage Road shall not be more than One Foot in Thirty Feet, and with respect to any private Carriage Road, not more than One Foot in Twenty Feet, and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Regulating the Construction of Bridges over the Metropolis Roads.

XCVI. And whereas it is intended that the said Railway shall be carried over the Road known as *Park Street, Camden Town*, and over that Part of the Road to *Hampstead* known as *High Street, Camden Town*, and also over the Road from *Gray's Inn Lane* to *Kentish Town* known as *Pancras Old Road*, (and which Three several Roads are under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, and are hereinafter called the Metropolis Roads,) by means of Bridges to be erected by the said Company for that Purpose; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct at their own Expence good and sufficient Bridges, with proper Walls and Approaches thereto, for carrying the said Railway over each of the said several Roads called the Metropolis Roads at the several Places where the said Railway, in the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, will cross the said Roads respectively; and that the Bridge which crosses the Street or Road known as *Park Street, Camden Town*, shall be so constructed as to leave under the Centre Arch thereof the full Width of the present Carriageway, together with Two Side Arches of not less than the full Footways each in Width, and the Height from the present Level of the Ground to any Part of the under Side of the said Bridge shall not be less than Eighteen Feet Six Inches; and the Bridge which crosses *High Street, Camden Town*, shall be so constructed as to leave beneath the Centre Arch thereof a clear Width of Carriageway of not less than Forty Feet, together with Side Arches of not less than Ten Feet each in Width, and the Height of such Bridge shall not be less than Eighteen Feet Six Inches from the present Level of the Carriageway to any Part of the under Side of such Bridge; and the Bridge which crosses the *Pancras Old Road* shall

shall be so constructed as to leave beneath the Centre Arch thereof the clear Width of the present Carriageway, together with Side Arches of not less than the full remaining Width of the present Footways, and the Height of such Centre Arch shall not be less than Eighteen Feet Six Inches from the present Level of the Road to the Springing of the said Centre Arch.

Regulations for lighting and watching Railway where same crosses Metropolis Roads.

XCVII. And be it further enacted, That the said Company shall and they are hereby required at their own Expence to do and perform and for ever to continue all such Acts and Things in the way of watching and lighting, and other precautionary Measures, upon and about the several Bridges of the said Railway by which the same shall be carried over the said Metropolis Roads, as shall by the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads be deemed necessary and required to be done by the said Company for the public Safety, Convenience, and Protection of the said Metropolis Roads by reason of the Construction and using of the said Railway.

All Works connected with the Metropolis Roads to be constructed under the Superintendence of the Surveyor General to the Commissioners.

XCVIII. Provided always, and be it further enacted, That the Bridges hereby required to be constructed over the said Metropolis Roads respectively, and all Approaches, Walls, and other Works belonging to such Bridges respectively, and any temporary substituted Roads which during the Construction of such Bridges it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and the Depth and Strength of Materials of such temporary Roads, and also all Repairs and Renewals of the said several Bridges which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads; and that the Plans and Designs for the said Bridges and the Works belonging thereto, and which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work, and that the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor General for the Time being, and previously to the Commencement of the said Bridges and other Works, Plans, Sections, and Specifications thereof, made at the Expence of the said Company, shall be submitted to and be approved of by the said Surveyor General for the Time being; and in case, in the Construction of the said Bridges or any of them, the said Company shall do or cause any Injury or Damage to the said Metropolis Roads or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor General to the said Commissioners of the Metropolis Roads, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company, any Alteration of the said Metropolis Roads or any of them, or of the Drains or Sewers under the same, shall in the Judgment of the said Surveyor General for the Time being be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and

Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company to keep in repair the Bridges connected with the Metropolis Roads.

XCIX. Provided also, and be it further enacted, That after the said Bridges over the said Metropolis Roads shall have been constructed pursuant to the Directions of this Act, the said Company shall and they are hereby required at all Times thereafter to keep the said Bridges, and all Approaches, Walls, and other Works belonging to such Bridges, in good and complete Repair, to the Satisfaction of the Surveyor General for the Time being of the said Commissioners of the Metropolis Roads; and in case of any Want of Repair to the said Bridges, Approaches, and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Commissioners of the Metropolis Roads, if the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners of the Metropolis Roads to proceed to repair and make good the same, causing as little Destruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Commissioners shall be paid, on Demand, by the said Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Providing for Injury to Roads.

C. Provided always, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or to the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made and the principal Road shall be restored within Six Calendar Months after the Commencement of the Operation.

When Railway approaches so near to Turnpike Roads as to occa-

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

sion Danger, Works in the Nature of a Screen to be erected.

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

Locomotive Engines not to be used on Railway until approved of by Commissioners of Woods and Forests.

CII. Provided always, and be it further enacted, That in case of locomotive Engines being proposed to be used on the said Railway, no such Engine shall be used which shall not be first approved of by His Majesty's Commissioners of Woods and Forests, certified under their Hands and Seal, and such Certificate of the said Commissioners shall express that such Engine is in their Opinion adequately provided with Means to prevent the Danger of Fire either from the Chimney or Fire-place of the said Engine; and the said Commissioners shall have Authority from Time to Time to cause any such Engine to be inspected, and the Directors of the said Railway shall give every Facility to any Inspector or other Person appointed by such Commissioners from Time to Time to make such Inspection, under a Penalty of Five Pounds for any Impediment interposed by them or by Persons acting under their Authority: Provided always, and be it further enacted, that it shall be competent to the said Commissioners at any Time, if they should so think fit, to require the Directors of the said Railway Company to adopt any further Means of Security beyond those expressed in the said Certificate.

Penalty for not adopting Security against Fire prescribed by Commissioners of Woods and Forests.

CIII. And be it further enacted, That in case the Means of Security against Fire directed as aforesaid by the said Commissioners to be adopted in such locomotive Engines shall not be adopted by the said Company, the Directors of the said Railway Company shall be liable to a Penalty not exceeding Ten Pounds for every Day that any such Engine shall be used without the Adoption of such Means of Security as aforesaid.

CIV. Pro-

CIV. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to relieve the Company from any Responsibility for Damage by Fire or otherwise to which they would be subject by Common Law.

Company to be responsible for Damage by Fire.

CV. And be it further enacted, That the said Company shall at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect and from Time to Time maintain such and so many convenient Gates in, upon, and adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fence, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace acting within their Jurisdiction shall, upon the Application of the Owner or Occupier of any Lands, judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupations of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages in Carts and other Carriages across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or, as the Case may require, to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices

Company to erect Gates for the Protection of adjoining Lands.

tices (in case there shall be any Dispute about the same), shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required by Warrant under their Hands and Seals to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made or shall be erected or made over or under the said Railway or any Part thereof at or in any Place or Manner at or in which the same would, if so erected or made, prevent or obstruct the working or using the said Railway.

Compensation in lieu of Gates, Bridges, &c.

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

Owners of Lands empowered to erect Gates, &c. in case of Insufficiency of those erected by Company.

CVII. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient either in Number or Situation for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices given after Summons to the said

Company

Company and the due hearing of their Objections, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages of the same or like Construction or Form with those made and erected by the said Company over, under, or by the Side of or leading to or from the said Railway in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands, and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

For fencing off Railway through private Lands.

CVIII. And be it further enacted, That the said Company shall and they are hereby required at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same and to keep the same constantly separated from the Lands adjoining to such Railway and other Works with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same instead of erecting Gates across the same as aforesaid, and the said Company shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid, (all such Gates being made to open towards such Lands, and not towards the said Railway,) and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained in respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences and the Gates and Stiles in such Fences as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

Parapet Wall to be erected opposite House of Correction.

CIX. And be it further enacted, That the said Company shall at their own Expence (after such Part of the said Railway as is intended to be made or shall be made along or opposite or near to the Boundary Wall of the Western and South-western Sides of the Court-yard or vacant Ground belonging to the said House of Correction, situate in *Cold Bath Fields* aforesaid, shall be laid out and formed,) forthwith make and erect and from Time to Time and at all Times maintain a Brick or other Parapet Wall upon and along that Part of the said Railway which is opposite or near to the said Boundary Wall of such a Height and Length as will prevent Carriages passing on and along the said Railway, or Persons in or upon the said Carriages, from being visible from the Yards or vacant Ground of the said House of Correction, or from overlooking the said Yards or Grounds.

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

CX. And be it further enacted, That the said Company shall and they are hereby required from Time to Time at their own Expence to make such Arches, Tunnels, Culverts, Drains, or other Passages

adjoining Lands.

Passages over, under, or by the Side of the said Railway and the Fences on the Sides thereof respectively of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can lawfully be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace acting within their Jurisdiction shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway to the said Company that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing to any Two or more Justices of the Peace acting within their Jurisdiction from Time to Time as often as there shall be Occasion, and the said Justices are hereby empowered at their Discretion to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expence thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

Act not to prevent Owners of adjoining Lands from

CXI. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down either upon their own Lands or upon the Lands of other

Persons, with the Consent of such Persons, any Collateral Branches from their respective Lands to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace acting within their Jurisdiction, whose Determination, after the Examination of such competent Witnesses as may be produced before them, shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

making Branches to communicate with Railway.

CXII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to diminish, alter, prejudice, or take away the free Communication between the Lands, Hereditaments, and Premises of *William Agar* Esquire and the Turnpike Road leading from *Gray's Inn Lane* to *Kentish Town* at or near to the South End of *Spans Buildings*, and through a Street called *King's Place*, at or near the North End of *Spans Buildings*; but the said Company, in carrying the said Railway through, over, or across the said Lands, Hereditaments, and Premises of the said *William Agar*, (if required by him in Writing,) shall carry the same on a Viaduct or Arches, Two of which Arches shall be formed and shall at all Times be and continue so as to leave a clear and open Space under such Arches of not less than Eighteen Feet in Height above the present Surface of the Ground, and the Spring of such Arches shall commence at a Point not less than Ten Feet above the present Surface of the Ground, and the Width of such Arches shall not be less than Eighteen Feet, or if the Company shall think fit by One Centre Arch of not less than Twenty-four Feet in Width, and of a Height as aforesaid, with Two Side Arches of not less than Six Feet each in Width; and the said Arches shall not be built obliquely, but the Piers or Side Walls shall be in a Line with the Road or intended Road at the South End of *Spans Buildings*, leading from the said Turnpike Road into and across the Lands of the said *William Agar* towards the Regent's Canal; and the Land and Ground under the said Two or Three Arches shall not be purchased or paid for

Company to form Entrance Arches to the Lands of William Agar, Esq.

for by the said Company, but shall be and remain the Land and Ground of the said *William Agar*, his Heirs, Executors, Administrators, or Assigns, so that the same may be used by them, their Tenants and Assigns, as Roads between the Lands and Premises of the said *William Agar* to the East of the said Railway and the said Turnpike Road leading from *Gray's Inn Lane* to *Kentish Town*, and for the Purpose of laying Pipes for the Conveyance of Water or Gas, or for such other Purposes as he and they shall think proper; and the said Arches and the Abutments thereof shall be faced with Malm Stock Bricks well pointed, and shall ever thereafter be kept in repair by the said Company: Provided also, that the said Railway shall not deviate from the Plan deposited as aforesaid more than Five Yards in and upon the Lands of the said *William Agar* without the Consent in Writing of the said *William Agar*, his Heirs or Assigns.

Act not to prevent Owners of adjoining Land from making Communications across the Railway.

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

Gates opening upon the Railway to

CXIV. And be it further enacted, That all Persons opening any Gate set up across the said Railway or any Gate set up at either Side of the

the said Railway shall and they are hereby respectively required, as soon as they and the Carriages, Cattle, or other Animals or Things under their Care or which they may accompany shall have passed through the same, to shut and fasten the said Gate, and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

be shut and fastened after Persons have passed through them.

CXV. And whereas it is intended that the said Railway hereby authorized to be made shall join the *London* and *Birmingham* Railway at the Station of the said Company in the *Hampstead Road* in the Parish of *Saint Pancras* in the County of *Middlesex*; be it therefore enacted, That the Junction between the Railway hereby authorized to be made and the said *London* and *Birmingham* Railway shall be made at the North End of a Bridge to be erected by the said "*London* Grand Junction Railway Company" across the Regent's Canal on the East Side of the Road leading from the Station of the said *London* and *Birmingham* Railway Company to *Park Street, Camden Town*, and on the East Side of the Extension of the said Railway to *Euston Grove*, in such Manner as shall be appointed by the said *London* and *Birmingham* Railway Company; and all Communications between the said Railway hereby authorized to be made and the said *London* and *Birmingham* Railway, and all such Openings in the Ledges or Flanches of the said *London* and *Birmingham* Railway as may be necessary or convenient for effecting such Junction, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *London* and *Birmingham* Railway Company, but at the Expence of the said "*London* Grand Junction Railway Company."

Junction with the London and Birmingham Railway to be made under the Direction of their Engineer.

CXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or enable the said "*London* Grand Junction Railway Company," in making and constructing or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the *London* and *Birmingham* Railway Company, or to alter, vary, or interfere with the said *London* and *Birmingham* Railway or any of the Works thereof, (except for the Construction of such Bridge as aforesaid,) or to alter, vary, or interfere with the aforesaid Road now in course of Formation across a Piece of Ground called the Oval, leading from the Station of the said *London* and *Birmingham* Railway Company to *Park Street, Camden Town*, in the said Parish of *Saint Pancras*, or with the Bridge across the Regent's Canal over which the said Road is to be carried, without the Consent in Writing of the said *London* and *Birmingham* Railway Company under their common Seal in every Instance for that Purpose first had and obtained.

Not to take the Lands or interfere with the Works of the London and Birmingham Railway Company without Consent.

CXVII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *London* and *Birmingham* Railway Company, established and incorporated by an Act passed in the Third Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for making*

Saving the Rights of the London and Birmingham Railway Company.

3 W. 4. c. 36.

making a Railway from London *to* Birmingham, or by another Act passed in the Sixth Year of the Reign of His said Majesty, intituled 6 W. 4. c. 56. *An Act to enable the* London *and* Birmingham *Railway Company to extend and alter the Line of such Railway, and for other Purposes relating thereto;* but saving and reserving to the said *London* and *Birmingham* Railway Company all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the said Acts respectively contained, as if this Act had not been passed.

First and other General Meetings.

CXVIII. And be it further enacted, That the First General Meeting of the said Company shall be held at some convenient Place in *London* within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the Second Week of the Month of *February* and the Second Week of the Month of *August* in each and every Year, or within the Space of Twenty Days next after each of such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided; of which said General Meeting and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed, and every such Notice of a Special General Meeting shall specify the Purpose for which the same is called; and such First General Meeting and such Half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time, all Adjournments being made to the same Place where the original or preceding Meeting shall have been held.

Meetings of Proprietors may be specially convened.

CXIX. And be it further enacted, That Fifty or more Proprietors of the said Company, holding in the Aggregate Two thousand Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company at such convenient Place as may be expressed in such Requisition, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid the same may be called by such Fifty or more Proprietors by giving Fourteen Days Notice thereof in Two or more *London* Newspapers, and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed in the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice only; and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid, with respect to the Matters specified

fied in such Notice, and those only, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business at Special and Adjourned General Meetings.

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

Notice of Meetings, how to be given.

CXXI. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisements inserted in Two or more *London* Newspapers; and such Notices, when so published and given, shall be deemed and considered the same as if personally served.

Directing how Subscribers shall vote at Meetings.

CXXII. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act every Person and Corporation who shall have duly subscribed for or become entitled to any Share or Shares not exceeding Twenty in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have One Vote for each such Share; and every such Person and Corporation as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the Number of Twenty Shares; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Corporations, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting;

ing; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted and other Circumstances will admit; (that is to say,)

Form of Proxy.

'*A.B.* one of the Proprietors of the *London* 'Grand Junction Railway Company, doth hereby appoint *C.D.* of ' to be the Proxy of the said *A.B.* to vote or 'give his Assent to or Dissent from any Business, Matter, or Thing 'relating to the said Undertaking which shall be proposed at any 'General or Special General Meeting of the said Company, in such 'Manner as he the said *C.D.* shall think proper. In witness 'whereof the said *A.B.* hath hereunto set his Hand [*or* Common 'Seal] the Day of .'

Proxies to be transmitted to Secretary of Company.

CXXIII. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Person or Corporation as aforesaid, unless the Instrument appointing such Proxy shall have been transmitted to the Secretary of the said Company Five Days at least before the holding of the Meeting at which such Proxy is intended to be used.

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, and to vote.

CXXIV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at every General or Special Meeting of the said Company, be deemed the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietors of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette* as herein-before mentioned, as the Case may require, and such Notice shall be deemed sufficient to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees and Guardians.

CXXV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of his Committees, and such respective Committees or any of them may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy, and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in

in respect of the Interest of such Minors, either in Person or by Proxy: Provided always, that every such Committee or Guardian or each of such several Guardians may also vote in right of his own Share, if he have any, as well as in the Character of Committee or Guardian.

Proprietors in arrear not to vote.

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

Management to be vested in Twelve Directors;

their general Duties and Powers.

CXXVII. And be it further enacted, That the Business and Concerns of the said Company shall be carried on under the Management of Twelve Directors, to be chosen from Time to Time from amongst the Proprietors for the Time being of the said Company qualified by holding Twenty Shares or upwards each; and such Directors shall have the general Management, Direction, and Superintendence and Control of the Business and Concerns of the said Company, and the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and also the Custody of the Books of Account, and other Books, Deeds, and Papers, and shall have Power to direct the Investment, calling in, and laying out, Sale and Disposal, of the Stock, Effects, Funds, Money, and Securities of the Company, and all other the Dealings of the Company, and to call and appoint the Times and Places of holding General and other Meetings of the Proprietors, and to superintend, direct, and control the Correspondence and Mode of keeping the Accounts, and the Ascertainment of Dividends, and the Profits on Shares, and to do all other Things necessary or deemed by them proper or expedient for carrying on the Business and Concerns of the Company, and to enforce, perform, and execute all the Powers, Authorities, Privileges, Acts, and Things in relation to the said Company, and to bind the said Company as if the same were done by the whole Corporation, except such as are hereby required to be done at some General or Special Meeting of the said Company; and that the Directors for the Time being shall have Power to frame Rules and Regulations, and prescribe the Orders and Directions for carrying on the Business and Concerns of the said Company, and alter and vary the same from Time to Time as they in their Discretion shall think fit, and all such Rules and Regulations shall have the Force of Bye Laws; provided the same be not repugnant to any of the Provisions of this Act, nor to any Bye Law which may have been duly passed at any General or Special Meeting of the Proprietors of the said Company; and that no individual Proprietor not being a Director (except as herein-after provided) shall have a Right to any Interference, Management, Direction, or Control in or over the Business and Concerns of the said Company, or the Capital Stock or Effects thereof.

First Directors.

