CHAPTER cclxiv.

An Act for making Railways in the Counties of Middlesex and Essex, to be called "The Metropolitan Outer Circle Railway," and for other purposes. [18th August 1882.] A.D. 1882.

WHEREAS the making and maintaining of the railways hereinafter described, would be of public and local advantage:

And whereas the persons in this Act named, with others, are willing at their own expense to construct the railways, and are desirous of being incorporated into a company for the purpose:

And whereas it is expedient that the Company should be authorised to run over a portion of the London, Tilbury and Southend Railway as herein-after provided:

And whereas it is expedient that such arrangements should be authorised and such powers conferred with reference to other undertakings and companies as are herein-after provided:

And whereas plans and sections of the intended railways, showing the lines and levels thereof, and also books of reference to the plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the respective clerks of the peace for the counties of Middlesex and Essex, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

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

May it therefore please Your Majesty, that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual, and Temporal and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. This Act may be cited as the Metropolitan Outer Circle Railway Act, 1882. Short title.

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Incorporation of general Acts.
8 & 9 Vict. c. 16.
26 & 27 Vict. c. 118.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.

2. The Companies Clauses Consolidation Act, 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, the Lands Clauses Consolidation Acts, 1845, 1860 and 1869, the Railways Clauses Consolidation Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act; the expressions "the railways," "the railway" and "the undertaking" mean respectively the railways and undertaking, or any part thereof, by this Act authorised; the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Arthur Telford Simpson, Robert Paulson Spice, Alfred Ely Hargrove, Hutton Vignoles, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns, respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railways, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Metropolitan Outer Circle Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold and dispose of lands and other property for the purposes of this Act.

Power to make railways and works.

5. Subject to the provisions of this Act the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, sidings, approaches, works and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans, and described in the deposited books of reference, as may be required for that purpose. The railways herein-before referred to and authorised by this Act are:—

Railway (No. 1), 2 furlongs, 9 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Ealing

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by a junction with the Acton and Ealing Railway of the Metropolitan District Railway Company, and terminating in the parish of Acton by a junction with the Railway No. 3 by this Act authorised, in a field numbered 108 on the Ordnance map of that parish;

Railway (No. 2), 1 furlong, 8·30 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Ealing by a junction with the lines of railway known as the Relief lines of the Great Western Railway Company, and terminating in the parish of Acton by a junction with the Railway No. 3, by this Act authorised;

Railway (No. 3), 2 miles, 1 furlong, 3 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Acton by a junction with the Railways Nos. 1 and 2, or one of them, by this Act authorised, and terminating in the parish of Harrow-on-the-Hill, in a field numbered 1520 on the Ordnance map of that parish;

Railway (No. 5), 6 furlongs, 5·40 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Harrow-on-the-Hill by a junction with the Railway No. 3, by this Act authorised, and terminating in the parish of Harrow-on-the-Hill, in a field numbered 1366 on the Ordnance map of that parish;

Railway (No. 6), 1 mile, 1 furlong, 7·35 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Willesden by a junction with the railway authorised by the Midland and South-western Junction Railway Act, 1864, and terminating in the parish of Harrow-on-the-Hill by a junction with the Railway No. 7, by this Act authorised; 27 & 28 Vict. c. cxc.

Railway (No. 7), 4 furlongs, 0·55 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Harrow-on-the-Hill by a junction with the Railways Nos. 5 and 6, or one of them, by this Act authorised, and terminating in the parish of Kingsbury, in a field numbered 257 on the Ordnance map of that parish;

Railway (No. 8), 3 furlongs, 4·90 chains in length, wholly situate in the county of Middlesex, and parish of Kingsbury, commencing by a junction with the railway authorised by the Kingsbury and Harrow Railway Act, 1874, and terminating by a junction with the Railway No. 9, by this Act authorised; 37 & 38 Vict. c. cxlix.

Railway (No. 9), 2 miles, 5 furlongs, 6 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Kingsbury by a junction with the Railways Nos. 7 and 8,

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or one of them, by this Act authorised, and terminating in the parish of Hendon, in a field numbered 756 on the Ordnance map of that parish;

Railway (No. 11), 1 furlong, 9 chains in length, wholly situate in the county of Middlesex and parish of Hendon, commencing by a junction with the up main line of the Midland Railway Company, and terminating by a junction with the Railway No. 11A, by this Act authorised;

Railway (No. 11A), 1 furlong, 6·75 chains in length, wholly situate in the county of Middlesex and parish of Hendon, commencing by a junction with the Railway No. 11, by this Act authorised, and terminating by a junction with the Railway No. 12, by this Act authorised;

Railway (No. 12), 4 miles, 1 furlong, 3·15 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Hendon by a junction with the Railways Nos. 9 and 11A, or one of them, by this Act authorised, and terminating in the parish of Tottenham, in a field numbered 14 on the Ordnance map of that parish;

Railway (No. 13), 1 furlong, 9 chains in length, wholly situate in the county of Middlesex and parish of Tottenham, commencing by a junction with the Railway No. 12, by this Act authorised, and terminating in a field numbered 5 on the Ordnance map of that parish;

Railway (No. 14), 1 furlong, 4 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Edmonton by a junction with the main line of the Great Northern Railway Company, and terminating in the parish of Tottenham by a junction with the Railway No. 13, and also with the Railway No. 15, by this Act authorised or one of them;

Railway (No. 15), 2 furlongs, 1 chain in length, wholly situate in the county of Middlesex and parish of Tottenham, commencing by a junction with the Railway No. 14, by this Act authorised, and terminating in a field numbered 20 on the Ordnance map of that parish;

Railway (No. 16), 2 furlongs, 3·50 chains in length, wholly situate in the county of Middlesex and parish of Tottenham, commencing by a junction with the Railway No. 12, by this Act authorised, and terminating by a junction with the Railway No. 17, by this Act authorised;

Railway (No. 17), 3 miles, 5 furlongs, 5·10 chains in length, wholly situate in the county of Middlesex, commencing in the

parish of Tottenham by a junction with the Railways Nos. 15 and 16, or one of them, by this Act authorised, and terminating in the parish of Tottenham in a field numbered 142 on the Ordnance map of that parish;

Railway (No. 18), 3 furlongs, 3·50 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Edmonton by a junction with the Cambridge down main line of the Great Eastern Railway Company, and terminating in the parish of Tottenham by a junction with the Railway No. 20, by this Act authorised;

Railway (No. 19), 2 furlongs, 2·40 chains in length, wholly situate in the county of Middlesex, commencing in the parish of Edmonton by a junction with the Cambridge up main line of the Great Eastern Railway Company, and terminating in the parish of Tottenham by a junction with the Railway No. 20, by this Act authorised;

Railway (No. 20), 6 miles, 1·80 chains in length, commencing in the parish of Tottenham, in the county of Middlesex, by a junction with the Railways Nos. 17, 18 and 19, or some or one of them, by this Act authorised, and terminating in the parish of Barking, in the county of Essex, at the fence dividing the two fields numbered 784 and 827 on the Ordnance map of that parish;

Railway (No. 21), 2 furlongs, 9 chains in length, wholly situate in the county of Essex, commencing in the parish of Barking by a junction with the Railway No. 20, by this Act authorised, and terminating in the parish of Little Ilford by a junction with the Colchester main line of the Great Eastern Railway Company;

Railway (No. 22), 1 mile, 1·95 chains in length, wholly situate in the county of Essex, commencing in the parish of Barking by a junction with the Railway No. 20, by this Act authorised, and terminating in the parish of Little Ilford in a field numbered 104 on the Ordnance map of that parish;

Railway (No. 23), 1 furlong, 8·20 chains in length, wholly situate in the county of Essex, commencing in the parish of Little Ilford by a junction with the Railway No. 22, by this Act authorised, and terminating in the parish of Barking by a junction with the Forest Gate Junction Branch Railway of the London, Tilbury and Southend Railway Company;

Railway (No. 24), 3 miles, 0·80 chains in length, wholly situate in the county of Essex, commencing in the parish of Little Ilford by a junction with the Railway No. 22, by this Act

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authorised, and terminating in the parish of West Ham by a junction with the railway belonging to the London and Saint Katharine Docks Company and the Great Eastern Railway Company, or one of them.

For protection of Great Western Railway Company.

6. For the protection of the Great Western Railway Company (herein-after called the Great Western Company), the following provisions shall have effect, (that is to say) :—

Not to enter on lands of Great Western Company until plans of proposed works affecting that company approved.

(1.) The Company shall not enter upon or interfere with the railway of the Great Western Company, or any of the lands or works of that company, or execute any works whatever under, over, or affecting the same, until the Company shall have delivered to the Great Western Company plans and drawings of such intended works, and those plans and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company, or in the event of his failure for twenty-eight days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade, and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company, or in case of difference by an engineer to be appointed by the Board of Trade;

As to execution of the railways on lands of Great Western Company.

(2.) In constructing the railways or any of them by this Act authorised, through or over the land and property of the Great Western Company, the Company shall not deviate westwards from the centre line shown on the deposited plans where Railway No. 1 crosses the railway of the Great Western Company without the previous consent in writing of that company under their common seal, and the said Railway No. 1, where the same is intended to cross the main line of the Great Western Railway shall be carried over that railway and works by means of a bridge of two spans of not less than thirty-one feet each on the square, and a headway of not less than sixteen feet high, and the said Railway No. 1 shall also be carried over land on which sidings are proposed to be constructed by the Great Western Company on the north side of their main line where it is intended to be crossed by the said Railway No. 1 by means of a bridge of a span of not less than thirty-one feet on the square, and a headway of not less than sixteen feet high, and such crossing of the railway and land for sidings shall be effected in such a manner as not to injure the stability of the

railway and works of the Great Western Company in any way whatever; A.D. 1882.

Company to pay to Great Western Company expenses of watchmen during construction of works.

(3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railways by this Act authorised, over and adjacent to the Great Western Company's main line of railway, of a sufficient number of inspectors, signalmen or watchmen to be appointed by them for watching the said railway and works, and the conduct of the traffic thereon with reference to and during the execution of the intended works, and for preventing, as far as may be, all interference, obstruction, danger and accident from any of the operations, or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise;

Damages sustained by Great Western Company to be repaid.

(4.) Notwithstanding anything in this Act contained, the Company shall, from time to time, be responsible for and make good to the Great Western Company all losses, costs, damages and expenses which may be occasioned to them or any of their works or property, or to the traffic on their railway, or to any company or persons using the same or otherwise during the execution or renewal, or by reason of the failure of any of the intended works, or of any act, default or omission of the Company, or of any person in their employ or of their contractors or otherwise; and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act, default or omission

Maintenance of works affecting railways of Great Western Company.

(5.) The Company shall, at their sole expense at all times, maintain the bridges and other works by which the Railway No. 1, by this Act authorised, shall be carried over the main line of railway of the Great Western Company in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Company, and if and whenever the Company fail so to do, after one month's notice from the Great Western Company, for that purpose, or in case of urgency, without any notice being required, the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Great Western Company shall think requisite in that behalf for insuring such repair, and the sum from time to time certified by their

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engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company, and in default of full repayment, the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction;

Not to interfere with traffic on Great Western Railway.

(6.) In constructing the Railways Nos. 1 and 2 by this Act authorised, the Company shall not in any way obstruct or interfere with the traffic passing along the Great Western Railway, and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said Great Western Railway, so as to impede or prevent the convenient passage of engines and carriages along the same, the Company shall pay to the Great Western Company the sum of one hundred pounds per hour during which any such obstruction or interference shall continue;

No land of Great Western Company to be taken except for certain works.

(7.) Except as provided for the purposes of crossing the Great Western Railway and for the junction of Railway No. 2 with that railway, which junction or the substituted junction, herein-after referred to, are to be maintained and worked at the expense and risk of the Company, the Company shall not take or acquire any rights over any land of the Great Western Company, and, save as aforesaid, nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company, or to alter, vary or interfere with the railway of that company or with any of the works thereof further or otherwise than is necessary for the construction of the Railways Nos. 1 and 2 by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal, and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take and the Great Western Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same, and the Great Western Company may at any time or times hereafter, should it be necessary for them to do so, alter or remove the junction by this Act authorised with their railway and substitute a new junction therefor, but so as such alteration or removal or substituted junction, as the case

may be, shall not stop the traffic of the Railway No. 2 by this Act authorised, or unnecessarily interfere therewith, or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be, or the signals, works and conveniences connected therewith;

Arbitration.