CXXVIII. And be it further enacted, That *Charles Henry Ashley*, *John Annandale*, *William Cash*, *William Griffith*, *Henry Hanmer*, the Honourable

Honourable *Edward G G Howard, Richard Preston Prichard, Daniel Higley Richardson, Joseph Marcus Annesley Skerrett, Jonathan Thorp,* Sir *Samuel St. Swithin Burden Whalley,* and *James Christie Whyte* shall be and they are hereby appointed the first or present Directors of the said Company under this Act; and at the General Meeting to be held in the Month of *February* in the Year of our Lord One thousand eight hundred and thirty-eight Four of the said Directors, to be determined by Ballot among themselves, shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors, and respectively possessed in their own Right of Twenty Shares at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at a General Meeting to be held in the Month of *February* in the Year of our Lord One thousand eight hundred and thirty-nine Four of the remaining Directors hereby appointed, to be determined as aforesaid, shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty the Four remaining Directors hereby appointed shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year Four of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

Directors going out of Office re-eligible.

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

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

CXXX. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Twenty Persons present personally or by Proxy who shall in the whole be entitled to vote in respect of at least Five hundred Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors personally or by Proxy shall not then attend thereat, such Meeting shall stand adjourned to the following Day; and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* of the following Year.

For supplying Vacancies among Directors.

CXXXI. And be it further enacted, That when and so often as any Director of the said Company shall die, or shall resign, or shall become

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

No Person holding Office capable of being a Director.

CXXXII. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Twenty Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director.

Powers and Duties of Directors.

CXXXIII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper; and there shall be Five Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have a decisive or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting

Meeting of the said Directors, and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by them and by all Persons employed by or under them; and of all Money which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter or cause to be entered into some Books to be from Time to Time provided at the Expence of the said Company for that Purpose Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office before he shall enter thereupon.

Directors may appoint Committees.

CXXXIV. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things as shall be confided to them by the said Directors; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in his Place and Stead, when and as often as such Directors shall think proper; and such Committees respectively shall have Power to meet from Time to Time and to adjourn from Place to Place as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and at all Meetings of the said Committees one of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

Contracts signed by Three Directors to be binding.

CXXXV. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company, which shall be signed by any Three of the Directors of the said Company, shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto failing in the Execution thereof.

CXXXVI. And

Orders and Proceedings to be entered in a Book.

CXXXVI. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company, and of the said Directors and Committees respectively, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without due Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors, or being Directors or Members of the Committee, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

Directors to cause Accounts to be kept.

CXXXVII. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act without Fee or Reward, and the said Loan Creditors or any of them may take Copies of or Extracts from the said Book without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors or any of them to inspect such Book, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum of Money not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Chairman and Deputy Chairman of Directors to be chosen,

CXXXVIII. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of the Directors which shall be held next after the half-yearly Meeting in the Month of *February* in each Year except the Year One thousand eight hundred and thirty-seven, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors, and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman, to be chosen as last aforesaid, to fill such Vacancy, who shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled, under the Provisions of this Act, to continue if such Vacancy had not happened.

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

CXXXIX. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some one of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting, shall, in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold, have an additional or casting Vote as Chairman.

No Person to hold the Offices of Secretary or Clerk and Treasurer at the same Time.

CXL. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed a Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed a Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be a Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Officers to account.

CXLI. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time when thereunto requested by the said Company make out and deliver to the said Company, or to such Person as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Person as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same,

or

or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to such Person as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Person as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by any other Person on their Behalf to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if, upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Non-payment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods or Chattels shall not be found to answer and satisfy the said Monies, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or, if appearing, shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Papers and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company, (and which Composition the said Company are hereby empowered to make,) or have given Satisfaction in respect of such Vouchers, Receipt Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Company empowered to make Bye Laws.

CXLII. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, shall have full Power and Authority from Time to Time to make such Bye

Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking, and of the Officers and Servants of the said Company, in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and which Boards shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Accounts to be made up half-yearly.

CXLIII. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively, which Account shall be laid before the Half-yearly General Meetings of the said Company herein-before directed to be held in the Months of *February* and *August* respectively: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Twenty Shares in the said Undertaking, who shall examine into such Account and report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times cause to be produced to the said Committee or any Three Members thereof

all Books of Accounts, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividend to be declared.

CXLIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Half-yearly General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Names of Proprietors to be entered, and Certificates of their Shares to be delivered to them.

CXLV. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket with the Common Seal of the said Company affixed thereto to be delivered to every such Proprietor on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

‘ The *London* Grand Junction Railway Company.
‘ Number
‘ THESE are to certify, That *A.B.* of is the Proprietor
‘ of the Share [*or* Shares] Number of the *London* Grand
‘ Junction Railway Company, subject to the Rules, Regulations, and
‘ Orders of the said Company. Given under the Common Seal of the
‘ said Company the Day of in the
‘ Year of our Lord .’

For granting new Certificate when old one destroyed or worn out.

CXLVI. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then upon due Proof thereof to the Satisfaction of the said Company a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, the said Company receiving for every such Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

Company to enter and keep List of Proprietors of Shares.

CXLVII. And be it further enacted, That the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof, or be entitled to any Share therein; and every Proprietor of the said Undertaking, or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed, may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every Hundred Words so copied.

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

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

of the Register of such Marriage or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will in the course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Company.

To compel Payment of Subscriptions.

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

Power of Directors to make Calls.

CL. And be it further enacted, That the Directors to be appointed as aforesaid shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expences of and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Fifty Pounds on any such Share; and no such Call shall exceed the Sum of Five Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking; and an Interval of Two Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more *London* Newspapers; and all Monies so called for shall be paid to such Persons, at such Times and Places, and in such Manner as in the said Notice shall be appointed, and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in

such Case and so often as the same shall happen he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with such Interest as aforesaid, if any, then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information, or the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner to be forfeited, and to order such Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of a Secretary or Clerk of the said Company, that such Share hath been declared forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at the same or any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited or any of them in manner by this Act directed, and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration as herein-before provided by some credible Person not interested before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale, but such Affidavit and the Receipt of the Treasurer of the said Company for the Price of such Share shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If any Calls are not paid the Company may sue for them, or declare the Shares to be forfeited, and order them to be sold.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of

CLI. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as aforesaid shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to

whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter under the Powers lastly herein-before contained than shall be sufficient as near as may be at the Time of such Sale to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences as aforesaid; and from and after Payment of such Arrears of Calls, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid. Calls, &c., Surplus to be paid to the Owners of such Shares.

CLII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for a Call or so many Calls of such Sums of Money upon a Share belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due, including Interest computed as aforesaid on such Calls, unless it shall appear that any such Call exceeded Five Pounds *per* Share, or was made payable before the Expiration of Two Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein. Proceedings in Actions for Calls.

CLIII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry, being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain For ascertaining the Proprietorship of Shares in case of Deaths, &c. in order to

The making of Calls in respect of such Shares.

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

CLIV. And

Shares to be deemed Personal Estate.

CLIV. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Proprietors of Shares may sell the same.

CLV. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of such Shares may be in Writing or in Print, or partly in Writing and partly in Print, and duly stamped in the following Words or Words to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Form of Conveyance of Shares.

'I *A. B.* of in consideration of the Sum of
'paid to me by *C.D.* of do
'hereby assign and transfer to the said *C.D.* Share numbered
'of and in the Undertaking called "The *London* Grand
'Junction Railway," to hold unto the said *C.D.*, his Executors,
'Administrators, and Assigns [*or* Successors and Assigns], subject
'to the several Conditions on which I held the same immediately
'before the Execution hereof; and I the said *C.D.* do hereby
'agree to accept and take the said Share, subject to the Conditions
'aforesaid. As witness our Hands and Seals the Day
'of .'

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

Power to close Transfer Books at certain Periods.

CLVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Ten Days before each of the Half-yearly General Meetings of

of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspaper or Newspapers published in *London*.

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

CLVII. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking, upon which any Call shall have been made after the Day appointed for the Payment of the same, unless at the Time of such Sale or Transfer he or they shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or transferred.

Receipt of One Proprietor of a Share a sufficient Discharge.

CLVIII. And be it further enacted, That the Receipt of the Person or of any one of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company and Treasurer for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses or Trusts, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of the Parent or Guardian of a Minor a sufficient Discharge.

CLIX. And be it further enacted, That in all Cases where Money shall be payable, under the Provisions of this Act, to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian, (if any, or if not of the Parent of such Minor,) or of the Committee or of any One of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Railway to be free on Payment of Rates.

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

Rates.

For every Person passing in or upon any such Carriage for any Distance, the Sum of Nine-pence:

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle, carried in or upon any such Carriage for any Distance, the Sum of One Shilling:

For every Calf, Sheep, Lamb, or Pig carried in or upon any such Carriage for any Distance, the Sum of Four-pence:

For every other Animal or Live Stock of any Description carried in or upon any such Carriage for any Distance, the Sum of Two-pence:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform from any Distance, the Sum of Two Shillings:

For every Article, Matter, or Thing carried in or upon any such Carriage for any Distance the Sum of Four-pence *per* Hundred Weight, and so in proportion for any fractional Part thereof.

Packages containing Goods of a dangerous Quality to be marked.

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

Passengers may carry Luggage without extra Charge.

CLXII. And be it further enacted, That it shall be lawful for every Passenger travelling upon or along the said Railway to take with him his Articles of Clothing, not exceeding Forty Pounds in Weight and Four Cubic Feet in Dimensions, without any extra Charge being made for the same; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passengers Articles of Clothing not exceeding the Weight and Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage-coach Proprietors and Common Carriers would be liable, nor shall any thing herein contained extend, or be deemed or construed to extend, in any degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage-coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

Passengers passing between certain Parts of the Line not to pay more than Sixpence.

CLXIII. And be it further enacted, That the said Company shall not take or charge a higher Rate than Sixpence for each Passenger who may pass on the said Railway to or from *Camden Town* or any intermediate Distance and a Stopping Place or Inclined Plane to be made near *King's Cross* in the *New Road*, or to or from the Depôt at *Skinner's Street* or any intermediate Distance and such Stopping Place or Inclined Plane.

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

CLXIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive Engines or other Power, Coaches, Waggons, or Carriages, for the drawing or propelling or carrying of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and to receive, demand, and recover such Sums of Money for the Use of such Engines, or other Power, Coaches, Waggons, or Carriages, as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

Company authorized to carry Passengers, Cattle, and Goods, and to charge for the same.

CLXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to convey upon the said Railway all such Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken, if at any Time they are reduced by the said Company: Provided always, that the whole Charge so made do not exceed the full Amount of such Rates or Tolls as herein-before set forth.

Act not to prevent the Company from hiring locomotive Engines.

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

Company authorized to fix the Prices of small Parcels.

CLXVII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing and by such Orders to fix the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time: Provided always, that the said Company, their Officers and Servants, shall be liable to such Penalties and Responsibility as Innkeepers and others now are for the Custody and Delivery of Parcels within the City of *London*.

Regulating the Charge for short Distances.

CLXVIII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, or Things

shall be conveyed on the said Railway for less than the whole Distance the said Company are hereby empowered to demand and receive the afore-mentioned Rates or Tolls, as the Case may be, exclusive of a reasonable Charge for the Expence of loading and unloading the same in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulating the Charge in Cases of fractional Parts of a Ton.

CLXIX. And be it further enacted, That in all Cases in which there shall be a Fraction of a Ton a Proportion of all the said Rates or Tolls may be demanded and taken for such Fraction, according to the Number of Quarters of a Ton contained therein; and when there shall be a Fraction of a Quarter of a Ton, such Fraction shall be deemed and considered as a Quarter of a Ton.

Power to reduce the Rates or Tolls.

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

A List of the Rates, Tolls, &c. to be affixed in conspicuous Places.

CLXXI. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building at which any of the Rates or Tolls by this Act authorized shall be collected or received, in some conspicuous Place, in large and legible Characters, an Account or List of the several Rates and Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Owner or Master of or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates or Tolls aforesaid, shall, after and whilst such Account or List shall be fixed as aforesaid, demand or take more than the Amount thereon specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Rates and Tolls only payable whilst Boards remain.

CLXXII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, carried or conveyed upon or along the said Railway, except during the Time that the said Board shall be so affixed as aforesaid, unless wilfully defaced or pulled down, or temporarily removed for the Purpose of Repair or Repainting.

Penalty on Persons defacing Boards.

CLXXIII. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board which shall have been set or put up or affixed by virtue or in pursuance hereof, or any Stone or Mark set up to denote Distances on the said Railway, or shall actually or constructively concur or aid therein, he shall on Conviction

viction forfeit and pay a Sum not exceeding Five Pounds for every such Offence.

For preventing Toll Collectors misbehaving.

CLXXIV. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname painted on a Board in legible Characters in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty, each of the Letters of such Names to be at least Two Inches in Height and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, and of the Orders of the said Company made in pursuance thereof, or shall refuse to permit or shall not permit any Person to read, or shall in anywise hinder any Person from reading, the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rates or Tolls being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Recovery of Rates or Tolls.

CLXXV. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company or as the said Directors shall by Notice to be annexed to the Account or List of Rates or Tolls direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Twenty Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record, or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Twenty Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or ought to have been paid, or any Part thereof, and the Carriage laden therewith, or any other Goods, Articles, or Things belonging to the Person liable to pay such Rates or Tolls, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall

shall not be redeemed within Twenty-one Days next after the taking thereof the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout in such Manner as the Law directs in Cases of Distress for Rent.

Owners of Carriages to give Account of Lading.

CLXXVI. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account in Writing signed by them, to the Collectors of the Rates or Tolls at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account, or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall leave or deliver out or take off any Part of his Lading or Goods at any other Place than may be mentioned in such Account with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the Peace acting within his Jurisdiction, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods or for any Parcel not exceeding Five Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or Five Hundred Weight, as the Case may be, which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered out, or taken off as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

Weight of Goods ascertained.

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

In case of Difference concerning Weight, Collector

CLXXVIII. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway,

may weigh or measure Carriage.

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

For settling Disputes about the Amount of Rates or Tolls.

CLXXIX. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or, as the Case may require, such Rates or Tolls, and the

Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due or (as the Case may be) such Amount, and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same by Warrant under the Hand and Seal of such Justice.

Company empowered to lease the Rates or Tolls.

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

Power of Re-entry, in case of Non-performance of Conditions of Lease of Rates or Tolls.

CLXXXI. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself or be discharged, or in case any Person being in Possession thereof shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be

erected

erected or provided under the Powers or used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given to him, or left at such Toll House, Office, or Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace acting within their Jurisdiction, upon Application made by the said Directors, or by a Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, save as to the Covenants and Agreements for Payment of the Rent thereby reserved, or other unperformed or broken Oblitions, Covenants, or Agreements on the Lessee's Part; and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Rate or Tolls to the same or any other Person, or cause them to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Company empowered to contract with other Railway Companies.

CLXXXII. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements, so as to avoid the Necessity of a Change of Carriages, and other Delays arising from a Diversity of Interest; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company and they are hereby empowered from Time to Time to make and enter into any Contract or Agreement with any other Railway Company either for a Division or Apportionment of Rates and Tolls, or for the Passage over or along the Railway by this Act authorized to be made, of any Engines or Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines or Carriages which shall belong to the said Company hereby incorporated, or which shall pass over or along their Line of Railway, upon the Payment of such Rates and Tolls, and under such Conditions and Restrictions, as may be deemed advisable and be mutually agreed upon, and also to make and enter into any other Contract with any other

other Railway Company which may be deemed advisable; and any such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates or Tolls which the said Company hereby incorporated shall for the Time being be authorized and entitled to have, demand, recover, or receive of or from any other Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the said Railway upon the same Terms and Conditions, and upon Payment of the same Rates and Tolls, as they would have been in case no such Contract had been entered into; nor shall any such Contract give any Preference or Advantage to any Company or Person Party thereto over any other Company or Person; but all such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Rates, Tolls, or Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Person or Party using the said Railway shall pay or be liable to pay any greater Amount of Rate, Toll, or Duty for or in respect of any Carriages, Passengers, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway than any of such Railway Companies.

Weights allowed to be carried on Railway.

CLXXXIII. And be it further enacted, That no Carriage shall carry or bear at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any One Piece of Timber, Block, or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Eight-pence *per* Ton for any Distance; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Company to regulate the Passage on the Railway.

CLXXXIV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the

Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations, after they have been publicly affixed, shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to any such Default: Provided always, that in every Case of Infraction or Nonobservance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance.

Carriages not to be used unless constructed as directed by the Company.

CLXXXV. And be it further enacted, That no Carriage for the Conveyance of Goods or of Passengers, Cattle or Animals, shall be permitted to pass upon the said Railway unless such Carriage shall be constructed agreeably to the Orders and Regulations of and shall be approved of by the said Company, which Orders and Regulations shall be affixed upon some conspicuous Part of every Toll House or other Building at which the Rates, Tolls, and Sums by this Act granted shall be received, except in crossing the same as herein authorized for the Occupation of the respective Lands through which such Railway shall pass, or in passing any public or private Carriage Road which may happen to cross the said Railway; and if any Person shall pass upon any Part of the said Railway with any Carriage not constructed in the Manner herein-before directed (except as aforesaid) he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

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

CLXXXVI. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the Moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive or other Engine or other Description of Moving Power shall at any Time be brought upon or used on the said Railway, unless the same shall first have been approved of by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after the Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine at any Place within Five Miles of the said Railway, (the Person desiring such Examination to pay all Expences thereof,) and to report thereon to the said Company, who shall, within Seven Days after such Report, in case such Engine shall be fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful

for the said Company from Time to Time, upon any Engine used upon the said Railway being out of repair or unfit to be used upon the said Railway, to order the same to be taken off or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or any other Moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence, and the said Company are hereby authorized to remove such Engine from the said Railway.

Top of Chimnies of Engines to have on a Cover of Wire Gauze.

CLXXXVII. And for the further Protection of Persons and Property residing and being on the Line of the said Railway, be it enacted, That every such Engine which shall at any Time hereafter be brought upon or used on the said Railway shall have a proper and well-secured Hood or Cover of Wire Gauze, (the Width of the Spaces between the Wires of which shall not be more than One Eighth of an Inch from each other,) affixed upon the Top of the Shaft of the Chimney thereof, and that no such Engine shall at any Time be brought upon or used on the said Railway unless the same shall have first affixed thereon such Hood or Cover as aforesaid.

Locomotive Engines to consume their own Smoke.

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

Owners to put their Names, &c. on the Outside of their Carriages.

CLXXXIX. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such

such Carriage to be weighed, measured, and gauged at the Expence of the said Company whensoever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner of or other Person having the Care of any Carriage or who shall conduct the same upon the said Railway without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with some Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit, or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

CXC. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages, or by any Means whatsoever; and every such Owner shall, for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace either by the Confession of the Party offending, or upon the Oath, or in the Case of a Quaker the Affirmation, of some credible Witness, pay to the said Company or to the Perso ninjured, as the Case may be, the Damages, to be ascertained by such Justices, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings; and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels, if any can be conveniently found, of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus, if any, of the Proceeds of such Sale, after the Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; and in case no sufficient Distress can be conveniently found, then such Owner shall be committed to Prison as herein-after directed with respect to Persons who are convicted in any Penalty, and have no sufficient Goods whereon such Penalty can be levied; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may, at the Option of the said Company or the Person injured (as the Case may be) be sued and prosecuted for the same

same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Owners to recover from their Servants Money paid for their Neglect, &c.

CXCI. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works, or any Part thereof, shall be compelled to pay any Penalty or to make any Satisfaction for any Damage by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both, as the Case may be, with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand and Oath, or in the Case of a Quaker Affirmation, made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them, as the Case may be, and that the same hath not been repaid to him by such Servant, although demanded, such Oath or Affirmation being made before some Justice of the Peace for the County, City, or Place in which such Penalty or Damage was incurred, such Penalty and Satisfaction, or either of them, as the Case may be, and the Costs aforesaid, shall be levied by Warrant under the Hand and Seal of such Justice by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, as the Case may be, and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction, or either of them, and the Costs so by him paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County, City, or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

Railway not to be used as a Passage for Horses.

CXCII. Provided always, and be it further enacted, That if any Person (save and except the said Company and their Agents, and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, or shall permit or suffer to be upon such Railway or any Part thereof, otherwise than in proper Carriages or other Conveyances suitable for the Conveyance of Cattle, authorized by the said Company, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands through which the said Railway shall pass, every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence; and it shall be lawful for the said Company, or their Officer or Agent, to remove every such Beast or Animal as aforesaid from off the said Railway, and to impound the same in some safe Place of Custody, and there to detain and keep the same until Payment shall be made of such Penalty as aforesaid, and also until Satisfaction shall be made to the said Company for the Expence of impounding and keeping such Beast or Animal.

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

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

Penalty on Persons on Foot using Railway.

CXCIV. And whereas it may be attended with very great Danger to the Public if the said Railway should be used by Persons on Foot, be it therefore enacted, That if any Person shall be or travel or pass upon Foot upon the said Railway without the Licence and Consent of the said Company, unless for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same, as herein-before authorized, every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons obstructing the free Course of Railway.

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

Penalty for obstructing the working of the Railway.

CXCVI. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Thirty Inches over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage or any Goods or Things shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or Working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making

of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded if necessary, and to be removed, in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or of any Delay occasioned thereby, or in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained; nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

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

CXCVII. And whereas it is expedient for the further Security of Property, and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Ten Shillings, to be recovered and applied in the like Manner as Penalties imposed by this Act are directed to be recovered and applied; and it shall be lawful for the said Company forthwith to dismiss and discharge any Person so convicted without Payment of any Salary or Wages beyond the Proportion due at the Period of such Offence; any Agreement, Law, or Custom to the contrary notwithstanding.

Penalty on destroying Works.

CXCVIII. And be it further enacted, That if any Person shall wilfully, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or feloniously take away any Part of the said Railway, or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, every Person being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of simple Larceny.

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

CXCIX. And be it further enacted, That in all Indictments, Informations, or legal Proceedings whatsoever to be preferred, instituted, or carried on against any Person for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away, any Goods, Chattels, or Property of or belonging to the

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

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

CC. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in the Case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the County, City, or Place wherein such Damages or Charges shall be incurred, or be directed to be paid; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

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

CCI. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be

be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

of the Goods of the Company.

CCII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Order, or Rule made in pursuance thereof, the Manner of levying and recovering whereof is not herein otherwise particularly directed, may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace acting within their Jurisdiction on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, One Moiety to the Informer, and the Remainder to the said Company for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices of the Peace for his Appearance before such Justices or before some other Justices of the Peace having Jurisdiction at such Time as shall be appointed for the Return of such Warrant of Distress, such Time being not more than Eight Days from the taking of such Security, and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be

Recovery and Application of Penalties.

forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required by Warrant under their Hands and Seals to commit such Offender to some Common Gaol or House of Correction for the County, City, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalties or Forfeitures shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

CCIII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act, or against any Bye Law, Order, or Rule made in pursuance hereof, to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

For securing Offenders whose Names and Residences are unknown.

CCIV. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him with all convenient Despatch before some Justice for the County, City, or Place within which such Offence shall be committed, without any Warrant or other Authority than this Act, and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Forms of Information and Conviction.

CCV. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information, whenever an Information shall be taken in Writing or in Print, and the Conviction respectively, to be drawn up according to the following Forms or any other Forms to the same Effect, as the Case may require; (that is to say,)

Information.

‘ } BE it remembered, That on the Day of
‘ to wit. } *A. B.* of informeth me *C. D.*,
‘ one of His Majesty's Justices of the Peace for the County [*as the*
‘ *Case may be*], that *E. F.* of [*here describe the Offence, and*
‘ *the Time and Place when and where committed,*] contrary to an Act
‘ passed

'passed in the Year of the Reign of His Majesty King
'*William* the Fourth, intituled [*insert the Title of this Act*], which
'hath imposed a Forfeiture of for the said Offence.
'Taken the Day of before me *C. D.*'

'BE it remembered, That on the Day of Conviction.
'to wit. in the Year of our Lord
'*A. B.* is convicted before me *C. D.*, one of His Majesty's Justices
'of the Peace for the County of [*here describe the Offence,*
'*and the Time and Place when and where committed,*] contrary to an
'Act passed in the Year of the Reign of His Majesty
'King *William* the Fourth, intituled [*insert the Title of this Act*].
'Given under my Hand and Seal the Day and Year first above
'written. *C. D.*'

Justices to appoint Special Constables.

CCVI. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose to be Special Constables within the said Railway and other Works, and every or any Part thereof; and every Person so appointed shall take an Oath, to be administered by the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

General Power to Justices to administer Oaths.

CCVII. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

For compelling Witnesses to attend.

CCVIII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice of the Peace, either

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on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or in the Case of a Quaker on Affirmation, to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

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

CCIX. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties, and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same, and the said Company shall also keep an Account of all Tolls and Rates which shall have been received by them for or in respect of the said Railway at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year.

Persons aggrieved may appeal to Quarter Sessions.

CCX. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Bye Law, Order, or Rule of the said Company or of the said Directors, or any Order or Judgment made and given in pursuance thereof, and also the said Company and all other Persons and Corporations who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County or City where the alleged Cause of Appeal shall arise, first giving Ten Days Notice in Writing of such Intention to appeal and of the Grounds and Nature thereof to the Party against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice, in the Case of an Individual appealing, entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Order, Rule, or Determination, and may also order any such further

Satisfaction

Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Declaring what shall be good Service of Notice on the Company.

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

Declaring what shall be good Service of Notice by the Company.

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

How Debts may be proved in case of Bankruptcy.

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

Directors empowered to grant Releases to Witnesses.

CCXIV. And be it further enacted, That in all Actions, Suits at Law or Equity, and in all Proceedings under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising

arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceedings as aforesaid, and also to do any other Act, Matter, or Thing in any Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Authenticated Bye Laws to be Evidence.

CCXV. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Orders, or Rules of the said Company the Production of a written or printed Paper, purporting to be by the Bye Laws, Orders, or Rules of the said Company and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules; and it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such of the Bye Laws, Orders, or Rules as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

Distress not unlawful for Want of Form.

CCXVI. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress shall not be deemed unlawful nor shall any Party making the same be deemed a Trespasser on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him; but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage by an Action upon the Case.

Proceedings not to be quashed for Want of Form.

CCXVII. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Limitation of Actions.

CCXVIII. And be it further enacted, That no Action, Suit, or Information, or any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given,

or directed in, by, or under this Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, or unless such Action, Suit, or Information shall be laid and brought in the County, City, or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceedings may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done, or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Plaintiff not to recover after Tender of Amends.

CCXIX. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Directors not personally answerable for Acts legally done as Directors.

CCXX. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said

said Directors or any of them shall not by reason, on account, or in consequence of any such Contract or other Instrument so entered into or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in execution, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

Indemnity of Directors.

CCXXI. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them; and they shall be so indemnified out of the Assets for the Time being of the said Company, and if necessary by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

Provision for Deficiencies of Land Tax.

CCXXII. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have taken possession of or shall become seised and possessed, by virtue of this Act, of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax, be subject and liable from Time to Time to pay and make good to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act, and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

The whole of the Expence to be subscribed for before

CCXXIII. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of Six hundred thousand Pounds, and the Sum of Three hundred and fifty thousand Pounds and upwards, or more than One Half thereof, has

has been already subscribed for by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of Six hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

the compulsory Powers of the Act are put in force.

CCXXIV. Provided always, and be it further enacted, That a Certificate under the Hands and Seals of the Justices of the Peace for the County of *Middlesex* or the City of *London* that the whole of the said Sum of Six hundred thousand Pounds hath been subscribed as aforesaid, (and which Certificate such Justices are hereby authorized and required to grant on Application made to them in General or Quarter Sessions assembled respectively by the said Company, and on Production of the Subscription Deed of or relating to the said Company,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Six hundred thousand Pounds has been subscribed.

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

CCXXV. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to be seised or possessed of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years after the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal and for such Considerations as they may deem reasonable to convey, to the Purchasers thereof any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous, and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease, and a Declaration made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County, City, or Place where such Lands may be situate, by some Person not interested in such Lands, stating

Enabling the Company to sell Lands not wanted.

that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made, within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company *mutatis mutandis*, and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company, pursuant to the Authority by this Act in them reposed, shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

Company upon Payment of Money to give Receipts.

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

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

CCXXVII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate

of

of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns (as the Case may be), shall quietly enjoy the same against the said Company and their Successors and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or their Successors and all claiming under them, unless, except, and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches of Covenant as they might do in case such Covenants were expressly inserted in such Conveyance.

Proprietors to raise an additional Sum of Money, if necessary, by Mortgage.

CCXXVIII. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription, as herein-before mentioned, shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Two hundred thousand Pounds, on the Credit of the said Undertaking; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by a Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company, and may be in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

‘ *London* Grand Junction Railway Company.

‘ Number

‘ BY virtue of an Act passed in the Year of the Reign ‘ of His Majesty King *William* the Fourth, intituled [*here set* ‘ *forth the Title of this Act*], we, “ The *London* Grand Junction ‘ Railway

'Railway Company," incorporated by and under the said Act, in 'consideration of the Sum of to us in hand paid by 'A. B., of do assign unto the said A. B., his Executors, 'Administrators, and Assigns, the said Undertaking, and all and 'singular the Rates, Tolls, and Sums of Money arising by virtue of 'the said Act, and all the Estate, Right, Title, and Interest of the 'said Company in and to the same, to hold unto the said A. B., his 'Executors, Administrators, and Assigns, until the said Sum of 'together with Interest for the same after the Rate 'of for every One hundred Pounds for a Year, shall 'be fully paid and satisfied. Given under our Common Seal this 'Day of in the Year of our Lord .'

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, and Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting, or Priority in Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by a Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person, and every Transfer thereof shall be by Deed, either in Writing or in Print, or partly in Writing and partly in Print, and shall be duly stamped, and the true Consideration for such Transfer shall be stated therein, and such Transfer may be in the Words or to the Effect following; (that is to say,)

Form of Transfer of Mortgage.

'I *A. B.* of in consideration of the 'Sum of paid by *C. D.* of 'do hereby transfer to the said *C. D.*, his Executors, 'Administrators, and Assigns, a certain Mortgage, Number 'made by "The *London* Grand Junction Railway Company," to 'bearing Date the Day of 'for securing the Sum of and Interest, 'and all my Right, Estate, and Interest in and to the Money thereby 'secured, and in and to the Rates, Tolls, and Sums of Money and 'Property thereby assigned. Dated this Day of 'in the Year of our Lord .'

And every such Transfer shall, within Twenty Days after the Date thereof if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England* if executed elsewhere, be produced to a Secretary or Clerk of the said Company, who shall

cause an Entry or Memorial to be made thereof in the same Manner as if the original Mortgage or Assignment; for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every such Transfer shall entitle such Assignee, his Executors, Administrators, and Assigns to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

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

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

Power to borrow of Exchequer Loan Bill Commissioners, and give Security. 3 G. 4. c. 86.

CCXXX. And be it further enacted, That it shall be lawful for the said Company at any Time or from Time to Time, by Order of any General or Special General Meeting, to borrow of the Commissioners for carrying into execution an Act of Parliament passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend Two Acts of the Fifty-seventh Year of His late*

late Majesty and the First Year of His present Majesty, for authorizing the Issue of Exchequer Bills, and the Advance of Money for carrying on Public Works and Fisheries, and Employment of the Poor, and to authorize a further Issue of Exchequer Bills for the Purposes of the said Act, any Sum or Sums of Money not exceeding in the whole the Sum or Sums of Money hereby authorized to be raised by Mortgage as aforesaid, and by Deed under the Common Seal and at the Costs of the said Company to assign and assure to the Secretary for the Time being of the said Commissioners, and as they shall direct, free from all Incumbrances, the said Undertaking, and all the Works and Property of the said Company, and all Rates, Tolls, Profits, and Receipts accruing and thereafter to accrue to or for the Use of the said Company under or by virtue of the Authority of this Act, or otherwise for securing to the said Commissioners the Repayment of the Amount of the Exchequer Bills to be so borrowed as aforesaid.

Security to Commissioners to have Priority.

CCXXXI. And be it further enacted, That every Security to be given to the said Commissioners as aforesaid shall not be affected by any Informality in any Meeting or Proceeding of the said Company or the said Directors, and shall have Priority over all other Mortgages, Charges, and Securities whatsoever to be created by the said Company under the Authority of this Act.

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

CCXXXII. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the County of *Middlesex* or for the City of *London*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands, to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CCXXXIII. Pro-

Creditors not to vote.

CCXXXIII. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at, or taking any Part in the Proceedings of any Meetings of the said Company.

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

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

Holder of Mortgages or Assignments for unlimited Periods may demand Payment after 12 Months from their Date, and Directors may pay off such Mortgages on giving Six Months Notice.

CCXXXV. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to a Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in Two or more Newspapers circulated in *London;* and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof in pursuance of such Notice.

For securing Repayment of Principal Money borrowed.

CCXXXVI. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the said County of *Middlesex* or City of *London*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty

Twenty thousand Pounds, by an Order under their Hands, to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case Mortgages are paid off, Power to raise the Amount again.

CCXXXVII. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money hereinbefore authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company immediately or at any Time thereafter again to raise in lieu of the Principal Money so paid off by them such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Two hundred thousand Pounds in the whole, over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company.

Mortgaged Property to revert after Payment of the Debt.

CCXXXVIII. And be it further enacted, That after Payment or Satisfaction of all the Monies due from the said Company under or by virtue of any Mortgages made by them under the Powers of this Act, all the Estate, Property, previous Rights, and Interests by such Mortgage vested in the Mortgagee, his Successors, Heirs, Executors, Administrators, or Assigns, shall, without any Transfer or Conveyance, or any other Act or Deed, immediately revert to and revest in the said Company.

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

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

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

If Railway is not completed in Seven Years, Powers to cease, except as to such Part, if any, as shall be completed.

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

If Railway is abandoned, the Land to revert to the original Owners.

CCXLI. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or, after the same shall have been completed, shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so purchased or taken by the said Company for the Purpose of this Act, or otherwise the Parts thereof over which the said Railway or any Part of such Railway which shall be so abandoned or given up by the said Company shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up in manner following; that is to say, One Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

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

CCXLII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privileges, Franchises, or Authority of the Mayor and Commonalty and Citizens of the City of *London* or their Successors, or the Lord Mayor of the said City for the Time being.

Saving the Rights of Commissioners of Sewers for the City of London.

CCXLIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the City of *London* and Liberties thereof, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been made.

Saving the Rights of the Commissioners of Sewers for Holborn and

CCXLIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Limits of *Holborn* and *Finsbury* Divisions, the Parish of

Finsbury Divisions.

Saint Leonard Shoreditch, and the Liberty of *Norton Falgate*, in the County of *Middlesex*, and the Borders and Confines of the same; but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Saving Rights of the New River Company, the West Middlesex Water Company, and Gas Light Companies.

CCXLV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, alter, lessen, or take away any of the Powers, Rights, Privileges, or Authorities which now are or at any Time hereafter shall or may be vested in "The Governor and Company of the New River brought from *Chadwell* and *Amwell* to *London*," or the Company of "Proprietors of the West *Middlesex* Waterworks," or "The City of *London* Gas Light and Coke Company," or "The Imperial Gas Light and Coke Company;" but that all such Powers, Rights, Privileges, and Authorities shall be and remain as good, valid, and effectual as if this Act had not been made.

Act to be subject to the Powers of any General Act that may be passed within One Year from the passing hereof.

CCXLVI. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed, deemed, or taken to extend, to exempt the Railroad to be formed under or by virtue of the Powers in and by this Act contained and given, or any Branch thereof, from the Provisions of any General Act or General Acts for the Regulation of Railroads which may be passed before the Expiration of One Year from the passing of this Act, if Parliament shall be sitting at the Expiration of such Period of One Year, or (if Parliament shall not then be sitting) before the End of the then next Session of Parliament.

Public Act.

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

The

The SCHEDULE to which the foregoing Act refers.

Description of Property.	Occupier.	Lessee.	Owner.
Parish of St. Sepulchre in the City of London and County of Middlesex.			
Skinner Street.			
House and Shop, &c. -	G. F. Mathew - -	- - -	Rev. J. Natt, Vicar.
Ditto - - -	M. Clement Walker -	M. Clement Walker -	B. Warwick.
Hotel and Tap - -	Benjamin Mayo -	- - -	Robert Warren.
Stables, Buildings, and Offices, &c.	S. A. Mountain -		
House and Yard - -	James Spofford -	Js. Spofford - -	—— Martin.
Ditto -	James and Simon Lundyfoot -	Bond - - Crook, and James and S. Lundyfoot -	Corporation of London.
White Swan Public House	Richard Greaves -	Richard Greaves -	Ironmongers Company.
House, Shop, &c. - -	John and James Simpson	John and Jas. Simpson -	Ditto.
House and Tenements, &c.	Robert Mollet -	Robert Mollet -	Corporation of London.
Ditto - -	John Burton - -	John Burton - -	Ditto.
House and Shop, &c. -	John Chappell -	John Chappell - -	John A. Chappell.
Ditto - - -	Eleaser Cheater Wilson	E. C. Wilson - -	J. D. Holden.
Snowhill.			
House and Shop - -	Jane Kennard -	- - -	Wm. James Roper.
Ditto, with Workshops at the Back, up Cock Lane.	William James Roper		
House and Shop, &c. -	Palmer, Agent of Onion and Co.	Wm. James Roper -	J. Cranmer and Jas. Hallett.
Ditto - -	William Butler -	William Butler - -	
Brass Foundry, &c. -	John Major - -	Henry Munn - -	T. Levick and J. Cranmer.
House and Shop, &c. -	John Puckridge -	John Puckridge - -	Edward Price Jeanneret.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Jane & Han. Winnard	Jane & Han. Winnard	
Ditto - -	James Pain - -	James Pain - -	Clark.
Cock Public House -	George Clay - -	George Clay - -	William Johnson.
House and Shop, &c. -	John F. Lloyd -	- - -	John F. Lloyd.
Ditto - -	Thomas Jones -	Thomas Jones - -	Ditto.
Ditto - - -	Thomas Martin -	Thomas Martin - -	John C. Baxter.
Ditto - -	Robert Davey -	Robert Davey - -	The Parish of St. Alban's, Wood Street.
Ditto - - -	James Edmonds -	James Edmonds -	
Ditto - -	William Harnor -	Robert Davey - -	Not known.
Ditto - - -	James Edmonds -	S. Noakes and Co. -	
Ditto - -	Henry Sparrow -	Henry Sparrow and John Stapp - -	D. C. Webb.
Ditto - - -	John Stapp - -	Robert Davey and John Stapp - -	
Ditto - -	Thomas Hodgkinson	Joseph Hearne and Thomas Hodgkinson	Not known.
Ditto - - -	S. Noakes and Co. -	S. Noakes and Co. -	Ditto.
King's Arms Inn, Tavern, Hotel, Warehouses, Stables, &c. - -	Joseph Hearne - James Bull - - Thomas Giles -	Joseph Hearne - -	Thos. Lindsey Holland.