(8.) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them, such dispute shall be settled by an arbitrator to be agreed upon between the parties, or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers in London, the costs of such arbitration to be in the discretion of such arbitrator;

Saving rights of Great Western Company.

(9.) Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the Great Western Company otherwise than is by this Act expressly provided.

For protection of the Metropolitan District Railway Company.

7. The following provisions for the protection of the Metropolitan District Railway Company (herein-after called "the District Company"), shall be observed and carried into effect, that is to say:—

Method of effecting junction.

(1.) The junction of the Railway No. 1 by this Act authorised with the railway of the District Company, and all works required for effecting such junction, or affecting the lands or works of the District Company, or within fifty yards thereof shall be made according to plans and sections first approved in writing by the engineer of that company, and in all things at the expense of the Company;

The Company to pay all damages sustained by the District Company.

(2.) The Company shall from time to time be responsible for and make good to the District Company, all costs, losses, damages, and expenses, from time to time occasioned to that company, or any of their works or property, or the traffic on their railway, or to any company or companies, person or persons, using the same railway or works, or otherwise by reason of the execution or failure of any of the works of or incidental to the construction or maintenance of the railways by this Act authorised, or any act or omission of the Company or any of the persons in their employ or their contractors, or others, and the Company shall effectually indemnify and hold harmless the District Company from all claims and demands upon or against them by reason of any such execution or failure, and of any such act or omission;

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Company to maintain junction and works.

(3.) The Company shall at their sole expense at all times maintain their said junction and works within fifty yards of the railway of the District Company in substantial repair and good order and condition to the satisfaction in all respects of the engineer for the time being of the District Company, and if and whenever the Company fail so to do after one month's notice from the District Company for that purpose, or in case of urgency, the District Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the District Company shall think requisite in that behalf, and the sum from time to time certified by the said engineer to be the amount of the expenditure in that behalf shall be repaid to them by the Company, and in default of full repayment the amount due may be recovered with full costs by the District Company from the Company in any court of competent jurisdiction:

For settlement of disputes.

(4.) If any difference or dispute shall arise between the engineer of the Company and the engineer of the District Company as to the execution of the works to be done by the Company under the powers of this Act, the same shall be from time to time referred to and settled by an engineer to be agreed upon between the Company and the District Company, or in case of difference to be appointed on the application of either company by the President for the time being of the Institution of Civil Engineers, and the costs of such arbitration shall be in the discretion of the arbitrator;

Saving clause.

(5.) Nothing in this Act contained shall prejudice, take away, lessen or interfere with any of the property, rights, powers, interests and privileges of the District Company, otherwise than is herein expressly provided.

For protection of the London and North-western Railway Company.

8. In constructing so much of Railway No. 3, as shall be under the railways and sidings, or upon the lands of the London and North-western Railway Company, (in this section called "the North-western Company"), the following provisions shall apply and have effect, that is to say:—

(1.) The Company shall construct the said portion of Railway No. 3, with two lines of rails only, and in such line within the limits of deviation as shall be approved by Francis Stevenson, or other the principal engineer for the time being of the North-western Company (in this section called "the said principal engineer"), and so as to leave undisturbed at all times the lines of railway sidings and other works connected therewith of the North-western Company, and so as in no way to obstruct,

impede or interfere with the free and uninterrupted and safe use of the said railways and sidings of the North-western Company, or with the traffic thereon, and if any such obstruction or interference shall be caused or take place, the Company shall forfeit and pay to the North-western Company in respect of any obstruction to or interference with any of their four main lines of railway, the sum of one hundred pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue, and in respect of any obstruction to or interference with any other railways or sidings of the North-western Company, the Company shall pay that company the sum of twenty-five pounds per hour for such hourly continuance;

(2.) The said portion of railway shall be constructed under the four main lines of railway of the North-western Company, and for a distance of six yards on each side thereof at the point of crossing, so as to pass under the same by means of a wrought-iron girder bridge, the flooring and girders of which shall be of wrought-iron, and the upper surface of such flooring shall be at a uniform level of three feet at least below the level of the existing southerly or fast lines of the London and North-western Railway at the said point of crossing;

(3.) The remainder of the said portion of Railway No. 3 shall be constructed in a brick arched structure up to the northern boundary of the lands of the North-western Company at the point of crossing, the top of the said arched structure to be at least four feet below the rail level aforesaid;

(4.) The said girder bridge and the said arch or tunnel shall be constructed in such manner and of such strength as to be convenient and sufficient for the construction and laying down thereover by the North-western Company of such lines of rail, sidings and other works as they may deem expedient;

(5.) The Company shall construct the said portion of Railway No. 3 and all the works necessary and incident to the construction thereof or affecting the property and works of the North-western Company in accordance with the provisions of this section, and according to plans, sections, and specifications, and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer, and the Company shall not commence the construction of the said portion of railway, or enter upon or interfere with any land, works, or property belonging to or used by the North-western Company,

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until such plans, sections, and specifications have been so submitted and approved: Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans, sections, or specifications, or shall disapprove the same, then the said portion of railway, and the said works, shall be constructed according to plans, sections, and specifications to be submitted to and approved (subject, however, to the special provisions of this section) by an engineer to be agreed upon, or in default of agreement, to be appointed at the request of either the Company or the North-western Company by the President, for the time being, of the Institution of Civil Engineers;

(6.) The said portion of railway, and all works necessary or incident to the construction thereof, or affecting the property or works of the North-western Company, shall be executed by and in all things at the expense of the Company, and under the superintendence and to the satisfaction of the said principal engineer, and the Company shall execute and complete any works and portions of the works which the said engineer shall deem necessary and expedient before they commence any other portion;

(7.) The said portion of railway and other works shall after commencement thereof, be proceeded with with all practicable despatch, and if in the opinion of the said principal engineer, or in case of difference in the opinion of an engineer to be appointed as aforesaid, the Company shall not be proceeding in the construction and execution of the said portion of the said railway and other works with all despatch as aforesaid, it shall be lawful for the North-western Company without let or hindrance from the Company, their contractors or servants, to enter upon the land and property acquired or occupied by the Company, and to do all acts and things, and to take possession of, and use all materials or plant necessary for the execution and completion of the said portion of railway and the said works, or so much thereof as the said principal engineer may consider desirable or expedient for the safety of their railway, property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof, in as free and commodious a manner as they might have used or occupied the same if the said portion of railway and the said works had not been commenced or constructed, and the Company shall on demand repay to the