Description of Property.	Occupier.	Lessee.	Owner.
Ironmongers Buildings.			
House, Yard, &c. - -	William Disker -	Thomas Watts - -	Ironmongers Company.
Ditto - - -	Mary Jom -		
Ditto - - -	Edwards -		
Ditto - -	Edward Cooper -		
Ditto - - -	Samuel Cox -		
Ditto - -	Thomas Pegg -		
Ditto - - -	John Sumpton -		
Ditto - -	Goodfellow -		
Open Court.			
Smith's Place.			
House, Shop, &c. - -	George Webb -	R. A. Smith - -	Haberdashers Company.
Four Houses and Premises - -	Thomas Fry, James Devell, Joseph Briscoe, and Elizabeth Walker -		
Open Court.			
Cock Lane.			
House and Shop - -	Joseph Flint - -	Joseph Flint - -	J. Cranmer and James Hallett.
House, &c. - -	Palmer, Agent of Onion and Co.	William James Roper	
House and Shop - -	Edward Collis -	- - -	Stephen Ponder.
House and Premises -	Anthony Skennell -	David Elston - -	The Mortgagees of Passmore.
Two ditto - - -	J. D. Gianelli - -	- - -	
House and Shop -	John Sparks -	- - -	
Ditto - -	- - -	- - -	
King Street.			
House and Shop - -	Isaac Ward - -	Isaac Ward - -	Thomas Levick and James Cranmer.
Ditto - -	John Enever - -	John Enever - -	
House and Shop, &c. -	John Henry Marshall	John Henry Marshall -	Staples.
Ditto - -	G. Chapman -	G. Chapman - -	
Ditto - - -	John Pike - -	- - -	Thomas Pike.
Ditto - -	Alexander Kingaby -	- - -	John Stapp.
Ditto - - -	Abraham Northan -	Thomas Burchfield -	St. Bartholomew's Hospital.
Ditto - -	Jorden Linch -	Isaac Ward - -	
House and Shop - -	John Gardner and Co. - -	Elinora Oliver and John Gardner and Co.	
Brass Foundry, House and Shop, &c., with Warehouses in St. John's Court - -	E. and R. F. Beckley	E. and R. F. Beckley	Viscountess Galway. Richard Benyon de Beauvoir. The Trustee of William Holt. William Henry Holt and Matthew Warton.
Golden Ball Public House	Henry C. Lovegrove	Messrs. Truman and Hanbury and Henry C. Lovegrove -	Ditto.
House and Shop -	Nicholas Yarrow -	Nicholas Yarrow -	St. Bartholomew's Hospital.
Ditto - -	Frances Crockerton -	- - -	
Ditto - - -	Elizabeth Kennaby -	- - -	
Ditto - -	William Harnor -	William Harnor -	Ann Keen.
Ditto - -	Lewis Flint - -	Lewis Flint - -	Captain Green,
Ditto - -	John Courtney -	John Courtney -	

Description of Property.	Occupier.	Lessee.	Owner.
King Street Court.			
House and Premises -	Mrs. France - -	Henry Munn - -	Thomas Levick and James Cranmer.
Workshops, &c. - -	Gardner and Co. -		
Hair Manufactory, &c. -	Ann Turner - -		
Open Court.			
Bull's Head Court.			
Six Houses, &c. -	Thomas Pinnock -	Thomas Pike - -	Thomas Billings, Richard Morgan, and others.
	Elizabeth Grave -		
	George Whitmore -		
	James Siritant -		
	Thomas Woods -		
	Robert Elvin -		
	Samuel Martin -		
Stables, &c. - -	Robert Elvin - -		
Open Court.			
Hosier Lane.			
House and Shop - -	John Hunt - -	John Hunt - -	James Brewer.
Ditto - - -	William Hunt - -	- - - -	
Ditto - - -	James Lequir - -	James Lequir - -	B. Kean.
Ditto, with Cow-sheds -	John Curtis - -	John Curtis - -	George Miller.
House and Shop - -	William Elliott -	Thomas Gray and William Elliott -	Temple.
House, &c. - - -	Mintridge -	Thomas Burchfield -	Thomas Warlters.
George Inn Gateway and House - - -	William Twitchin -	Isaac Circuit - -	St. Bartholomew's Hospital.
House, &c. - - -	William Stone -	James Gazeard and William Stone -	
House, Shop, &c. - -	Nathaniel Gillett -	N. Gillett - - -	Matthew Hollier.
Ditto - - -	Mary Haddingham -	W. Chandler - -	St. Bartholomew's Hospital.
Ditto - - -	J. Smith - -	Munn and Elston and U. Price - -	
Ditto - - -	Empty - - -	John P. Hayward - -	
Diamond Court.			
House, &c. - - -	Lucy Gibson - -	John Curtis - - -	Thomas Burchfield.
Slaughter-house, &c. -	Frank Soutten - -		
Open Court.			
City Stables.			
Stables and Slaughter-houses, &c.	Various - - -	Thomas Burchfield -	Thomas Warlters.
Farrier's Shop, &c. -	John Markham -		
St. John's Court.			
House and Shop, &c. -	Edward Pritchard -	Edward Pritchard - -	The Executors of the late Charrington.
House, &c. - - -	John Lovell - -		
House and Shop, &c. -	William Cobley -	Elinora Oliver - -	
Warehouses and Dwelling House, &c.	John Crowley - -	Thomas Cole - -	
Dwelling House, &c. -	Hickman -		
Stables and Cart-house, &c.	Thomas Pugh and Co.	Thomas Pugh - -	
House, &c. - - -	J. Collingwood -	Crowley and Co. -	

Description of Property.	Occupier.	Lessee.	Owner.
Thirteen Dwelling Houses, used as such or otherwise, in a very dilapidated Condition.	John Laurence -	Thomas Fleetwood -	Ann Esther Cosgreave.
	John Woodcock -		
	James Hudbourn -		
	John Pat. Macklin -		
	James Backman -		
	Joseph Deney -		
	John Weeks - -		
	James Mahony -		
	James Coles - -		
	Matthew Groom -		
	One empty - -		
	Jeremiah Magra -	Charles Prior Saltmarsh	
	Ellen Donovan -		
	Andrew Trim - -		
Open Court.			

Green Dragon Court.

Twelve Dwelling Houses, &c. - - -	Robert Hayward -	William Elston - -	St. Bartholomew's Hospital.
	Thomas Reese -		
	Ann Hutchins -		
	James Griffiths -		
	Ann Morgan - -		
	John Clifton - -		
	William Smedley -		
	Thomas Hone -		
	Four empty - -		
Open Court.			

Fox and Knot Court.

Seventeen Tenements or Dwelling Houses, old and dilapidated -	Charles Fowler -	- - -	Executors of the late Travers.
	John Hannell -		
	Mary Tottenham -		
	Philip Murgato -		
	Hannah White -		
	John Smedley -		
	Elizabeth Knight -		
	William Carpenter -		
	Thomas Elston -		
	George Carpenter -		
	Richard Haywood -		
	George Lewis -		
	Ann Hutchings -		
	Patrick Mahon -		
	J. Griffiths - -		
	Philip Mahon -		
	Three empty - -		
Three ditto - -	A. Carroll and others	E. and R. F. Beckley -	Henry Worster Chandler
Old George Inn and Stables	H. Worster Chandler	H. Worster Chandler -	Viscountess Galway.
Small Pot-house, &c. -	Elizabeth Madgin -	Charles Baldwin - -	Richard Benyon de Beauvoir.
		Elizabeth Madgin -	
Fox & Knot Public House	Mary Pottinger -	Truman, Hanbury, and Co. - -	The Trustee of William Holt.
House, &c., and Carpenter's Yard.	Richard Madgin -	Richard Madgin - -	
House, &c. - - -	Lewis and Golding -	Elizth. Madgin - -	Wm. Henry Holt and Matthew Warton.
House, Slaughter-house, &c.	George Wild - -	George Wild - - -	Dr. Pennington.
Open Court.			

Description of Property.	Occupier.	Lessee.	Owner.
West Street or Chick Lane.			
Five Dwelling Houses, &c. - - -	James M'Narlis -	James Bird - -	Nathaniel Newnham.
	Jeffry Rush - -	John Norris - -	
	John Agan - -		
	Two empty - -		
Crown Public House -	John Woodward -	John Woodward - -	Thomas Warlters.
House, &c. - - -	Empty - - -	A. Galloway - -	Ditto.
Vacant Ground - - -	- - - -	- - - -	John Mallcott.
House, Shop, &c. - -	Richard Evans -		
House and Stone-yard -	John Mallcott -		
House, Shop, &c. - -	John Jones - -	Alexander Galloway -	Rebecca Evans.
House, &c. - - -	Macarthy -		
House, Shop, &c. - -	John Jones - -	- - -	Alexander Galloway.
Ditto - -	George Betts -		
Manufactory, House, &c.	James Reynolds -	- - -	The Executors of the late Wm. Sansum.
House, &c. - -	Charles Stugnell -		
King's Arms Yard.			
Stable, Blacksmith's Shop, Yard, Building, House, Stone-yard, Workshops, &c.	John Mallcott and Son	- - -	John Mallcott and Son.
Open Court, &c.			
Parish of St. Andrew, Holborn.			
West Street or Chick Lane — *continued.*			
House and Shop - -	David Evans - -	- - -	John Puckridge.
House - - -	Turner -	- - -	Elinora Evans.
House, Shop, &c. -	Ann Rogers - -		
Ditto - -	Kendall -	Chs. Edwin Kendall -	John Smith.
Ditto - - -	Robert Baxter -		
Ditto - -	Empty - -	- - -	
Ditto - - -	Richard Franklin -	- - -	
Ditto - -	F. Shears - -		
Ditto - -	William Morley -	John Smith - -	
Ditto - -	William Franklin -		
Two ditto - -	William Thomas -	- - -	The Representatives of the late Bilkes.
Ditto - - -	George Vincent -	- - -	
Ditto - -	James Hatton -	- - -	
House, &c. - -	Baldwin -	- - -	
Ditto - -	Thomas Webb -	- - -	Daniel Cole.
Ditto - - -	William Phillpotts -	Robert Leach - -	V. Figgins.
House, Shop, &c. -	Owen Raredon -		
Ditto - -	Robert Steward -	- - -	
Two Houses, &c. -	Thomas Coppin -	- - -	
House, Shop, &c. -	William Webb -	- - -	Short.
Ditto - - -	Empty - -	- - -	
Cock Court.			
Three old Tenements -	Edward Cheesman -	- - -	Edward Cheesman.
	Henry Lewis - -		
	Charles Dennis -		
Four ditto - -	Ellen Bailey - -	- - -	Brewer.
	John Lawless -		
	Mary Denny - -		
	Francis Healey -		
An unfinished House.			
Open Court.			

Description of Property.	Occupier.	Lessee.	Owner.
	Greyhound Court.		
Seven very old dilapidated Dwelling Houses and Yards, or used as such - - -	Richard Welch - -	- - -	John Smith.
	John Lawland - -		
	Joseph Bline - -		
	Jenny Bryon - -		
	Nicholas Power - -		
	John Crawley - -		
	Thomas Torpley -		
	Bryan Cunningham		
	John Higgins -		
Open Court.			
	Parishes of St. Andrew Holborn and St. Sepulchre, Middlesex.		
	Black Boy Alley.		
Twelve old dilapidated Tenements - -	Mary Powell - -	- - -	George Barnley.
	Eliza Linsey - -		
	George Sarjeant - -		
	George Cobbey and others - -		
Open Court.			
	Mallett's Court.		
Five very old decayed Buildings - -	John Peters - -	- - -	John Miles.
	William Sparks -		
	Thomas Wheeler -		
	John Weys - -	- - -	George Barnley.
	James Wade -		
Open Court.			
	Union Place.		
Slaughter-house, &c. -	Mary Taylor - -	- - -	Robert Swain and Margaret Bunnell.
	N. Taylor - -		
Open Court.			
	Cock Court.		
Four Houses, &c. -	Sarah Hunt - -	- - -	William Weldon.
	Ann Haines -		
	Thomas Rieley -		
	Ann Provins - -		
Nine very old Tenements	James Bunhill -	- - -	Robert Swain and Margaret Bunnell.
	Samuel Warn -		
	John Sprungatt -		
	William Charlston -		
	Thomas Turner -		
	John Edges - -		
	Sarah Chaplin -		
	Jane Richards -		
	Empty - -		
Open Court.			
	St. Andrew's Holborn — continued.		
	Brewhouse Yard.		
Houses, Stables, and Yards in a dilapidated Condition - -	John Miles - -	John Norris and John Miles - -	The Representatives of the late —— Bilkes.
	Edward Wood -		
	Jeremiah Murray and others - -		
House and Slaughter-house, &c. - -	—— Hill and John Norris - -	- - -	
Open Court.			

Description of Property.	Occupier.	Lessee.	Owner.
Parish of St. Sepulchre, London — continued.			
George Inn Yard.			
George Tap Public House	Wm. Henry Hagger	Truman and Co., and Wm. Henry Hagger.	
House and Shop	Robert Marsh	James Burt	The Parish of Saint Alban's, Wood Street.
Ditto	William Coombs		
Ditto	Richard Stapels		
Ditto	Eliza Kippin		
Ditto	Robert Cully		John Finch.
Ditto	Edward Davis		
Ditto	William Davis		
Open Court.			
Parish of St. Andrew Holborn — continued.			
Saffron Hill.			
House, Shop, &c.	Edward Barrett and Christopher Wires	William Blackburn	The Representatives of the late —— Bilkes.
Ditto	Jeremiah Trumey		
Ditto	Joshua Shilliford		
Two ditto	C. Edwin Kendal		
Ditto	John Sullivan	Thomas Ody	
	George Denin		
Ditto	Joseph Homes	William Blackburn	
Ditto	Walter Richardson	Thomas Ody	
Ditto	Jeremiah Bremahan		
Ditto	Charles Geary	John Power	
Two ditto	Empty		
House and Shop	Alex. Hoffmeister	Thomas Ody	
Two ditto	G. Paul	George Paul	
The One Tun Public House	Wm. Dixie	William Dixie	
House and Shop	George Hudson	George Hudson	
Ditto	William Burge	Samuel Guthrie	
Ditto	John Bachelor		
Coopers Arms Public House	George Rebbeck	Samuel Guthrie and George Rebbeck	
House and Shop	Edward Hunt		
Three ditto	Edward Burgoine		
	William Issett		
	Samuel Davis		
Seven ditto	Charles James Fox	J. Underhill	Dean and Chapter of Ely.
	Charles Holt		
	Daniel Gennevra		
	John Piggrio		
	Moses Jefferies		
	John Kelson		
	William Hawkins		
	Philip Purnell		
	William Nash		
	Benjamin Cohen		
House and Shop	Robert Short	Robert Short	The Representatives of the late —— Bilkes.
Ditto	Elizabeth Munday	Elizabeth Munday	
Ditto	Ditto	Ann Winsley	
Ditto	Jane Barnley	Jane Barnley	
Distillers Arms Public House	Samuel Davis	Samuel Davis	

Description of Property.	Occupier.	Lessee.	Owner.
House and Shop - -	John Power - -	John Power - -	
Vacant Ground - -	Ditto - -		
House and Shop -	Michael Hase -		
Ditto - - -	Empty - -		
Composition Ornament Factory, &c. - -	John Gully - -	John Gully - -	
House and Shop -	—— Dogarthey -		
Magpie and Horse-shoe Public House, &c. -	James Crick - -	James Crick - -	
House and Shop - -	Edward M'Carthy -	Ann Winsley - -	The Representatives of the late —— Bilkes.
Ditto - -	George Paul - -	George Paul - -	
Ditto - - -	—— Freeman -		
Ditto - -	Christopher Wood -		
Ditto - - -	R. Gay - -	George Tindall - -	
Ditto - -	—— Coleman -	—— Ward - -	
Ditto - - -	Empty - -	George Tindall - -	
Ditto - -	Thomas Jones -	Thomas Jones and George Tindall -	
Ditto - - -	Joseph Davis - -	—— Ward - -	
Ditto - -	Charles Eyre - -	Ditto - -	
Red Lion Court.			
Thirteen dilapidated Tenements and Yards	D. Callaghan -	Ann Winsley and John Power - -	The Representatives of the late —— Bilkes.
	John Crawley -		
	John Welsh - -		
	Mary Sullivan -		
	Thomas Carroll -		
	John King - -		
	And others - -		
Stable, &c. - - -	Samuel Davis - -	John Power - -	
Open Court.			
Blue Court.			
Six dilapidated Tenements and Yards -	Margaret Madden -	Ann Winsley - -	The Representatives of the late —— Bilkes.
	Daniel Golding -		
Four ditto - - -	Thomas Allen -	George Berry - -	
Four ditto - - -	Daniel Sullivan -	John Power - -	
	Thomas Carroll -		
Open Court.			
Caroline Court.			
Nine dilapidated Tenements and Yards -	Patrick Carty - -	George Berry -	The Representatives of the late —— Bilkes.
	Jerry Bradnoker -		
	Ann Winsley - -		
	Harry Spring - -		
	Hannah Blessuing -		
	—— Hallerin -		
	David Lane - -		
	Hannah Tool - -		
Open Court.			
Caroline Place.			
Four dilapidated Tenements and Yards -	Margaret Reynolds -	George Berry - -	The Representatives of the late —— Bilkes.
	Elizabeth Ferris -		
	John Newman -		
	Roger Bradley - -		
	James Hunt - -		
Open Court.			

Description of Property.	Occupier.	Lessee.	Owner.

White's Yard and Alley.

Twelve dilapidated Tenements and Yards	—— Driscoll	Ann Winsley	The Representatives of the late —— Bilkes.
	Mary Barry		
	James Carter		
	Margaret Mullins		
	James Tookey		
	Thomas Cokely		
	Timothy Carter		
	Patrick Daly		
	Mary Finn		
	Mary Collins		
	Two empty		
Three Houses	James Donovan	George Tindall	The Representatives of the late —— Bilkes.
	James Weeks		
	Timothy Coghlin		
Open Court.			

Kirby Street.

House, &c.	Marianna Cartwright	-	William Blasson.
Ditto	Ann Goldson	-	Sarah Blasson.
Ditto	John Thomson	John Bunyan	Edward Cherrill.
Ditto	Isaac Fordham	-	Sarah Blasson.
Ditto	Susannah Peppin	-	Edward Cherrill.
Ditto	Stephen Noden	-	Robert Parsons.
Ditto	Thomas Wilson	Joseph Turner	
Ditto	Joseph Turner	—— Smith	
Ditto	Joseph Thomson		
Ditto	Timothy Ainge	E. Basely	Mrs. Wells.
Ditto	S. Froggatt		
Ditto	Charles Gay		
Factory for Gas Meters	William Burn	E. Baseley and William Burn	
House, &c.	Empty	Joseph Turner	
Ditto	James Wainewright	James Wainewright	Mrs. Brazier.
Ditto	William Parsons	William Parsons.	
Ditto	George Watts	George Watts	The Trustees under the Will of the late John Colletch.
Looking-glass Manufactory	Edward Emery	Edward Emery	
House, &c.	Harriett Barker	-	Harriett Barker.
Ditto	William Ager	-	John Evans.
Ditto	John Pitway	John Pitway.	
Ditto	Samuel Thomas	Hoare and Co. and William Simpson	Henry Hoare.
Public House, &c.	William Simpson		
House, Shop, &c.	James Trotter	James Trotter	Mary Elizabeth Bush.
House, &c.	Luff Stocker	-	The Executors of the late Col. John Norris.
Ditto	David Price		
Ditto	Elizabeth Irvine	-	Lieutenant Barnes.
Ditto	Empty		
Ditto	James Barton		
Ditto	William Johnson	-	William Blasson.
Ditto	Michael Gunstone	Michael Gunstone	—— Brewer.
Ditto	Empty	—— Hodsol	Miss Brett.
Ditto	John George Howard	-	Rich. Habor Wrightson.
Ditto	Thomas Fleetwood	Thomas Fleetwood	
Ditto and Shop	John Eaton	Alderman Harmer.	

Description of Property.	Occupier.	Lessee.	Owner.
Charles Street.			
House, &c. - -	James Trotter - -	James Trotter - -	Mary Elizabeth Bush.
Ditto - -	Charles Allen - -	Charles Allen - -	
Ditto and Shop -	Wm. Chas. Heditch -	Wm. Chas. Heditch -	
House, &c. - - -	Charles Sargett -	John Pittway.	
Ditto - - -	Ralph Pope - -		
Ditto - -	James Coker - -		
Ditto - - -	John Simmons -		
House, Shop, &c. -	William Prover -	- - - -	Thomas Ody.
Ditto - - -	William Butcher -	John Power - -	The Representatives of the late —— Bilkes.
Cross Street.			
House, &c. - -	James Strugnall -	James Strugnall -	John Virtue.
House and Shop - -	James Shirley Hodson	J. S. Hodson - -	Harriett Hodson.
Chapel, House, and Yards	Rev. Samuel Noble -	- - - -	The Trustees of the Society of the New Church.
House, &c. - - -	Elizabeth Lemarchall	- - - -	Ditto.
Ditto - - -	—— Jenkins - -	- - - -	Ditto.
Ditto - -	John Young - -	- - - -	The Trustees under the Will of the late James Marshall.
Ditto - - -	George Reid - -	George Reid - -	Mrs. Wells.
Ditto - - -	Lewis Lloyd - -	- - - -	
Ditto - - -	Empty - -	F. Ward - - -	
Ditto - - -	Henry Underhill -	- - - -	
Ditto - -	Patrick Riordan -	- - - -	Temperance Arden.
Ditto - - -	Edwin Weedon -	Mr. Lovell.	
Ditto - - -	Charles Ward - -	- - - -	Charles Lennox Butler.
Three Tuns Public House	Mary Stevens - -	Messrs. Hoare and Co.	
Charity School - -	- - - -	St. Andrew's Parish -	Bishop of Ely.
Hatton Yard.			
Hatton Garden.			
House, &c. - - -	Charles E. Cox -	Charles E. Cox -	Daniel Curling.
Ditto - -	Henry Adlard -	Henry Adlard - -	Rev. John Bright.
Ditto - - -	Catherine Ord -	Catherine Ord.	
Ditto - - -	Charles Folkard -	Thos. Habgood and Charles Folkard -	—— Garrell.
Ditto - - -	William Brooks -	James Parlett and William Brooks -	Not known.
Ditto - - -	John Colley Taunton	John Colley Taunton -	Mrs. Hingeston.
Ditto - -	Mrs. Grillett - -	- - - -	
Ditto - - -	Mrs. Matchen -	- - -	John Tudor.
Ditto - -	James Silver - -	James Silver - -	William Packer.
Ditto - -	John Bird - -	John Bird - -	Cordwainers Company.
House and Workshops -	William Allen -	Ditto - -	Geo. Bellas Greenough.
The Police Office - -	The Magistrates -	- - -	Thomas Stirling.
House, &c. - - -	Charles Kempson -	Charles Kempson -	Trustees of Miss Norman.
House, &c. - - -	JamesLewisFenoulhet	James Lewis Fenoulhet.	
Ditto - - -	John Hudson -	—— Bourne - -	Thomas Gurle.
	Benjamin Horden -		
Ditto - - -	Messenger and Sons -	- - -	

Description of Property.	Occupier.	Lessee.	Owner.
House, &c. - -	Rev. Robert Alder -	Robert Alder - -	Wesleyan Missionary Society.
St. John's Hospital -	Edward Nettleford -	W. B. Angel - -	Saml. Cornelius Fuller.
House, &c. - -	Charles Gibbs. -	- - -	
Ditto - -	James James. - -	- - -	

Hatton Wall.

House, Shop, &c. -	Samuel Wilkinson -	Samuel Wilkinson -	Miss More.
Ditto - -	George Cook - -	George Cook - -	—— Winkfield.
Ditto - -	George Way - -	George Way - -	S. C. Fuller.
Ditto - -	Henry Wickens -	- - -	Samuel Chollett.
Ditto - -	William Hill - -	William Hill - -	Reid and Co.
Ditto - -	William Pantling -	- - -	—— Rogers.
Ditto - - -	Thomas Slaton -	Thomas Slaton - -	Ann Griffin.
Ditto - -	Edward Goodspeed -	Edward Goodspeed -	—— Brydges.
Ditto - - -	Jonah Weston - -	Jonah Weston - -	R. Edmonds.
Ditto - -	William Blencoe -	William Blencoe -	—— Brydges.
The Rose Public House, Yard, &c. - -	Philip Heslop - -	Philip Heslop - -	Sam. Cornelius Fuller.
House, Shop, and Yard -	Gabriel Sherwood -	Ditto - -	
Two Houses, Yards, &c.	John Costello -	Ditto - -	
House, Shop, and Yard -	Henry Butcher -	Samuel Huslock -	
Ditto - - -	Christopher Horlock	Christopher Horlock -	
Ditto - -	Joseph Marriott -	Joseph Marriott -	—— Shepherd.
Ditto - - -	Hannah Clarke -	Hannah Clarke -	
House and Warehouse -	Thomas Gethen -	Thomas Gethen - -	—— Armstrong.

Back Hill.

House, &c. - -	Mary Ann Tuck -	- - -	James Peace.
Ditto - - -	Joseph Groom -	——More - -	Benj. Bond Cabbell.
Ditto - -	Empty - -	- - -	
Ditto and Yard - -	William Burch -	William Elston -	Captain Burton.
		George Smith - -	
		William Burch -	
Stables and Tenements -	Reid and Company -	- - -	Executors of Mr. Snaith.
House, Yard, &c. -	Thomas Cossens -	Isaac Hannell - -	The Executors under the Will of the late Evan John Cruchley.
House, Shop, Yard, &c.	Elizabeth Brown -		
House, Cow-shed, and Yard - -	Joseph Dean -		

Eyre Street Hill.

Duke of Clarence Public House - - -	George Smith -	George Smith - -	Captain Burton.
House, Shop, &c. -	James Pullen -	William Elston -	
Ditto - -	Charles Higley -		
House, Shop, &c. -	John Cotton - -	John Cotton - -	
Ditto - - -	James Rich. Bennett		
Ditto - -	- - -	William Elston -	
Ditto - - -	John Ciceri - -		
Ditto - - -	James Reily - -	- - -	Captain Burton.
Ditto - - -	Francis Boveri -	- - -	
Ditto - -	Thomas Dobby -	William Elston - -	
Ditto - - -	Henry Burton -		
Ditto - -	John Perridge - -	—— Chandley -	
Ditto - - -	James Tidmarsh.		
Ditto - -	Peter Gally & Co. -	- - -	The Executors under the Will of the late Evan John Cruchley.

Description of Property.	Occupier.	Lessee.	Owner.
House, Shop, &c. -	William Doyle -	—— Collingford -	Captain Burton.
Ditto - -	John Tagliabue -	- - -	
Ditto - - -	James Phillips -	William Elston and James Phillips -	
Ditto - -	John Pilcher - -	—— Chandley - -	
Ditto - - -	Joseph Benson -	William Elston -	
Ditto - -	Robert Chapman -	Isaac Hannell - -	
Ditto - - -	William Brown -	- - -	The Executors under the Will of the late Evan John Cruchley.
Ditto - -	Samuel Gotch -	- - -	
Ditto - - -	John Paine - -	- - -	
Ditto - -	John Sharman - -	John Sharman - -	
Ditto - - -	Joseph Crabb -	- - -	
Ditto - -	George Hall - -		
Ditto - - -	Alex[r] Macdonald -		
Ditto - -	Anthony Gregs -	- - -	
Ditto - -	William Rise - -		
Ditto - -	John Mackinnon -		

Eyre Place.

Three small old Houses, &c. - - - - Open Court.	John Ridoux -	George Smith - -	The Executors under the Will of the late Evan John Cruchley.
	James Jones - -		
	Samuel Sanders -		

Eyre Terrace.

Three small old Houses, &c. - - - - Open Court.	John Simpson -	- - -	The Executors under the Will of the late Evan John Cruchley.
	Empty - -		
	James Macklin -		

Eyre Court.

Twelve small old Houses, &c. - - - - Open Court.	Stephen Franklin -	Charles Baldwin - -	Captain Burton.
	William Trappell -		
	Geo. Princett - -		
	Sarah Jonson -		
	—— Murphice -		
	Samuel Lomas -		
	James Larrance -		
	William Downs -		
	—— Dodd - -		
	Three empty - -		

Liquorpond Street.

House and Yard - -	William Clunes - -	William Clunes - -	Captain Burton.

White Bear Yard.

House and Yard - -	Empty - -	William Elston - -	Captain Burton.
Two ditto - -	Dennis Shay - -	Isaac Hannell - -	
	Patrick Murphy -		
House, Shed, and Stables	William Renton -	- - -	
Brewhouse, Stable, Yard, Shed, and Manufactory	George Smith - -	George Smith - -	
Two Houses and Yards	John Wicks - -	- - -	The Executors under the Will of the late Evan John Cruchley.
	James Stafford - -		
Old dilapidated Tenements, Yards, &c. -	- - -		
Open Court.			

Description of Property.	Occupier.	Lessee.	Owner.
Warner Street.			
House, Shop, &c. -	Empty - -	- - -	The Executors of Mr. Farthing.
Coal-shed, &c. -	Thomas Adams -		
House, Shop, &c. -	Thomas Wheelan -		
Phœnix Place.			
House, &c. - -	Charles George -	- - -	Thomas Rotton.
Ditto - - -	—— Bannister -	- - -	
Dorrington Street.			
House - - -	Pyrk and Son -	- - -	John Saunders Pyrk.
Manufactory, &c. -			
House, Shop, &c. -	Mrs. Chatterton -	Mrs. Chatterton -	—— Larrad.
House, &c. - -	James Leyton -	- - -	Ditto.
House, Shop, &c. -	John Ashfield - -	John Ashfield - -	Temperance Arden.
Ditto - -	Henry Davis - -	- - -	Emma Lang.
Phœnix Foundry, House, &c.	Thomas Rotton -		
Two unfinished Houses -	- - -	- - -	Thomas Rotton.
House and Shop - -	William Clunes -		
House - - -	Richard Cameron -		
Apple Tree Public House	John Skinner - -	John Skinner - -	James Wood.
House and Shop - -	Robert Richardson -	- - -	Mr. Howride.
House, &c. - -	John Cameron -	John Cameron - -	James Mann.

Parish of St. Andrew, Holborn—continued.

Dorrington Street—*continued.*

House, Shop, &c. -	Dorothea Westcott -	Dorothea Westcott -	Mrs. Johnson.

Mount Pleasant.

House and Shop - -	Thomas Wrack -	- - -	John Robert Vincent.
	Ann Taylor - -		
House, &c. - -	Elizabeth Chaw -	- - -	Philip Hallings and Ann Smith.
House, Shop, &c. -	Thomas Hunt -		
Ditto - -	Richard Phillips -	John Wise and Richard Phillips - -	Elizabeth Fagg.

Red Lion Yard.

Partly in the Parish of St. James Clerkenwell, and partly in the Parish of St. Andrew Holborn.

Coach-house, Rooms, &c.	Joseph Turner - -	Mrs. Johnson - -	—— Miller.
Ditto - -	Empty - - -		
Rooms, &c. - -	George Johnson -		
Coach-house, &c. -	Solomon Isaacs -		
Rooms, &c. - - -	Joseph Deproe -		
Ditto - -	William Borrow -		
Ditto - - -	Sarah Snosswell -		
Ditto - -	M. Blackburn -		
Ditto - - -	William Harrell -		
Stable, &c. - -	Empty - -		

Description of Property.	Occupier.	Lessee.	Owner.
House, Smith's and Farrier's Shop	James Wright	-	F. Barlow.
House, Brewhouse, and Stables	Sidney Braithwaite	S. Braithwaite	J. Scarborough.
Currier's, and Smith's Forge and Coach Body Maker's, &c.	Robert Richardson	Mr. Howrond.	
House, Yard, and Stable	James Clarke	James Clarke	James Hargrave Mann.
Stables	Mary Blackburn		
Ditto	Empty		
Ditto	John Bartlett		
Ditto	Empty		
Ditto	James Attwood		
Ditto	—— Blackwell		
Ditto	Thomas Roffe		
Coach-house	Isaac Arnold		
Stables	Empty		
Ditto	—— Wintle		
Coach-house	Empty	Mrs. Johnson	—— Miller.
Stables	Ditto		
Ditto	William Robins		
Ditto	Empty		
Coach-house and Rooms	Charles Lambeth		
House	Joseph Hornblower		
Coach-house	William Raven		
Ditto	T. Hughes		
Ditto	John Molt		
Ditto	—— Hewitt		
Ditto	John Whiting		
Stables	Empty		
Open Court.			

Parish of St. Andrew Holborn—continued.

Lucy Buildings.

Houses and Yards	Henry Simpson	-	—— Peel.
	William Hutchinson		
	Elizabeth Gelding		
	Thomas Cannon		
	John Mannox		
	Richard Stringer		
	William Goss		
	Ann Axson		
	Charles Man		
	Rebecca Scammell		
	Thomas Ealy		
	George Martin		
	Daniel Mannox		
	John Hogan		
	John Cody		
	Others empty		
Open Court.			

Vine Street.

House and Yard	William Watson	-	Charles and Jane Thornton.
Ditto	Arthur Williams	Thomas Mortimer Cleobury	
Ditto	Christopher Chapman		
House and Yard	Charles Wall	George Pilkington	The Trustees, under the Will of the late Edmund Cotterill.
Decayed Houses and Yards	Empty		
House, Cow-shed, and Gateway	William Cripps	William Cripps	

Description of Property.	Occupier.	Lessee.	Owner.
House, Yard, and Shop -	Jane Taylor - -	John Elliott - -	The Trustees under the Will of the late Edmund Cotterill.
Two small Houses and Yards - -	Jane Taylor - -		
House and Yard - -	John Anderson -	—— Wood and John Anderson - -	
Ditto - -	—— Pilligrew -	John Elliott - -	
Ditto - - -	John Bachelor - -		
Ditto - -	Sarah Norman -	Charles and Jane Thornton - -	
Ditto - - -	Charles Newland -		
Ditto - -	Charles Sawyer -		
Cottrell Place.			
House and Yard - -	James Ayling -	- - -	Thomas Mortimer Cleobury.
Ditto - -	Thomas Harris -		
Ditto - - -	Empty - -	Holmes - -	The Trustees of the late E. Cotterill.
Ditto - -	Henry Whitmarsh -	- - -	
Ditto - - -	Empty - - -	- - -	
Ditto - -	Mary Chamberlain -	- - -	
Open Court.			
Bedford Street.			
Old Tenements, Yards, &c.	John Burge - -		
Ditto - -	John Capon -		
Ditto - - -	—— Newman -	- - -	Charles and Jane Thornton.
Ditto - -	—— Heale -		
Ditto - - -	—— Walton -		
Ditto - -	—— Shrimpton -		
Ditto - - -	James Osborn -	- - -	—— Mazerone.
Ditto - -	Elizabeth Hart -	Elizabeth Hart - -	
Stone Yard, &c. - -	Deborah Douglas -	- - -	J. C. Cooke.
Ditto - - -	St. Andrew's Parish -	- - -	The Trustees under the Will of the late Edmund Cotterill.
Two very old and decayed Houses, &c. -	William Douglas -	Deborah Douglas & —— Davenport -	Elizabeth Davenport and Mrs. Whitely.
	Richard Ordill -		
Plaster Manufactory, Yard, Stables, and Buildings - -	Julia Grande - -	—— Davenport and Julia Grande - -	
Three old Houses, &c. -	James Ellis - -	—— Davenport -	
	Amos Hall - -		
Bedford Court.			
Four decayed Tenements, &c. - -	John Russell - -	Deborah Douglas - -	—— Blew.
	Benjamin Harvey -		
	George Conyer -		
Open Court.			
Parish of St. Pancras.			
Gough Street.			
Manufactory, &c. - -	Joseph Wright and William Horne -	Joseph Wright and William Horne -	Lord Calthorpe.
House, Cow-house, Yard, Shed, &c.	William Cossey -		
House - - -	John Odell - -	William Cossey - -	
Ditto - -	William Fenn -		
Ditto - - -	William Crutchley -		

Description of Property.	Occupier.	Lessee.	Owner.
Saw-yard - - -	Daniel Inwood - -	William Cossey and Daniel Inwood -	Lord Calthorpe.
House and Premises -	Edward Gillingham	John Freeman and Edward Gillingham	
Ditto - - -	Thomas Watts -	John Freeman -	

Arthur Street.