North-western Company all payments, costs, damages and expenses which they may incur, become liable, or be put to, in or about the matters aforesaid;

(8.) The Company shall not (except with the previous consent of the North-western Company under their common seal) purchase or acquire any lands or property of the North-western Company, but the Company may purchase and take, and the North-western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter company as may be necessary for the construction of the said portion of Railway No. 3, in accordance with the provisions of this section;

(9.) During the construction of the said portion of railway under, across and adjoining, and near to or affecting the railways, property and works of the North-western Company, the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen, to be appointed by that company for watching their railways and the works thereof, with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger and accident, which may arise from any of the operations, or from the acts, or defaults of the Company, or their contractors, or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise;

(10.) The Company shall at all times maintain the said portion of railway and all the works connected therewith and incident thereto, by which the said railway shall be carried under, across and adjoining the railways, works and lands of the North-western Company in substantial repair and good order, to the reasonable satisfaction in all respects of the said principal engineer, and if and whenever the Company fail so to do, the North-western Company may make and do in and upon, as well the lands of the Company as their own lands, all such works, repairs and things as they may reasonably think requisite in that behalf, and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North-western Company by the Company, and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction;

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(11.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North-western Company, all costs, losses, damages and expenses which may be occasioned to that company or to any of their railways, works or property, or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connexion therewith, or of any act or omission of the Company, or of any of the persons in their employ or of their contractors or others, and the Company will effectually indemnify and hold harmless the North-western Company from all claims and demands, upon or against them, by reason of such execution or failure and of such act or omission;

(12.) The Company and the North-western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed;

(13.) Nothing in this Act contained shall extend to prejudice, alter or take away any of the rights, privileges or powers of the North-western Company otherwise than is herein expressly provided.

For protection of the Midland Railway Company.

9. In constructing and maintaining the works authorised by this Act, where the same will cross over and otherwise affect the railway and works of the Midland Railway Company (herein-after called "the Midland Company"), the Company shall be subject to the following conditions, videlicet:—

(1.) All works crossing or affecting the said railway shall be executed at the expense of the Company, under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Company, and according to plans and specifications to be previously submitted to such engineer, and reasonably approved by him in writing: Provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him, he shall be deemed to have approved thereof;

(2.) The bridges carrying the Railway No. 9 over the main line of the Midland Railway and over the Hendon crossing authorised by the Midland Railway (Additional Powers) Act, 1881 (in this section called "the Act of 1881"), shall each be constructed of a clear span of fifty feet, and with a clear headway of fourteen feet six inches;

44 & 45 Vict. c. cli.

(3.) The junction of Railway No. 11 with the Midland Railway shall be formed only with the goods lines of railway intended to be constructed under the powers of the Act of 1881;

(4.) If by reason of any works executed under the powers of or authorised by this Act the expense incurred by the Midland Company in executing the works necessary for carrying the public road called Colin Deep Lane, in the parish of Hendon, over the railway authorised by the Act of 1881 shall be increased, the excess of such expenditure shall be repaid by the Company to the Midland Company on demand, and in case of difference the amount of such excess shall be determined by arbitration, pursuant to the Railway Companies Arbitration Act, 1859; 22 & 23 Vict. c. 59.

(5.) The works shall be constructed and maintained, so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence, and to the reasonable satisfaction of the engineer of the Midland Company, and in all things at the expense of the Company;

(6.) If by reason of the construction or maintenance of the works, or any of them, or the failure of any of the works or of the maintenance thereof or otherwise, the Midland Railway or the works connected therewith shall be injured or the traffic thereon impeded, the Company shall compensate the Midland Company for all costs to which that company may be put in repairing the said damage, and shall also pay by way of liquidated damages to the Midland Company twenty pounds for every hour during which such traffic shall be impeded;

(7.) The Company shall also indemnify the Midland Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the Midland Railway, or by reason of any accident on the said railway, which interruption or accident shall have been occasioned by the acts or defaults of the Company, or any of their contractors, or their respective servants or workmen;

(8.) The Company shall not acquire any estate or interest in the lands and property of the Midland Company other than an easement, or right of constructing, or maintaining thereon the works by this Act authorised;

(9.) The amounts to be paid for the acquisition of such easement shall, in case of dispute, be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

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For protection of the Metropolitan Railway Company.

10. The Company in constructing Railways Nos. 7 and 8 under the powers of this Act shall be bound by and comply with the following restrictions and provisions:—

(1.) The Company shall construct the bridge and other works, by which Railway No. 7 will be carried over the Kingsbury Extension of the Metropolitan Railway, of such a length as to give the Metropolitan Railway a clear width between the abutments of not less than forty-eight feet, measured on the square, and a clear height of fifteen feet throughout, so as to enable the Metropolitan Railway Company (herein-after called "the Metropolitan Company") to widen their railway on the northern side thereof at such crossing, by the addition of two lines of railway, and all the works in or upon the lands of that company, for the purpose of carrying the railway over the railway of that company, shall be executed under the superintendence and to the reasonable satisfaction in all respects of the engineer of that company, but at the expense of the Company;

(2.) The junction between Railway No. 8 and the Kingsbury Extension of the Metropolitan Railway shall be made, either with the two existing lines of that extension, or (at the option of the Metropolitan Company) with the two additional lines which that company intend to lay down on the northern side of such existing lines, and such junction shall be effected in a substantial manner by means of connexion rails and points and other works, of such construction and laid in such manner as the engineer for the time being of the Metropolitan Company, may from time to time approve and require, and shall be executed to his satisfaction in all respects, and so that the railway shall not cross on the level those lines of the said Kingsbury Extension with which the junction is not to be made without the consent of the Metropolitan Company;