House, Yard, &c. - -	William Dunnidge -	Messrs. Cubitt and William Dunnidge -	Lord Calthorpe.
Ditto - -	Alexander Young -	Messrs. Cubitt -	
Ditto - - -	Thomas Carter -	Messrs. Cubitt and Thomas Carter -	
Ditto - -	George Snowden -	Messrs. Cubitt. -	
Ditto - - -	John Carlisle -		
Ditto - -	Empty - -		
Road.			

Frederick Street.

House, Yard, &c. - -	Empty - -	Messrs. Cubitt -	Lord Calthorpe.
Ditto - -	Empty - - -		
Ditto - - -	Empty - -		
Ditto - -	Thomas Taylor -		
Ditto - - -	John Edlin - -	Messrs. Cubitt and George Sharp -	
Ditto - -	Henry Phillips -	Messrs. Cubitt and James Hendry -	
Ditto - - -	Edward Clayton -	Messrs. Cubitt, James Hendry, and E. Clayton - - -	
Ditto - -	John Meacher -	Messrs. Cubitt and James Hendry -	
Ditto - - -	John Cumber - -	Messrs. Cubitt -	
Ditto - -	William Farmer -	Messrs. Cubitt, —— Lee, and William Farmer - -	
Ditto - - -	Rachael Latham -	Messrs. Cubitt, —— Lee, and —— Kensington - -	
Ditto - - -	Empty - -	Messrs. Cubitt and Matthias Wilks -	
Ditto - -	John Archie - -	Messrs. Cubitt - -	
Ditto - - -	Empty - -	Messrs. Cubitt and James Hendry -	
Ditto - -	George Taylor - -	Messrs, Cubitt - -	
Ditto - - -	John Wm. Niemeyer	Messrs. Cubitt, Launcelot Holland, and John W. Niemeyer -	
Ditto - - -	Empty - -	Messrs. Cubitt and Launcelot Holland -	
Ditto - -	Paul Padley - -	Messrs. Cubitt and Launcelot Holland -	
Ditto - - -	George Ray - -	Messrs. Cubitt, George Rowney, and George Ray - - -	
Ditto - -	Martha Theyer -	Messrs. Cubitt and Martha Theyer -	
Ditto - -	Richard Wm. Lynott	Messrs. Cubitt -	
Ditto - - -	Jane Page - -	Messrs. Cubitt and Jane Page - - -	

Description of Property.	Occupier.	Lessee.	Owner.
House, Yard, &c. - -	Edward Reid -	Messrs. Cubitt - -	Lord Calthorpe.
Ditto - -	Thomas Hewitt -		
Ditto - - -	Margaret Robinson -		
Ditto - -	Elizabeth Hulme -		
Ditto - - -	Thomas Bennett -		
Ditto - -	John Russell - -		
Ditto - -	Rev. William Wilton		
Ditto - -	Henry Hill - -		
Ditto - -	George M'Cormick -	Messrs. Cubitt and George M'Cormick -	
Ditto - - -	James Cross - -	Messrs. Cubitt and James Cross - -	
Ditto - -	William Stuart -	Messrs. Cubitt and William Stuart - -	
Ditto - - -	Wm. Smith Amiens	Messrs. Cubitt and Wm. Smith Amiens -	
Road.			
Frederick Place.			
House, Yard, &c. - -	John Evans - -	Messrs. Cubitt and John Evans - -	Lord Calthorpe.
Ditto - -	Thomas Ledbetter -	Messrs. Cubitt and Thomas Ledbetter -	
Ditto - -	Empty - -	Messrs. Cubitt - -	
Ditto - -	Lewis Bellamy -		
Ditto - - -	Captain Champion -		
Ditto - - -	Thomas Anderson -	Messrs. Cubitt and T. Anderson - -	
Ditto - -	Thomas H. Baker -	Messrs. Cubitt -	
Road.			
Swinton Street.			
House, Yard, &c. -	Samuel Danby -	- - -	Samuel Huskisson.
Ditto - - -	Wm. Jenkinson -		
Vacant Ground - -	- - -	- - -	Watson and others.
House, Yard, &c. -	Thos. Adams -	—— Kersey - -	John Huskisson.
Ditto - -	David Burry - -	- - -	David Burry.
Vacant Ground - -	- - -	- - -	Wm. Lovell.
Vacant Ground - -	- - -	- - -	Wm. Bradshaw.
House, Yard, &c. -	Thos. Watts - -	- - -	Thos. Watts.
Ditto - - -	Mary Kemp.		
Chemical Manufactory, Warehouses, Sheds, &c.	J. & Sam. Huskisson -	- - -	John Huskisson.
Road.			
Gray's Inn Lane Road.			
Workshops, Stables, Yards, Tenements, &c.	Wm. and Lewis Cubitt	W. and L. Cubitt -	Lord Calthorpe.
Vacant Ground - -	Ditto - -	Ditto - -	
Acton Street.			
Vacant Ground - -	- - -	- - -	—— Watson.
Road.			
Ampton Street.			
House, Yard, Shed, &c. -	John Palmby -	—— Simpson -	Lord Calthorpe.
Ditto - -	Empty - -	Ann Vickerman -	
Ditto - - -	Sarah Woodcock -	Ann Vickerman -	
Ditto - -	Charles Cooke -	—— Frampton -	

Description of Property.	Occupier.	Lessee.	Owner.
House, Yard, Shed, &c. -	John George - -	Messrs. Cubitt and John George - -	Lord Calthorpe.
Ditto - -	Empty - -	Messrs. Cubitt - -	
Ditto - -	Edmund Evans -		
Ditto - - -	Empty - -		
Road.			
	George Street.		
House, Yard, &c. -	Empty - -	R. A. Smart and John Plaw - -	John Lucas.
Ditto - -	William Finney -	Sarah Webb and —— Watling - -	
Ditto - -	Thomas Osborn -		
Ditto - - -	John North - -	R. A. Smart and James Tomlin - -	
Ditto - -	Empty - - -	R. A. Smart and John Plaw - -	
Ditto - -	William Grover -	R. A. Smart and James Tomlin - -	
Ditto - -	Thomas Smith -	R. A. Smart and James Tomlin - -	
Ditto - -	Thomas Humphries -	—— Reid - -	
Ditto - - -	Various - -	Richard Dent -	
Ditto - -	Edward Holt -		
Ditto - -	Thomas Morgan -		
Ditto - -	Joseph Francis -	William Sydenham -	
Ditto - - -	Richard Small -		
Ditto - -	Richard Price -	—— Barlow - -	
Ditto - -	Richard Hanwell -		
Ditto - - -	Ellen Millborn -	William Sydenham -	
Ditto - - -	William Thomas -		
Ditto - -	Thomas Fletcher -	—— Lloyd - -	
Ditto - -	Empty - - -	John Huskisson -	
Ditto - -	John Shepherd -	R. A. Smart - -	
Ditto - -	Henry Rotherham -	R. A. Smart and Henry Rotherham -	
Ditto - - -	William Wild -	R. A. Smart and John Plaw - -	
Ditto - -	Empty - -	R. A. Smart and John Plaw - -	
Ditto - -	Ann Lightfoot -	R. A. Smart and James Tomlin - -	
Ditto - - -	Various - -	R. A. Smart and John Plaw - -	
Ditto - -	Mary Tees - -	Stephen Hickley -	
Wheelwrights and Smiths Shops.	Joseph King -	Ralph Adams - -	
House, Yard, &c. -	John Marson -	R. A. Smart and John Plaw - - -	
Ditto - - -	Christopher Cooke -		
Ditto - -	William Brown -		
Road.			
	Britannia Street.		
House, Shop, &c. -	Thomas Smart -	R. A. Smart - -	John Lucas.
House, Yard, &c. -	George Vaughan -		
Ditto - -	John Smith - -	R. A. Smart and John Smith - -	
Ditto - -	Elizabeth Soaden -	Elizabeth Soaden -	
Ditto - - -	Various - -	Sarah Webb - -	
Ditto -	Sarah Webb - -	Sarah Webb - -	

Description of Property.	Occupier.	Lessee.	Owner.
House, Shop, &c. -	Edward Yerlett -	Elizabeth Soaden -	John Lucas.
House, Yard, &c. -	Edward Yerlett -		
Ditto - -	John Wiseman -	—— Watkins - -	
Ditto - - -	George Ellmore -	—— Watkins -	
Ditto - -	Martha Harris -	John Plaw - -	
Ditto - - -	John Cooper -	R. A. Smart and James Tomlin - -	
Ditto - -	James Broomwich -	R. A. Smart and James Tomlin - -	
Ditto - -	James Wild -	R. A. Smart and James Tomlin - -	
House, Shop, &c. -	Horatio Watson -	R. A. Smart - -	
Ditto - - -	Isaac Perry - -	R. A. Smart and Isaac Perry - -	
House, Yard, &c. -	Henry Hunt - -	—— Durham -	
House, Shop, &c. -	Charles Charter -	—— Hastie - -	
The Britannia Public House - -	George Horne -	William Lovell and George Horne -	
House, Yard, &c. -	Elizabeth Vaughan -	- - -	
Two ditto - - -	James Clements -	T. Bailey - -	
Ditto - -	William Bailey -	William Bailey -	
Ditto - -	Elizabeth Presby -	—— Walker - -	
Road.			
Fifteen Foot Lane.			
House, Yard, &c. -	John Bell - -	- - -	Daniel Clarke.
Ditto - -	Empty - -		
Ditto - -	George Burgin -		
Ditto - - -	Ann Emmett -		
Ditto - -	Joseph Meek -		
Ditto - -	Empty - -		
Ditto - -	David Wilson -		
Ditto - -	Mary Ann Wise -		
Ditto - -	Ann Dace - -		
Ditto - - -	William Jackson -		
Ditto - -	Edward Duckett -		
Ditto - -	G. Hewitt - -		
Ditto - - -	Edward Kingham -		
Road.			
Smith's Place in Fifteen Foot Lane.			
Nine dilapidated Houses, &c.	Empty - -	- - -	Miss Smith.
Open Court.			
St. Chad's Row.			
House, Shop, &c. -	Ann Cumber -	- - -	—— Squires.
House, Yard, &c. -	Francis Gilmore -	- - -	William Yale.
Ditto - -	Mary Simpson -	- - -	—— Squires.
Ditto - -	Elizabeth Roberts -	- - -	William Yale.
Ditto - - -	William Blagden -		
Ditto - -	Edwin North -		
Ditto - -	Susanna Walter -		
Ditto - -	James Vaughan -	- - -	—— Squires.
Ditto - -	John Haxby - -	- - -	—— Squires.
Ditto - -	John Muers -	- - -	William Yale.
Ditto - -	John Ward - -		
Ditto - -	William Boone -	- - -	—— Squires.

Description of Property.	Occupier.	Lessee.	Owner.
House, Shop, &c.	-	Ruth Pallett - -	William Yale.
House, Yard, &c.	Henry Ealing -	Henry Ealing -	
Ditto - -	George Carter -	George Carter -	
Ditto - -	George Stuart -	George Stuart - -	John Wingfield.
Ditto - -	William Goodridge -	- - -	Representatives of Miss Davis.
Ditto - - -	Empty - - -	- - -	Miss Smith.
Ditto - -	Jonathan Bartlett -	- - -	Representatives of Miss Davis.
Ditto - -	Thomas Smith -	- - -	John Wingfield.
Ditto - - -	Edward Fisher -	Edward Fisher -	
Ditto - -	Ann Hathaway -	- - -	
Ditto - -	Wm. Charles Griffiths	W. C. Griffiths -	
Ditto - -	Thomas Harper -	Thomas Harper -	James Harding.
House, Shop, &c. -	Joseph Langrave -	Joseph Langrave -	
House, &c. - -	Thomas Coram -	- - -	
Ditto - - -	Dean Wolstenholme	- - -	William Yale.
Ditto - -	William Yale -		
Brewery and Beer Shop -	William Bigby -	- - -	James Chandler.
House, Shop, &c. -	Myghton and Co. -	- - -	James Chandler.
St. Chad's Well Mineral Springs.	John Henry Salter -	- - -	John Henry Salter.
House, Yards, &c. -	Thomas Tow -	- - -	The Trustees under the Will of the late John Thomas Baker.
House, Shop, &c. -	John Don - -	John Don - -	Ditto.
Ditto - -	Philip Bowden -	- - -	John Huskisson.
Ditto - - -	Sarah West - -	- - -	John West.
Ditto - -	Edward Holder -	- - -	
Ditto - -	Samuel Dyer -	—— Allen and Samuel Dyer - -	
House, Yard, &c. -	Charles Cooke -	- - -	William M'Farlane.
House, Shop, &c. -	Empty - -	- - -	

Paradise Street.

House, Yard, &c. -	Sarah Weston -	- - -	Edward Nicholls.
Ditto - -	Daniel Batchelor -	- - -	James Harding.
Ditto - -	Jacob Rudd -	- - -	Edward Nicholls.
Ditto - - -	Joseph James -		
Cow-yard and Premises -	William Davis -	- - -	Representatives of Miss Davis.
House, Yard, &c. -	John Newman -	- - -	John Newman.
Ditto - -	Frederick Raymond -	- - -	Mrs. Warren.
Ditto - - -	Joseph Everard -	- -	George Godden.
Ditto - -	Edward Cox - -	- - -	John Smith.
Ditto - -	Alexander Rickett -	- - -	Charles Walker.
Ditto - - -	Samuel Figg - -	- - -	William Bailey.
Two ditto - -	Joseph James -		
House, Yard, &c. -	Edward Rolfe -	James Lucas - -	John Lucas.
Ditto - -	Empty - -		
Ditto - -	Elizabeth Evans -	- - -	Daniel Clarke.
Ditto - - -	J. Adams - -	- - -	Edward Nicholls.
Ditto - -	William White -	- - -	Edward Nicholls.
Ditto - -	—— Newman -	- - -	Henry Rotherham.
Ditto - -	Phœbe Patman -		
Ditto - -	John Bennett -	- - -	—— Haycraft.
Ditto - - -	—— Cock - -		
Road.			

Description of Property.	Occupier.	Lessee.	Owner.
Field Street.			
House, Yard, &c. -	George Davenish -	- - -	—— Haycraft.
Ditto - -	Mary Allen - -		
Ditto - -	Sophia Bruce -		
House, Yard, &c. -	Thomas Ricketts -	- - -	—— Haycraft.
Ditto - - -	John Cooper -		
Ditto - -	William Summerlam		
Ditto - - -	Elizabeth Spurling -		
Ditto - -	Elizabeth Bayman -		
Ditto - - -	William Perks -	- - -	David Clarke.
Ditto - -	William Vandyke -		
Ditto - - -	John Mills - -		
Ditto - -	Various - -		
Ditto - - -	William Maxey -		
Ditto - -	William Webb -		
Road.			
Charlotte Street.			
House, Yard, &c. - -	Charles Flint - -	- - -	—— Hackett.
Ditto - -	Joseph Diggins -		
Ditto - - -	Robert Smith -		
Ditto - -	Robert Wise - -	William Huse - -	—— Saunders.
Ditto - - -	Charles Lowrey -	—— Squires - -	Representatives of Miss Davis.
Ditto - -	William Trumpete		
Ditto - - -	John Brown -	James Aldridge - -	
Ditto - -	Robert Pearson -		
Ditto - - -	Nath[l] Thackere -	Nath[l]. Thackere -	
Ditto - -	Eliz[th] Turner - -	- - -	William Pooley.
Road.			
Smith's Buildings.			
Coach Manufactory, House, &c.	James Lemon -	James Lemon - -	Miss Smith.
House, &c. - -	Empty - -		
Open Court.			
Cumberland Row.			
House, Shop, &c. - -	Mrs. Hill - -	- - -	Thomas Clarke.
Ditto - -	Rob[t] Furness -	Rob[t] Furness - -	Wm. M'Farlane.
Ditto - - -	Henry Carter -	—— Druce - -	John West.
Ditto - -	Joseph Walters -		
Ditto - - -	Andrew Carter -	Andrew Carter -	
Ditto - -	Charles Humby -	- - -	John Huskisson.
Ditto - - -	George Kent -	James Forrest - -	The Trustees under the Will of the late John Thomas Baker.
Ditto - -	Thos. Masters -	Thos. Masters -	
Ditto - - -	John Garsed -	John Garsed - -	Miss Smith.
Ditto - -	Anty Benson -	- - -	
Ditto - - -	Dan[l] Lambert -	- - -	—— Oxley.
Ditto - -	Joseph Dodge -	William Trail -	T. Cabbell.
Ditto - - -	James Wellam -	Ann Robinson -	
Ditto - -	Mary Graham -	- - -	—— Martin.
Ditto - - -	Geo. Corderoy -	Ann Robinson -	T. Cabbell.
Ditto - -	Sam[l] Kirkby -	Jas. Chandler and Sam[l]. Kirkby - -	

Description of Property.	Occupier.	Lessee.	Owner.
House, Shop, &c. - -	Mary Windmill -	Mary Windmill -	—— Cooper.
Ditto - -	Rich[d] Swinnerton -	- - -	James Chandler.
Ditto - - -	George Roe - -	- - -	James Chandler.
Ditto - -	Luke Smith -	- - -	Mrs. Johnson.
Ditto - - -	John Hansford -		
Ditto - -	Robert Seaber -	Ja[s] Forrest -	—— Oakman.
Ditto - - -	Edward Askew -	Ja[s] Forrest and Edward Askew -	

Parish of St. Pancras.

Maiden Lane.

House, &c. - -	John Williams -	- - -	William Parker.
Ditto - - -	John Mainwaring -		
Ditto - -	Empty - -	- - -	Henry Lumley.
Ditto - - -	Dan[l] Haney -	- - -	—— Andrews.
Ditto - -	Wm. Bannister -		
Ditto - - -	Wm. Cheek -	- - -	—— Tester.
Ditto - -	Empty - -	—— Douglas - -	—— Andrews.

Parish of St. Mary Islington.

Maiden Lane — *continued.*

House, Shed, &c. - -	Charles Starkey -	- - -	Robert M'William, and the Trustees under his Marriage Settlement.
House, &c. - -	Thos. Salisbury -		
Ditto - - -	William Nash -		
Ditto - -	John Bassett -		
Ditto - -	Thomas Watts -	Wm. Parker and Thomas Watts.	
Ditto - - -	Wm. Parker.		
House and Cow-yard -	Jas. Richards.		

Albion Place.

Maidenhead Public House, &c.	John Maber - -	John Maber - -	
House, Shop, &c. -	Wm. Craven -	- - -	
House, Shop, &c. -	Dan[l] Button -	- - -	
Ditto - - -	Stephen Warren -	Stephen Warren -	Ditto.
Ditto - -	Mary Ann Bowler -	Mary Ann Bowler -	
Ditto - - -	John Marks - -	John Marks - -	
Ditto - -	Henry Wakefield -	Henry Wakefield -	
Ditto - - -	Perfect and Mears -	- - -	
Ditto - -	—— Metham -	- - -	Ditto.
Ditto - - -	—— Crispin -	- - -	
Ditto - -	Empty - -	- - -	
Ditto - - -	Empty - - -	- - -	
Ditto - -	Chimney & Beech -	- - -	
Open Court.			

New Holloway Road.

Varnish Manufactory -	Wilkinson and Co. -	Wilkinson and Co. -	Ditto.
Vacant Ground - -	- - -	- - -	

Bachelor Row.

Timber Yard, &c. -	John Brewer -	- - -	Ditto.
House, Shop, &c. -	Edmund Burcher -		
Ditto - -	James Fort -		
Ditto - - -	Wm. Hollingsworth		
Ditto - -	James Spencer -		
Ditto - - -	James Pugh -		
Ditto - -	Thomas Allen -		

Description of Property.	Occupier.	Lessee.	Owner.
Parish of St. Pancras—continued.			
Pancras Walk.			
House and Yard, &c. -	Wm. Penvold - -	Wm. Penvold - -	—— Boulter.
Ditto - -	William Smith -		
Ditto - - -	Empty - -		
Ditto - -	Mrs. Hood - -	Mrs. Hood - -	
Footway.			
Paradise.			
Two old Houses, &c. -	—— Cooper -	Wm. Penvold - -	—— Boulter.
	—— Walling -		
Road.			
Cheney's Row.			
Old Tenements - -	M. Watts - -	Thomas Vernon and —— Crocksford	Susannah Saltonstall.
	William Dunn -	Thomas Vernon and John Goodman	
	William Henshaw -	Thomas Vernon and Thomas Wicks	
	Joseph Doe - -		
	Various - - -	T. Vernon and John Goodman	
Road.			
Back Walk.			
Small dilapidated Houses, Yards, &c.	William Smith - -	Thomas Vernon and William Ford	Susannah Saltonstall.
	Samuel Wagstaff		
	Various		
	W. White		
House, Yard, and Buildings - - -	Thomas Page -	William Scoles and Thomas Wicks	
House, &c. - - -	James Underwood -	—— Baldwin	
Yards and Tenements -	Harriett Davis - -	—— Field	
Ditto - -	James Cole - -	Thomas Vernon and William Cheney	
Ditto - - -	J. Gordon - -	—— Field	
House, &c. - -	William Perrin -	Thomas Vernon and Mrs. Maxfield	
Ditto - - -	Peter Moran - -	J. Vernon and Adolphus Few	
Ditto - -	William Jackson -	T. Vernon and Ann Dacre	
Ditto - - -	James Tracy - -	Thomas Vernon and Mrs. White	
Road.			
Vernon's Buildings.			
House and Warehouse, with Five small Houses, in Clarence Passage -	James Edmonds -	T. Vernon and James Edmonds	Susannah Saltonstall.
House, &c. - -	Sarah Jones - -	Thomas Vernon	
Ditto - - -	John Bull		
Ditto - -	Mary Burr		
Ditto - - -	Thomas Vernon		
Ditto - - -	Anne Hall		
Four old dilapidated Tenements, &c. - -	Various	William Ford	—— Boulter.
Road.			

Description of Property.	Occupier.	Lessee.	Owner.
Red Lion Passage.			
Vacant Ground - -	- - -	Richard Ford - -	Susannah Saltonstall.
Old Houses, &c. - -	Thomas Green - -	Sophia Gill and Thomas	
	Joseph Clark	Wicks	
	Ralph Ashtown		
Road.			
Pancras Place.			
House, Stables, Yard, &c.	Alexander Young -	John Miller - -	Dr. Robins and
House, Yard, &c. - -	John Worrall - -	Horatio Holloway	—— Kitchener.
Ditto - - -	Robert Julian		
Ditto - -	Thomas Mountain		
Ditto - - -	George Platt - -	—— Heyton	
Ditto - -	James Wells - -	Robert Imprie	
Ditto - - -	Benjamin Conway		
Ditto - - -	John Walters - -	Henry Keeley	
House, &c. - -	Henry Smith - -	Colonel Dacre	
Ditto - - -	Thomas Evans - -	Mrs. Cawthorne	
Ditto - -	William Simpson -	Mrs. Cawthorne	
Ditto - - -	James Havill - -	—— Terrall	
Ditto - -	William Philpott - -	—— Hindall - -	Mrs. Margerison.
Ditto - - -	Thomas Salter -	—— Griffin.	
Ditto - -	Thomas Kateley		
Ditto - - -	Empty - - -	—— Hide.	
Ditto - -	William Court - -	- - -	—— Merrick.
Ditto - - -	Nathaniel Egerton -	—— Griffin	
Public House, with Tenement behind in Court.	Jacob Robinson - -	- - -	Mrs. Gordon.
Road.			
Duke of Clarence Court.			
Old dilapidated Houses, &c.	John Bowler - -	James Edmonds - -	Susannah Saltonstall.
Ditto - - -	Lydia Wilson		
A Space of Ground			
House, &c. - - -	Various		
Ditto - - -	John Hine		
Ditto - - -	William Baker		
Road.			
Small Pox Hospital.			
Buildings, Yards, and Grounds.	The Directors - -	- - -	The Directors.
Spencer's Place.			
House, Yard, &c. - -	Various - -	James Chandler - -	Susannah Saltonstall.
Ditto - -	Anne Gaines - -	—— Thornley	
Ditto - - -	Empty - - -	George Barke	
Ditto - -	Richard Eales - -	George Barke	
Ditto - - -	James Parsons - -	—— West and George Randall	
Ditto - -	Various - - -	John Jones	
Ditto - - -	Various - - -	Robert Burrows	
Ditto - - -	Various - - -	Thomas Lutt	
Ditto - -	—— Collins - -	William Ryton	
Ditto - - -	John Burke		
Ditto - -	James Bryant		
Ditto - - -	James Broadway		
Ditto - -	Richard Collins		
Ditto - - -	Various - -	George Barke	
Road.			

Description of Property.	Occupier.	Lessee.	Owner.
	Edmund Street.		
House, Yard, &c. - -	Amelia Rawleigh - -	Joseph Phelps - -	Susannah Saltonstall.
Ditto - - -	John George Brooks		
Ditto - -	Samuel Richards		
Ditto - - -	Joseph Bond		
Ditto - -	Samuel Allard -	William Andrews	
Ditto - - -	Mary Pear		
Ditto - - -	WilliamFord Hickman	Mrs. Fruer	
Ditto - -	Eliza James		
Ditto - - -	William Smith -	Joseph Phelps	
Ditto - - -	Lewis Gibbad - -	Peter Shoppee	
Ditto - - -	John Yarnoll - -	Joseph Phelps	
House, Shop, Yard, &c. -	Empty - - -		
House, Yard, &c. - -	William Sandy		
Ditto - -	John Copley		
Ditto - - -	Richard Minton	Miss Greenwood	
Ditto - - -	Robert East		
Ditto - - -	Various		
Ditto - -	Daniel Parkins		
Ditto - - -	Richard Ensoll		
Ditto - - -	Charles Titford -	Joseph Jones	
Ditto - -	Joseph Jones - -	Joseph North	
Ditto - - -	James Downs - -	William Parker	
Ditto - - -	William Robinson -	James Hensley	
House, Shop, Yard, &c. -	Thomas White -	Joseph Phelps and George Buffam	
House, Yard, &c. - -	Empty		
Ditto - -	Joseph Swygart		
Ditto - -	George Ives - -	William Parker	
Ditto - -	Samuel Prime		
Ditto - - -	George Buffam -	William Parker	
Ditto - -	Thomas Foster -	Thomas Gardiner	
Ditto - -	John Dandin		
Ditto - - -	James Litford		
Ditto - -	William Randell -	—— Shum	
Ditto - -	John Edwards -	Jeremiah Rosier	
Ditto - - -	John Udall		
Ditto - -	George Bryson -	Betsy Farley	
Ditto - -	Thomas Cooper -	Joseph Phelps	
Ditto - -	John Howe		
Ditto - -	Richard Hayward -	George Barke	
Ditto - -	Samuel Shuttleworth	Elizabeth Hicks and Elizabeth Dixon	
Ditto - -	—— Smith		
Ditto - - -	William Bradford		
Road.			
	Hadden Place.		
House, Yard, &c. -	Matthew Allen -	Charles Page - -	Susannah Saltonstall.
Ditto - -	Empty		
Ditto - -	Charlotte Duckett		
Ditto - - -	Mary Taylor		
Ditto - -	Henry Swanes -	George Aske	
Ditto - -	Charles Dumbleton		
Ditto - -	Mary Wilson		
Ditto - -	Mrs. Carter - -	William Parker	
Ditto - -	John Stockwell -	Thomas Lutt	
Ditto - - -	William Whitlock		
Ditto - -	Elizabeth Dunt -	Jane Chandler	
Ditto - -	G. Smart		
Road.			

Description of Property.	Occupier.	Lessee.	Owner.
Little Hadden Place.			
House, Yard, &c. -	Empty - - -	W. Parker - -	Susannah Saltonstall.
Ditto - -	James Dark - -	Charles Harding	
Ditto - -	Various		
Ditto - - -	William Ferriman -	George Aske	
Road.			
Northampton Street.			
House, Yard, &c. -	Margaret Luke -	Thomas Vernon -	Susannah Saltonstall.
Ditto - -	George Braley		
Road.			
Norfolk Street.			
House, Yard, &c. -	Thomas Harris -	Daniel West - -	Susannah Saltonstall.
Ditto - -	Thomas Doughty -	Thomas Vernon	
Ditto - -	Thomas Minifie		
Ditto - -	John Butcher - -	Daniel West	
Ditto - -	John Shirt		
Ditto - - -	—— Hust		
Ditto - -	John Ashlin		
Ditto - -	Various - -	James Pearce	
Ditto - -	Thomas Thompson		
Ditto - -	Lydia Parfitt		
Road.			
Ashby Street.			
House, Yard, &c. -	George Sexton -	Thomas Vernon -	Susannah Saltonstall.
Ditto - -	William Robinson		
Ditto - -	John Flaherty		
Ditto - -	John Price		
Ditto - - -	Henry Reed -	Daniel West	
Ditto - -	Sarah Cateley		
Ditto - -	John Sears		
Ditto - -	Mrs. Horsefield		
Ditto - -	Sarah Peck		
Ditto - -	Thomas Carpenter		
Ditto - -	Joseph Mason -	Thomas Vernon	
Ditto - -	Thomas Stansbury		
Ditto - - -	Thomas Trigg		
Ditto - -	John Randolph -	Joseph Knight	
Ditto - -	Henry Hill - -	Thomas Vernon	
Road.			
Cheney Street.			
House, Yard, &c. -	Michael Henley -	William Cheney -	Susannah Saltonstall.
Ditto - -	James M'Medire		
Ditto - -	Thomas Sears -	William Parker	
Ditto - -	Edward Dwyer		
Ditto - -	Elizabeth Donnelly		
Ditto - - -	John Haley		
Ditto - -	Robert Parker		
Ditto - -	Thomas Hanbury		
Ditto - -	Lewis Lewis		
Ditto - -	Mary Lewis -	Benjamin Brightman	
Ditto - -	John Collins		
Ditto - -	John Terry		
Ditto - - -	Benjamin Brightman		

Description of Property.	Occupier.	Lessee.	Owner.
House, Yard, &c. -	William Good -	Isaac Hannell	
Ditto - -	John Cunningham -	William Cheney	
Ditto - -	Empty		
Ditto - -	William Cheney		
Road.			
Suffolk Street.			
House, Yard, &c. -	John Robinson -	Thomas Vernon -	Susannah Saltonstall.
Ditto - -	John Dunn		
Ditto - -	Joseph Packer		
Ditto - -	Henry French		
Road.			
Suffolk Street (West).			
House, Yard, &c. -	Rachael Parkins -	Benjamin Brightman -	Susannah Saltonstall.
Ditto - -	John Westwood -	Thomas Harris	
Ditto - -	Thomas Haggle		
Ditto - -	William Poynter		
Ditto - -	John Bun - -	William Cheney	
Span's Buildings.			
House, Yard, &c. - -	Jane Gardener -	- - - -	George Bagster.
Ditto - -	Empty		
Ditto - - -	Isabella Butcher		
Ditto - -	Jemima C. Dermott -	Thomas Bray	
Ditto - - -	Thomas Bray		
Ditto - -	Sarah Coombs -	James Hachett	
Ditto - - -	Alice Rickett - -		
Ditto - -	Thomas Negus -		
Ditto - - -	Stephen Capon -		
Ditto - -	Benjamin Cook -	Mrs. Pallett	
Ditto - - -	James Brown -	—— Flack	
Ditto - -	Empty - - -	John Pilch	
Ditto - - -	Henry Simms		
Ditto - -	William Worton -	Elizabeth Worton	
Ditto - - -	Thomas Mangen -	—— Hall	
Ditto - -	David Henry Flack -	—— Flack	
Ditto - -	Edward Moesdale		
Ditto - - -	Joseph Pyrke -	Richard Fernell	
Ditto - -	John Danger		
Ditto - - -	Empty		
Ditto - -	Frederick Kirby -	—— M'Kenzie	
Ditto - -	John Warner		
Ditto - - -	Nathaniel Chaplin -	—— King	
Ditto - -	Roger Malaney - -	John Burnham	
Ditto - - -	Elizabeth Costello -	James Miles	
Ditto - -	James Durrant -	Thomas Bray	
Gardens, Outhouses, &c., opposite Span's Buildings	Sarah Coombs -	- - -	William Agar.
	George Absolon		
	Stephen Capon		
	John Burnham		
	John Warner		
	Frederick Kirby		
	John Danger		
	Edward Moesdale		
	Thomas Mangen		
	Henry Simms		
	James Brown		
Road.			

Description of Property.	Occupier.	Lessee.	Owner.
King's Place.			
House, Yard, &c. - -	Edward Williams -	Samuel Adams - -	George Bagster.
Ditto - - -	William Barber		
Ditto - -	James M'Leish		
Ditto - - -	Samuel Day		
Ditto - -	John Willmot -	—— Moore	
Ditto - - -	Charles Exstone		
Ditto - -	Mary Morgan		
Ditto -	Samuel Wooton		
Ditto - - -	Alexander Ambrose		
Ditto - -	Henry Ambrose -	—— Carpenter	
Ditto - - -	George Thomas -	Charles Malam	
Road.			
Queen's Place.			
Six small Houses, Yards, &c.	John Hereton -	James M'Leish - -	George Bagster.
	Daniel M'Leish		
	Mary Sweeney		
Open Court.			
Dorset Place.			
House, Yard, &c. - -	Michael Gandy -	William Major - -	George Bagster.
Ditto - -	Thomas Cullen - -	—— Hill	
Ditto - - -	Paton Thompson -	William Major	
Ditto - -	John Graves - -	Captain John Lovewell	
Ditto - - -	William Stubbing	and Catherine Smith	
Open Court.			
Church Row.			
House, Shop, &c. -	William Blunt - -	- - -	George Bagster.
Ditto - -	Ellis Hayward -	R. Fenn	
House, Garden, &c. -	Martin Fullalove -	Rebecca Howard	
Ditto - -	Richard Dent - -	Samuel James Brown	
Ditto - - -	George Satchwell -	Jonathan Oldfield	
Ditto - -	Thomas Jackson -	Samuel Denton	
Ditto - - -	George Pullin - -		
Ditto - -	James Henley -	James Henley	
Ditto - - -	William Lewis		
Ditto - - -	George Prosser - -	—— Hill	
Ditto - -	MajorSamuelBerenger	William Bailey	
Ditto - - -	Charles Steains		
Ditto - -	James Unwin - -	George Banks	
Ditto - - -	Jarvis Elnor - -	Maria Curle	
Ditto - -	Mary Elton - -	Thomas Bartholomew	
Church Terrace.			
House, Garden, &c. -	Lucy Parish - -	William Major - -	George Bagster.
Ditto - - -	Richard Morris		
Ditto - - -	William Keep - -	David Spencer	
Ditto - - -	Robert Upton		
Ditto - - -	Richard James		
Ditto - -	Charles Cobley -	- - -	S. Bagster.
Ditto, with Ground, Outhouses, &c.	Mary Pell - -	Thomas Debney - -	George Bagster.
House, Garden, &c. -	William Sheldrake -	Ditto	
House, Shop, Shed, &c. -	William Fann - -	Ditto	

Description of Property.	Occupier.	Lessee.	Owner.
Church Hill.			
House, Outhouses, Ground, &c.	Richard Joyce -	—— Sutton - -	George Bagster.
Pancras Fields.			
Two small Cottages and Piece of Garden Ground.	Richard Hewit -	- - -	The Duke of Bedford.
Gardens - -	- - -	—— Staley - -	The Brewers Company.
Gardens - -	William Blunt -	S. Rhodes and William Blunt	The Duke of Bedford.
	George Pearson		
	William Croxall		
	Thomas Timms		
	—— Lack		
	—— Donaldson		
	—— Davis		
	—— Wilton		
	—— Hunt		
	—— Canterford		
	George White		
	—— Herne		
	William Baldwin		
	—— Fox		
Inclosed Ground -	Vacant - - -	- - -	The Brewers Company.
Garden - - -	Thomas Ansell -	S. Rhodes - -	The Duke of Bedford.
Oval Inclosure - -	- - -	- - -	The Duke of Bedford and the Brewers Company.
Garden Ground, North Side of Fig Lane, opposite Camden Nursery.	Thomas Ansell -	S. Rhodes - -	The Duke of Bedford.
Camden Street.			
House and Garden -	S. Wakefield Dawkes	George Wallis - -	The Prebend of Cantlows and the Marquis of Camden.
Ditto - -	Charles Sherman		
Ditto - -	James Burden -	John W. Fisher	
Ditto - - -	William Duncan		
Ditto - -	Charles Macguire		
Ditto - -	Joseph Curtis -	Mrs. Stevenson	
Ditto - -	Mary Edwards -	—— Turner	
Ditto - - -	Empty - -	—— Silver	
Ditto - -	David Blyth - -	Trustees of the late Daniel Wilshen	
Ditto - -	Ann Smith - -	Mrs. Roberts	
Ditto - -	Velentina Morris -	William Tunley	
Ditto - -	William Tunley		
Ditto - -	John Charles Mason -	The Trustees of the late Daniel Wilshen	
Ditto - -	H. Smith Day		
Ditto - -	Thomas Hewitt Key		
Ditto - -	Catherine Davidson		
Ditto - - -	Captain Cardon		
Ground used as a Garden	S. Wakefield Dawkes	George Wallis	
Ditto - -	John Hussey -	The Trustees of the late Daniel Wilshen and Richard Dent	
Open Ground - -	- - -	Samuel Foyster and William Yockney	