(3.) The Company shall at all times maintain the bridge or other works by which the Railway No. 7 shall be carried over the Metropolitan Railway, and also the aforesaid junction, and communication with the Metropolitan Railway, and the works necessary and incidental thereto in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Metropolitan Company, and if, and whenever the Company fail so to do, that company may make and do, in and upon as well the lands of the Company as their own lands, all such works and things as the Metropolitan Company may reasonably think requisite in that behalf, and

the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered with full costs by that company from the Company in any court of competent jurisdiction;

(4.) The bridge and other works by which the Railway No. 7 shall be carried over the Metropolitan Railway, and all works and conveniences connected therewith, and the said junction and works shall be made only according to such plans, elevation, sections, specifications and dimensions, as shall be submitted by the Company to the engineer of the Metropolitan Company, and reasonably approved by him in writing, before any of those works are begun, or in case of refusal or neglect to approve the same within one month of such submission of such plans, as shall be settled and determined by an engineer to be appointed by the Board of Trade;

(5.) The Company shall not, without in every case the previous consent of the Metropolitan Company in writing, under their common seal, take, use, enter upon, or interfere with any of the lands, railways or works, from time to time belonging to, or in the possession, or under the power of that company, except only such parts of their lands as it shall be necessary for the Company to take, use, enter upon or interfere with, for the purpose of making and maintaining the railways;

(6.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free, uninterrupted and safe user of the Metropolitan Railway, or any traffic thereon;

(7.) The Company shall bear and, on demand, pay to the Metropolitan Company the expense of the employment by that company, during the execution of the works affecting that company, of a sufficient number of inspectors and watchmen, to be appointed by that company, for watching their railway and its works with reference to and during the execution of such works, and for preventing as far as may be all interference, obstruction, danger and accident from any of the operations, or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors, with reference thereto or otherwise;

(8.) If by reason of the execution of any of the works of the Company, or the failure of any such works, or any act or omission of the Company, or of their contractors, or otherwise,

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the Metropolitan Railway, or any of the works connected therewith, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do then the Metropolitan Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of the Metropolitan Company by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction;

(9.) With reference to any lands, railway, or works of the Metropolitan Company, which the Company is by this Act authorised to take, use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Metropolitan Company may and shall sell and grant accordingly an easement or right of taking and using the same, for the purposes for which, but for this enactment, the Company might purchase and take the same;

(10.) Nothing in this Act contained shall extend to diminish, prejudice, alter or take away, any of the rights, privileges, or powers of the Metropolitan Company, otherwise than as is herein expressly provided;

(11.) Any difference which may arise between the two companies under this enactment, or with reference thereto, shall be from time to time settled by arbitration, in the manner provided by the Railway Companies Arbitration Act, 1859, for the settlement of disputes by arbitration.

Signals, &c. at points of junctions to be erected and maintained by the Metropolitan Railway Company.

11. The Metropolitan Company at the junction or junctions of their railway with Railway No. 8 hereby authorised, may from time to time erect, maintain, and alter such signals, and other works and conveniences and appoint and remove such watchmen, pointsmen, and other servants, as the Metropolitan Company may deem necessary for their protection against damage to or detention of, or interference with the traffic at or near the junction or junctions of Railway No. 8 hereby authorised with their railway, and the working and management of such signals, works, and conveniences, and the control and direction of such watchmen, pointsmen, and other servants shall belong exclusively to the Metropolitan Company, and

all the costs and expenses during each half year of erecting, maintaining, and altering such signals, works and conveniences, and of employing and paying such watchmen, pointsmen, and other servants shall at the expiration of each half year, be repaid to the Metropolitan Company on demand, and in default the amount of such costs and expenses may be recovered by the Metropolitan Company from the Company in any court of competent jurisdiction.

For protection of Great Northern Railway Company.

12. The powers of this Act with respect to the purchase and acquisition of lands, otherwise than by agreement, for the purposes of the Railways Nos. 12, 13, 14, 15, 16 and 17, and the junction curves thereof with the Great Northern Railway, and with respect to the making and maintaining of those railways, shall, unless with the previous consent of the Great Northern Railway Company (herein-after called "the Great Northern Company") in writing under their common seal, be exercised only subject to and in accordance with the following provisions:

(1.) The Company shall not, without, in every case, the previous consent of the Great Northern Company in writing under their common seal, take, use, enter upon or interfere with any land, railway, siding or other work from time to time belonging to or worked by that company, except only so far as shall be necessary for the purpose of making and maintaining the said railways, as the same are according to this Act to be constructed;

(2.) With respect to any land of the Great Northern Company which the Company is by this Act authorised to use, enter upon or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Great Northern Company may and shall sell and grant accordingly, an easement or right of using the same, for the purposes for which but for this enactment the Company might purchase and take the same;

(3.) The Railway No. 12, by this Act authorised, where it is intended to pass under the Edgware and the High Barnet Branches respectively of the Great Northern Railway, shall be so constructed as to pass under the same by means of a wrought-iron girder bridge, the flooring and girders of which shall be of wrought-iron, and so as to admit of the convenient making, maintaining and working of two lines of railway on each of the said branches, and without any alteration in the present levels thereof respectively. The Company shall, when required by the Great Northern Company, construct in a

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similar manner a bridge necessary for two additional lines of railway on each of the said branches;

(4.) The said Railway No. 13 shall be carried over the main line of the Great Northern Railway by means of a wrought-iron girder viaduct of the full width of that railway, with openings of not less than fifty feet span each on the square, with a headway of not less than fourteen feet six inches throughout;

(5.) The Railway No. 16, by this Act authorised, shall be carried over the main line of the Great Northern Railway by means of a wrought-iron girder viaduct to the full width of that railway, with openings of not less width than seventy-five feet span each on the square, with a headway of not less than fourteen feet six inches throughout;

(6.) The junction of the Railway No. 14, by this Act authorised, with the main line of the Great Northern Railway at Southgate Station, shall be effected at such point and in such manner and according to such mode of construction as shall be reasonably approved of by Richard Johnson, or other the principal engineer for the time being of the Great Northern Company;

(7.) The said portions of railways and works by this Act authorised, where the same will be made under, over or across or will otherwise interfere with any railway, siding or other work belonging to or worked by the Great Northern Company, shall, subject to the foregoing provisions of this enactment, be constructed according to plans, sections and specifications, and of such quality and strength of materials, and in such manner, as shall be previously submitted to and approved in writing by the said Richard Johnson or other such principal engineer, and the Company shall not commence the construction of the said portions of railways and works, or enter upon or interfere with any land, works or property belonging to or used by the Great Northern Company, until such plans, sections and specifications have been so submitted and approved: Provided always, that if the said Richard Johnson, or such other principal engineer, shall for the period of one month neglect or refuse to approve such plans, sections or specifications, or shall disapprove the same, then the said portions of railways and works shall be constructed according to plans, sections and specifications, to be submitted to and approved (subject however to the special provision of this section) by an engineer to be agreed upon, or in default of agreement to be appointed at the request of either the Company, or the Great Northern Company by the President for the time being of the Institution of Civil Engineers;

(8.) The said portions of railways and works, and all works necessary or incident to the construction thereof, or affecting the property or works of the Great Northern Company, shall be executed by and in all things at the expense of the Company, and under the superintendence, and to the satisfaction of the said Richard Johnson or such other principal engineer as aforesaid, and the Company shall execute and complete any works and portions of works, which the said engineer shall deem necessary and expedient before they commence any other portion;

(9.) The said portions of railways and works shall, after commencement thereof, be proceeded with with all practicable despatch, and if in the opinion of the said Richard Johnson or such other principal engineer, or in case of difference in the opinion of an engineer to be appointed as aforesaid, the Company shall not be proceeding in the construction and execution of the said portions of railways and other works with all despatch as aforesaid, it shall be lawful for the Great Northern Company, without let or hindrance from the Company, their contractors or servants, to enter upon the land and property acquired or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said portions of railways and works, or so much thereof as the said Richard Johnson or such other principal engineer may consider desirable or expedient for the safety of the Great Northern Railway property and works, or for preventing and removing any obstruction or interference with the safe and convenient user or occupation thereof, in as free and commodious a manner as the Great Northern Company might have used or occupied the same if the said portions of railways and works had not been commenced or constructed, and the Company shall, on demand, repay to that company all payments, costs, damages and expenses which they may incur, become liable or be put to, in or about the matters aforesaid;

(10.) Save with the consent of the Great Northern Company, the Company shall not in any manner in the execution of any of their works, except for the execution of the junctions by this Act authorised, remove or disturb any of the rails of the Great Northern Company's railway, sidings or other works, and the Company shall not interfere with the free, uninterrupted and safe use of the same, or of any traffic thereon;

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(11.) The Great Northern Company may, from time to time, either on their own lands or on the lands of the Company erect such signals and conveniences incident to the junction of Railway No. 14, with the main line of that company, and may from time to time appoint and remove such watchmen, switchmen and other persons as may be necessary for the prevention of danger to, or interference with the traffic at and near the said junction, and may also employ during the execution of any work affecting any railway, siding or other work of that company, a sufficient number of inspectors, watchmen and signalmen for watching and signalling the same, with reference to and during the execution of any such work of the Company, and for preventing as far as may be all interference, obstruction, danger and accident, from any of the operations or from the acts or defaults of the Company, or their contractors, or any person in the employ of the Company, or their contractors, with reference thereto or otherwise. The working and management of such signals and conveniences wherever situate, shall be under the exclusive regulation of the Great Northern Company, and all the expenses of erecting, maintaining, and, if necessary, of altering from time to time those signals and conveniences, and of employing such watchmen, switchmen, inspectors, signalmen and other persons as aforesaid, and all incidental current expenses shall, at the end of every half year, be repaid by the Company to the Great Northern Company, and in default thereof, may be recovered from them with full costs of suit in any court of competent jurisdiction;

(12.) If by reason of the execution or maintenance of any of the works or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any person in the employ of the Company, or of their contractors or otherwise, any railway, siding, or other work of the Great Northern Company shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Great Northern Company may make good the same, and recover the expenses thereof, with full costs, against the Company in any court of competent jurisdiction. And if any obstruction or interruption shall be occasioned to the traffic of or upon any such railway, siding, or other work of the Great Northern Company, by reason of any of the matters or causes aforesaid, the Company shall pay to that company all damages, costs and expenses to which that company may be put, and shall effectually indemnify the

Great Northern Company from all claims or demands upon or against them by reason or in consequence of such acts or defaults as aforesaid, and shall also pay by way of liquidated damages to the Great Northern Company five hundred pounds for every hour or part of an hour during which such traffic shall be obstructed, interrupted or impeded upon the main line of the Great Northern Company, and twenty-five pounds for every hour or part of an hour during which such traffic shall be obstructed, interrupted, or impeded, upon any branch line or sidings of the Great Northern Company, such costs, expenses and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction ; A.D. 1882.

(13.) The Company shall at all times maintain the bridges, arches, openings or other works, by which their railways are carried under or over the railways, sidings or other works of the Great Northern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company. And if and whenever the Company fail so to do, the Great Northern Company may make and do, in and upon, as well the lands of the Company as their own lands, all such works and things as that company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered with full costs by the Great Northern Company from the Company in any court of competent jurisdiction ;

(14.) If the Great Northern Company shall at any time hereafter be desirous, for the purpose of forming branches or sidings, to construct bridges under or over the said railways authorised by this Act, the Company shall afford to the Great Northern Company all reasonable and proper facilities for the construction of such bridges or sidings, according to plans to be agreed between the principal engineers of the two companies for the time being, or, in case of difference, to be determined by arbitration, as herein-before provided ;

(15.) The amounts to be paid for the acquisition of such easement as aforesaid shall, in case of dispute, be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement ;

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(16.) Any difference which may arise between the two companies under this enactment, or with reference thereto, and which is not herein-before otherwise specially provided for, shall be from time to time settled by arbitration, in the manner provided by the Railway Companies Arbitration Act, 1859, for the settlement of disputes by arbitration.

For protection of the Great Eastern Railway Company.