Description of Property.	Occupier.	Lessee.	Owner.
Gloucester Place.			
House, Garden, &c. -	Nathaniel Machin -	Messrs. Cubitt -	The Prebend of Cantlows and the Marquis of Camden.
Ditto - -	Richard Eastcott		
Ditto - -	J. Pike - -	Ditto and J. Pike	
Ditto - -	Empty - -	Messrs. Cubitt	
Camden Nursery, House, Outhouses, Garden, &c.	Thomas Ansell -	The Trustees of —— Johnson	
College Place.			
House, Garden, &c. -	A. Friend Mackintosh	The Veterinary College, Messrs. Cubitt, and A. F. Mackintosh	The Prebend of Cantlows and the Marquis of Camden.
Ditto - -	Lawrence Scowling -	The Veterinary College and Messrs. Cubitt	
Ditto - -	Thomas Davis		
Ditto - -	Daniel Day		
Ditto - -	W. Gillingham		
Ditto - -	Elizabeth Clements		
Ditto - -	C. T. Page Metcalfe		
Ditto - -	Charles Downing		
Ditto - -	Henry Kensitt		
Ditto - -	Miss Daniel		
Ditto - -	James Davis		
Ditto - -	S. R. Buchanan		
Ditto - -	Francis Jeff		
Inclosed Ground lying between College Place and College Street.			
King Street.			
King's Arms Public House	David Matthews -	Lewis England -	The Prebend of Cantlows and the Marquis of Camden.
House, Shop, &c. -	James Stratt -	—— Curd and D. Matthews	
House, Garden, &c. -	Charles Fletcher -	George Wallis	
Ditto - -	William Bishop		
Ditto - -	Richard Abud		
House, Stables, &c. -	Henry Bellars		
House, Shop, &c. -	Henry Browne -	Richard Dent	
House, Garden, &c. -	William Thomas Green	Trustees of the late Daniel Wilshen and Richard Dent	
Two unfinished Houses -	- - - -	Trustees of the late Daniel Wilshen and Robert Hownam	
House, Garden, &c. -	David Copson -	Trustees of the late Daniel Wilshen and Richard Dent	
Ditto - -	Ann Hunt		
Ditto - -	Charles Lee		
Archer Street.			
House and Garden -	William Furnex -	John Warren and Samuel Collins	The Prebend of Cantlows and the Marquis Camden.
Ditto - -	GeorgeThomasTanner	William Catlin	
Ditto - -	John Pharez -		
Ditto - -	William Nash		
Ditto - -	Thomas Drury		
Ditto - -	William Harding		
Ditto - -	John Morgan		
Ditto - -	Henry Cook		
Ditto - -	Thomas Winter -	Lancelot Archer Burton	
Ditto - -	George Kinlay		
Ditto - -	William Kinsman		

Description of Property.	Occupier.	Lessee.	Owner.
	Queen Street.		
House, Garden, &c. -	Thomas Hammond -	Thomas Hammond -	The Prebend of Cantlows and the Marquis of Camden.
Ditto - - -	Sarah Reid - -	William Reid - -	
Ditto - -	Robert Yielder -	Robert Yielder -	
Ditto - - -	Thomas A. Beale -		
Ditto - -	Esther Clark - -	Esther Clark - -	
House, Garden, and Stables	William Drewell -	James E. Parr - -	
Ditto - - -	William Church -	James E. Parr -	
Ditto - -	Frederick Hill -	Charles Jones -	
Ditto - - -	Posthumus Hill -		
Ditto - -	James Graves -	Thomas Greenwood and James Graves -	
Ditto - - -	Thomas Bennett -		
Ditto - -	Robert Ansley Ogilvie	—— Roberts - -	
Ditto - - -	Ann Hart - -	Thomas Burnham -	
Ditto - -	William Boswell -	William Hammond -	
Ditto - - -	Richard Vines -		
Ditto - -	Hannah Da Costa -		
Ditto - - -	William Hobbs -	John Warren and —— Prentice - -	
House, Garden, &c. -	John Cuffley - -	John Warren -	
Ditto - - -	Elizabeth Korb -	Ditto - -	
Ditto - -	Thomas Slatter -	John Warren and Joseph Knight - -	
Ditto - - -	Martha Ramshire -	John Warren and Martha Ramshire -	
Ditto - -	Mary Barlace -	John Warren and Mary Barlace - -	
Ditto - - -	Henry Birks - -		
Ditto - -	William Secker -	John Warren, L. A. Burton, and P. Cox	
Ditto - - -	Mary Hilditch - -	Ditto - -	
Ditto - -	James Pask - -	John Warren - -	
Ditto - - -	Richard Udall -		
Ditto - -	Henry Newson -	John Warren and Joseph Blackstone -	
Ditto - - -	Elizabeth Kent -	John Warren and —— Roberts - -	
Vacant Ground lying between Queen Street and Bayham Street.	—— Plant - -	Assignee of Joseph Kirkman - -	
	Pratt Street.		
House, Shop, &c. -	Martha Doig - -	Jeremiah Dixon - -	The Prebend of Cantlows and the Marquis of Camden.
House, Yard, &c. - -	Empty - -	John Barnes and William Down - -	
Ditto - -	William Cornell -	J. and W. Lowndes and —— Allen -	
House, Stables, Sheds, &c.	James Stevens -	Henry Rogers and T. H. Parker - -	
House, Yard, &c. - -	John Shepherd -	J. and W. Lowndes and —— John Shepherd	
Ditto - - -	Thomas Puzey -	The Trustees of the late Thomas Holbrooke - -	
Ditto - -	John Whittaker -	Jeremiah Dixon -	
	Bayham Street.		
House, Garden, &c. -	Mrs. Monkouse -	John Barnes and William Down - -	The Prebend of Cantlows and the Marquis of Camden.
Ditto - - -	Charles Cameron -		

Description of Property.	Occupier.	Lessee.	Owner.
House, Stables, Ground, and Outhouses -	John Stephenson -	John Brook Pain -	The Prebend of Cantlows and the Marquis of Camden.
House, Garden, &c. -	Thomas Green -		
Ditto - - -	William Withers -		
Ditto - -	Margaret Johnson -		
Ditto, Stables, and Ground behind	Robert Bradley -	John Brooke Pain and John Gaunt - -	
House, Garden, &c. -	Ann Parker - -	John Brook Pain -	
Ditto - -	Thomas Forrester -		
Ditto - - -	John Brown - -	John Brook Pain and Joseph Early -	
House, Shop, &c. -	William Freeman -		

High Street.

House, back Shop, and Garden - -	William Harper -	The Executors under the Will of the late Abraham Wivell -	
House, Shop, and Garden	Peter Swinton -		
House and Garden -	Paul Algernon Sydney - - -		
Ditto - - -	HenryGeorgeHolden		
Ditto - -	Edward Elbert -		
Ditto - - -	William Ashberry -		
Ditto - -	John Carver - -		
Ditto - - -	Richard Mills - -	Thomas Burnham -	
House, Shop, and Ground behind - -	Joseph Early -	Joseph Early - -	
House, Garden, &c. -	Thomas Allum -	Thomas Ames -	
Ditto - - -	Vincent Francis -	James Pinnick - -	
Ditto and Stables -	Thomas H. Parker -	James Rawlins Wilkins - -	
House, Garden, &c. -	Joseph Blackstone -		
Ditto - - -	Kneller Smart -	The Trustees under the Will of the late Robert Morgan -	The Prebend of Cantlows and the Marquis of Camden.
House, School-room, Stables, Coach-house, and Garden -	John Ryland -	The Trustees of the late Thomas Holbrooke - -	
House, Shop, &c.	George Higginbotham and James Lancaster -	John Barnes, Assignee of RichardHolbrooke and Thomas Wildes	
Ditto - -	Thomas Mathew -		
Ditto - -	Timothy Wheelock -		
Ditto - -	John Taylor -	John Barnes, Assignee of RichardHolbrooke and Thomas Wildes	
Ditto - -	Richard Taylor -		
Ditto - -	William Hayward -		
Ditto - -	Knaggs and Mills -	—— Casson and Henry Knaggs - -	
Ditto - -	William Coldham -	Ann Elizabeth Felix -	
House and Beer Shop, &c.	William Liney -	John Barnes, Assignee of RichardHolbrooke and Thomas Wildes	
House and Shop -	William Chipperfield -	- - -	P. A. Sydney.
House, Yard, &c. -	Mary Winter - -	- - -	Mary Winter.
House, Shop, &c. -	Humble Watson -	James Everingham and Samuel Short -	P. A. Sydney.
Ditto - -	Messrs. Hardstaffe and Frost -		
Ditto - -	James Cooke -	- - -	Mary Ann Nokes.
Ditto - -	William Gordon -	- - -	P. A. Sydney.
Black Cap Public House	Edwin Belk - -	Edwin Belk - -	Samuel Humberstone.

Description of Property.	Occupier.	Lessee.	Owner.
House and Shop -	Richard Swainson -	Samuel Humberstone, Giles Howe, and William Wood -	
House, Dairy, &c. -	William Wood -		
House, Shop, &c. -	William Day -		
Ditto - -	Thomas Weeden -	- - -	
Ditto - -	—— Batson -	James Everingham -	P. A. Sydney.
	Henry Chasseran -		
Ditto - -	John Leach - -	The Executors under the Will of the late A. Wivell - -	
TheBritanniaPublicHouse	George Maynard -	Gilbert W. Elliott -	General Fitzroy.
House, Shop, &c. -	Samuel M. Seares -	George Maynard and William Dash.	

York Street.

House, Yard, &c. -	John Hearne -	James Karr - -	The Prebend of Cantlows and the Marquis of Camden.
Ditto and Shop - -	Samuel Oyler -	John Barnes, the Assignee of Richard Holbrooke, Thomas Wildes, and Cox -	
Ditto - -	John Cone - -		
House, Shop, &c. -	Samuel Oyler -	—— Rippen - -	
Ditto - -	Frederick Robinson -	J. Early - -	
House, &c. - -	Samuel Smith -	—— James - -	
Ditto - -	Henry Blake - -	—— J. Early -	
House, Shop, &c. -	William Bignall -	James Carr - -	
Warehouse, &c. -	Ditto - -	Joseph Early -	
Beer Shop, &c. - -	Thomas Blake -	—— Casson and Samuel Humberstone	
Stables - - -	Thomas Vardy -	—— Casson and Thomas Vardy - -	
Ditto - -	William Liney -	Edward Wood -	

Park Street.

House, Stables, &c. -	Charles Childs -	Thomas Doe - -	Lord Southampton.
Ditto - -	Various - -	James Paine -	
House, Shop, &c. -	Elizabeth Hardiman -	James Karr - -	
Ditto - -	William Thorogood -	Mrs. Denman -	
Livery Stables, &c. -	William Spencer -		
House, Shop, &c. -	George M'Nally -	Thomas Doe - -	
Ditto - -	Ditto and G. Suter -		
Stables, Yard, &c. -	George M'Nally -		
House and Stone Yard -	John Essun -		
House, Shop, &c. -	George Nixon -	—— Dole - -	
Ditto - -	John Early - -		
Ditto and Garden -	William Stynes -	Frances Horsfall -	
House, &c. - -	Thomas Adams -	John Davy - -	
House, Garden, &c. -	Ann Calkin - -	Ann Calkin - -	
House, &c. - -	Joseph Hingston -		General Fitzroy.
House, Shop, and back Premises.	Ditto - -		
House, Shop, &c. -	Thomas Bennett -		
Ditto - -	Elizabeth Wright -		
Ditto - -	James Jones -	Gilbert Wm. Elliott -	
Ditto and Premises -	Empty - -		
House, &c. - -	Ditto - -		
House, Shop, &c. -	Samuel Brown -		
Ditto - -	Ann Pritchard -		
Ditto - -	William Cocksedge -		
Ditto - -	Thomas Hodges -	Gilbert Wm. Elliott and George Maynard	
Ditto - -	Thomas Daniel -		
House, &c. - -	James Paine -		

Description of Property.	Occupier.	Lessee.	Owner.
	Wellington Street.		
House, Yard, &c.	Henry Reeves	The Executors under the Will of the late Abraham Wivell, and Joseph Early	Lord Southampton.
Ditto	David Green		
Ditto	—— Peacock		
Ditto	Maria Abbott	James Paine	
Ditto	Mrs. Childs		
Ditto	James Hannington	Joseph Early	
Ditto	Empty		
Ditto	William Maddock	Thomas Kennedy	
Ditto	John Cooper		
Ditto	John Cross		
Ditto	Edward Peazland		
Ditto	William Mennett		
Ditto	William Baker		
Ditto	Empty	Joseph Early	
Wellington Cottage, &c.	Cyprian Noel		
Clevedon Cottage, &c.	Charles Hird	Charles Hird	
House, Yard, &c.	John Adams	George Gardner and P. Cox	
Ditto	Hannah Pocock	John Farmer	
Ditto	Mark Knight		
Ditto	George Bloom		
Ditto	Abraham Edwards		
Ditto	James Sympson	—— Ager	
Ditto	Robert Lowden	John Inderwick	
Ditto	Margaret Sims		
Ditto	James Taylor		
	Seymour Place.		
House, Shop, &c.	Robert St. John	James Early	
Ditto	Elizabeth Wombwell		
Ditto	Robinson Jamieson	—— Trotter	
Ditto	John Willsher		
Ditto	Alfred Hearne		
Ditto	Edward Dovaston		
Ditto	John Bennett		
Ditto	Barnard Denyer	J. Hannam	
Ditto	William Tapley	J. A. Sydney	
Ditto	James King		
Ditto	John Holliday	M. R. Lonsdale	
Ditto	Francis Wilson	J. Hannam	
Ditto	William Evans	A. Pain	
Ditto	Thomas Coulson		
Ditto	Margaret Davis	J. Hannam	
Ditto	Philip Cox	Thomas Kennedy	
Ditto	John Atwood Davis		
Ditto	Hugh Charles Mann		
Ditto	James Pritchard		
Ditto	Henry Barratt		
Ditto	James Morgan		
Ditto	Thomas Young		
Ditto	Samuel Davy		
Ditto	William Baker		
Ditto	John King		
Ditto	Thomas Hales		

Description of Property.	Occupier.	Lessee.	Owner.
James Street.			
House, Yard, &c. -	William Somerville	James Early - -	Lord Southampton.
Ditto - -	John Pile - -		
Ditto - - -	Thomas Cook -		
Ditto - -	William Pyle -		
Ditto - - -	John Preston -	—— Sandford -	
Ditto - -	Mary Barton -	James Early - -	
Ditto - - -	Richard Horspool -		
Ditto - -	Lewis Miller -		
Ditto - - -	Nicholas Johnstone	James Dand - -	
Ditto - -	George Bulknell -		
Ditto - - -	Christopher Hickson	Ann Rebecca Player -	
Ditto - -	Ann Player -		
Ditto - - -	Robert Rose -	—— Trotter - -	
Ditto - -	Preston and Best -		
Shop, &c. - - -			
James Street (North Side).			
House, Yard, &c. -	Robert Noel -	J. A. Adams - -	Lord Southampton.
Adam's Terrace or Place.			
House, Shop, Yard, &c. -	Samuel Davy -	J. A. Adams - -	Lord Southampton.
Ditto - -	Priscilla Adams -		
Ditto - - -	Sarah Whiley -		
Ditto - -	James Saunders -		
Ditto - - -	William Bell -		
Ditto - -	Henry Wilkins -		
Ditto - - -	Thomas Melling -		
Ditto - -	Thomas Simmons -		
Ditto - - -	David Lawson -		
Ditto - -	George Thomas Doo		
Grove Street.			
House, Garden, &c. -	Thomas Page -	John Martin - -	Lord Southampton.
Ditto - -	Various - -	John Mackay - -	
Ditto - - -	John A. Musgrave -	Thomas Billings -	
Ditto - -	Benjamin Brooks -		
Ditto - - -	William Clements -	James Seggers -	
Ditto - -	Ann Rebecca Player	The Executors under the Will of the late —— Player -	
Ditto - - -	Robert Eagle -	William Eagle -	
Ditto - -	Empty - -	The Executors under the Will of the late —— Player - -	
Ditto - - -	James Plummer -	James Paine - -	
Ditto - -	John Lewis -		
Ditto - - -	Edward Kingcombe	William Sandford -	
Ditto - -	George Trone Collier		
Ditto - - -	Henry Beavan -	Joseph Early - -	
Ditto - -	John Blackwell -	—— Boswell -	
Ditto - - -	William Hugginson		
Ditto - -	Joseph Woolston -	Joseph Early -	
Ditto - - -	Alexander Miller -		
Ditto - -	David Stubbs -	- - -	

Description of Property.	Occupier.	Lessee.	Owner.
House, Garden, &c. -	Samuel Holford -	Joseph Early - -	
Ditto - -	Stephen Froud -		
Stables, Yard, &c. -	—— Pritchard -	Joseph Early and —— Pritchard - -	
	Joseph Early -		
House, Shop, &c. -	James Howell -	Joseph Early - -	
Ditto - -	John Thomas -		
Ditto - - -	James Howell -		
The Cricketers Public House.	William Bloomfield -		
House, Shop, &c. -	James Hoskins -	William Lea - -	
House, Garden, &c. -	John Westbrook -	Benjamin Hatchard -	
Ditto - -	Thomas B. Stocker	George Gardner -	
Ditto - - -	Adam Howcraft -		
Ditto - -	John Goss - -	John Inderwick -	
Ditto - - -	John Davy - -	John Davy - -	
The Retreat House, Garden, Outhouses, &c. -	William Warne -	- - -	
House, Garden, &c. -	John Richardson -	The Executors of the late —— Warne -	
Ditto - - -	John Mackay - -		
Ditto - -	William Atkinson -		
Ditto - - -	John Fenney -		
Ditto - -	Christopher Coates -	C. Coates - -	
Ditto - - -	Robert Ball - -	John Davey - -	
Ditto - -	George Groves -	Mrs. Prosser - -	
Ditto - - -	Harry Ryan - -	John Raim - -	
Ditto - -	Giles Willey - -	William Lea - -	Lord Southampton.
Ditto - - -	David Badman -	Ditto - - -	
Ditto - -	Hannah Adam -	Henry R. Longmate -	
Ditto - - -	John Morris -		
Ditto - -	—— Oulds - -		
Ditto - - -	William Clarkson -		
Ditto - -	Frederick Spring -	Peter Burcke - -	
Ditto - - -	Thomas Mountford -	William Sam. Douse -	
Ditto - -	Empty - -	- - -	
Ditto - - -	John Thorp - -	John Frost - -	
Ditto - -	Sarah Lambert -	John Davy - - -	
Ditto - - -	Thomas Dalby - -	William H. Greedy -	
Ditto - -	Thomas Williams -	William Sam. Douse -	
Ditto - - -	Thomas James Wood	- - -	
Southampton Wharf, with Three Houses and Wharfs, Outbuildings, Garden, &c.	Edward Woods -	Edward Woods -	
	William Dodge -		
	Edward Price -		
Ground Westward of Southampton Wharf.	William Leftwich -	- - -	
Vacant Ground - -	William Crutchley -	- - -	
Brick Field - - -	- - -	- - -	
Meadow Ground -	" - -	- - -	

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