13. In constructing and maintaining the railways and works authorised by this Act, where the same will cross under or over, or form junctions with, and otherwise affect the railways and works of the Great Eastern Railway Company (herein-after called the Great Eastern Company), the Company shall be subject to the following provisions and conditions for the protection of the Great Eastern Company, that is to say :—

(1.) The Company shall not enter upon, take, use or interfere with any of the railways of the Great Eastern Company, or any of the lands or works of that company, or execute any works whatever under, over, or affecting the same until the Company shall have delivered to the Great Eastern Company plans and drawings of such intended works, and those plans and drawings shall have been approved in writing by the engineer for the time being of the Great Eastern Company, and all the intended works under, over or affecting the railways and works of the Great Eastern Company shall be executed by the Company according to such approved plans and drawings, and under the superintendence and control, and to the reasonable satisfaction of the engineer for the time being of the Great Eastern Company: Provided that if the said engineer shall not approve or disapprove the said plans and drawings within one month after they are submitted to him, he shall be deemed to have approved the same, and any difference which may arise between the Company and the Great Eastern Company as to the said plans and drawings shall be determined by arbitration in manner herein-after provided;

(2.) The junctions of the Railways Nos. 18 and 19 by this Act authorised with the Cambridge main line of the Great Eastern Company, in the parish of Edmonton, shall be made either with the two existing lines of that railway, or (at the option of the Great Eastern Company) with the two additional lines which they intend to lay down by the side of such existing lines; and the junction of Railway No. 21 by this Act authorised with the Colchester main line of the Great Eastern Railway shall be made either with the two existing lines of

that railway, or (at the option of the Great Eastern Company) with the two additional lines of railway which they intend to lay down by the side of such existing lines; and all works required for effecting such junctions, and the junction of Railway No. 24 by this Act authorised with the railway of the Great Eastern Company, in the parish of West Ham, or affecting the lands and works of the Great Eastern Company, or within fifty yards thereof, shall be made according to plans and sections first approved in writing by the engineer of the Great Eastern Company, and in all things at the expense of the Company, and the said junctions shall be made under the superintendence and control and to the reasonable satisfaction in all things of the engineer of the Great Eastern Company, and as regards the said Railways Nos. 18, 19 and 21 so as to provide for the widening of the said Cambridge and Colchester main lines respectively, by the laying down of two additional lines of railway in each case: Provided that if the said engineer shall not approve or disapprove the said plans and drawings within one month after they are submitted to him, he shall be deemed to have approved the same, and any difference which may arise between the Company and the Great Eastern Company as to the said plans and drawings shall be determined by arbitration in manner herein-after provided;

(3.) The Great Eastern Company, at or near the junctions between the said Railways Nos. 18 and 19 and the Cambridge main line, and between the said Railway No. 21 and the Colchester main line, and between the junctions of the said Railway No. 24 with the railway of the Great Eastern Company, in the parish of West Ham, may from time to time erect, maintain and alter such signals and other works and conveniences, and appoint and remove a sufficient number of watchmen, pointsmen and other servants as may be necessary for their protection against damage to or detention of or interference with the traffic at or near the said junctions; and the working and management of such signals, works and conveniences, and the control and direction of such watchmen, pointsmen and other servants shall belong exclusively to the Great Eastern Company, and all the costs and expenses during each half year of erecting, maintaining and altering such signals, works and conveniences, and of employing and paying such watchmen, pointsmen and other servants, shall, at the expiration of each half year ending the thirtieth day of June and the thirty-first day of December, be repaid to the Great Eastern Company on demand, and in

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default the amount of such costs and expenses may be recovered by the Great Eastern Company from the Company in any court of competent jurisdiction;

(4.) If by reason or in consequence of the construction of the junctions of Railways Nos. 18 and 19 with the said Cambridge main line, of Railway No. 21 with the said Colchester main line, and of Railway No. 24 with the railway of the Great Eastern Company, in the parish of West Ham, the Great Eastern Company should think it requisite having reference to the reasonable necessity of the case, or should be compelled to make and maintain any additional works and things upon or in connexion with the said Cambridge and Colchester main lines and the said railway of the Great Eastern Company, in the parish of West Ham (including a bridge to carry over the railway Angel Road which now crosses the said Cambridge main line on the level near the proposed points of junction of the said Railways Nos. 18 and 19 with that railway), the Great Eastern Company may make and construct in and upon the land of the Company, as well as on their own lands, all such works and things as they may think requisite or desirable, but so that such works and things shall not interfere with the uninterrupted and safe use of the Company's railway, or of any traffic thereon, and the sum from time to time certified by their engineer to be a reasonable amount expended upon the construction and maintenance of such works and things, shall be paid to them by the Company, and the same in default of full repayment may be recovered with full costs by the Great Eastern Company from the Company in any court of competent jurisdiction: Provided that if the Company dispute the necessity of the works, or that they are or any part thereof caused through the construction of the railway of the Company, or if the Company dispute the amount expended thereon, or any other matter and thing relating thereto, the same shall be referred to arbitration in manner herein-after provided;

(5.) The Great Eastern Company may at any time or times hereafter, at their own expense, alter or remove the junctions by this Act authorised, or any of them, of the said Railways Nos. 18, 19, 21 and 24, with the railways of the Great Eastern Company, and substitute a new junction or new junctions as the case may be therefor, but so as such alteration or removal, or substitution, as the case may be, shall not stop the traffic on the said Railways Nos. 18, 19, 21 and 24, as the case may be, or unnecessarily interfere therewith;

(6.) The Company shall construct the bridge and other works by which Railway No. 17 shall be carried over the Enfield line of the Great Eastern Company, in the parish of Edmonton, if not constructed upon the centre line shown upon the deposited plans, in such line within the limits of deviation as shall be reasonably approved by the engineer of the Great Eastern Company; and the said bridge and other works shall be constructed of such length as to give a clear width between the abutments of the said bridge of not less than ninety-four feet measured on the square, and of a clear height of fourteen feet six inches throughout from the level of the existing lines of railway upon the said branch, so as to enable the Great Eastern Company to widen the said railway by the addition of two lines of railway, to be laid down in such manner as their engineer may determine;

(7.) The Company shall construct the bridge and other works by which Railway No. 17 shall be carried over the Cambridge main line of the Great Eastern Railway, in the parish of Edmonton, of two clear spans of forty-eight feet and twenty-five feet respectively measured on the square, and of a clear height of fourteen feet six inches throughout from the level of the existing lines of railway upon the said main line, so as to enable the Great Eastern Company to widen the said railway by the addition of four lines of railway, to be laid down in such manner as their engineer may determine;

(8.) The Company shall construct the bridge and other works by which Railway No. 18 shall be carried over the Cambridge main line of the Great Eastern Railway, in the parish of Edmonton, of two clear spans of forty-eight feet and twenty-five feet respectively measured on the square, and of a clear height of fourteen feet six inches throughout from the level of the existing lines of railway upon the said main line, so as to enable the Great Eastern Company to widen the said railway by the addition of four lines of railway, to be laid down in such manner as their engineer may determine;

(9.) The Company shall construct the bridge and other works by which Railway No. 22 shall be carried over the Colchester main line of the Great Eastern Railway, in the parish of Barking, of such length as to give a clear width between the abutments of the said bridge of not less than forty-eight feet measured on the square, and of a clear height of fourteen feet six inches throughout from the level of the existing lines of railway upon the said main line, so as to enable the Great

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Eastern Company to widen the said railway by the addition of two lines of railway, to be laid down in such manner as their engineer may determine;

(10.) The Company shall construct so much of Railway No. 20 as shall pass under the Chingford and the Loughton branches respectively of the Great Eastern Company, in the parishes of Walthamstow and Wanstead respectively, if not constructed upon the centre line shown upon the deposited plans, in such line within the limits of deviation as shall be reasonably approved by the engineer of the Great Eastern Company, and shall be constructed so as to leave undisturbed at all times the lines of railway upon the said branches and the other works connected therewith, and the said Railway No. 20 shall be constructed of sufficient strength and in such a way as shall be reasonably approved by the engineer of the Great Eastern Company, so as to admit of that company widening the said Chingford and Loughton branches respectively, by constructing two additional lines of railway upon each of the said branches at the points where the said Railway No. 20 will cross underneath them respectively;

(11.) The Company shall at all times maintain all junctions, bridges and other works over, under or in any way affecting the railways and works of the Great Eastern Company and the works necessary and incidental thereto in substantial repair and good order and condition, under the superintendence of and to the reasonable satisfaction in all respects of the engineer of the Great Eastern Company, and if and whenever the Company fail so to do, that company may make and do, in and upon as well the lands of the Company as their own lands, all such works and things as the Great Eastern Company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and, in default of full repayment, may be recovered, with full costs, by that company from the Company in any court of competent jurisdiction;

(12.) The railways and other works by this Act authorised shall, so far as they affect any of the railways or works of the Great Eastern Company after the commencement thereof, be proceeded with with all practicable despatch; and if, in the reasonable opinion of the engineer of the Great Eastern Company, the Company shall not be proceeding in the construction and execution of the said railways and other works or any of

them with all despatch as aforesaid, it shall be lawful for the Great Eastern Company, without let or hindrance from the Company, their contractors or servants, to enter upon the land and property acquired or occupied by the Company, and to do all acts and things, and to take possession of and use all materials or plant necessary for the execution and completion of the said railways and works, or so much thereof as the engineer of the Great Eastern Railway may reasonably consider desirable or expedient for the safety of their railways, property and works, or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof, in as free and commodious a manner as they might have used or occupied the same if the said railways and works had not been commenced or constructed, and the Company shall on demand repay to the Great Eastern Company all payments, costs, damages and expenses which they may incur, become liable, or be put to in or about the matters aforesaid;

(13.) During the construction of the railways and works by this Act authorised under, over, across, adjoining, near to, or affecting the railways, property and works of the Great Eastern Company, the Company shall bear, and on demand pay to that company all expense of employment by them of a reasonably sufficient number of inspectors, signalmen and watchmen to be appointed by that company for watching their railways and the works thereof with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger and accident which may arise from any of the operations, or from the acts or defaults of the Company or their contractors, or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise;

(14.) The Great Eastern Company may at any time or times hereafter, by giving one month's notice to the Company, and without payment of any sum of money by way of acknowledgment for the easement which may be required for the purpose, construct and thereafter maintain, at their own expense, any further additional line or lines of railway, sidings, platforms or buildings in connexion with the said Chingford and Loughton branches respectively over the Railway No. 20 by this Act authorised, as they may consider necessary or desirable, but the Great Eastern Company shall not, in any manner, in the execution of any of their works, remove or disturb any of the rails of the Company's railway, sidings or

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other works, and the Great Eastern Company shall not interfere with the free, uninterrupted and safe use of the same or of any traffic thereon;

(15.) All junctions, bridges and works by this Act authorised, with, over, under or in any way affecting the railways of the Great Eastern Company, shall be constructed and maintained so that the traffic upon the railways of the Great Eastern Company, or any of them, shall not be in anywise impeded or interfered with;

(16.) If by reason of the construction or maintenance of the railways and works by this Act authorised, or any of them, or the failure of any of the works or of the maintenance thereof, or otherwise, any of the railways of the Great Eastern Company, or the works connected therewith, shall be injured or damaged or the traffic thereon impeded, the Company shall compensate the Great Eastern Company for all costs, damages and expenses to which that company may be put thereby, and shall also pay, by way of liquidated damages, to the Great Eastern Company one hundred pounds for every hour during which such traffic shall be impeded upon the Cambridge or Colchester main lines of the Great Eastern Company, and twenty-five pounds for every hour during which such traffic shall be impeded upon any other lines of the Great Eastern Company;

(17.) The Company shall also indemnify the Great Eastern Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on any of the railways of the Great Eastern Company, or by reason of any accident on the said railways, or any of them, which interruption or accident shall have been occasioned by the acts or defaults of the Company, or any of their contractors or their respective servants or workmen;

(18.) The Company shall not acquire any estate or interest in the lands and property of the Great Eastern Company, other than an easement, or right of constructing or maintaining thereon the works by this Act authorised;

(19.) The amounts to be paid for the acquisition of such easement shall, in case of dispute, be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement;

(20.) Nothing in this Act contained shall extend to diminish, prejudice, alter or take away any of the rights, privileges or powers of the Great Eastern Company, otherwise than as is herein expressly provided;

(21.) Any difference which may arise between the two companies under this enactment, or with reference thereto, shall be from time to time settled by arbitration, in the manner provided by the Railway Companies Arbitration Act 1859, for the settlement of disputes by arbitration.

For protection of the London, Tilbury, and Southend Railway Company.

14. The following provisions with reference to the railway of the London, Tilbury and Southend Railway Company (herein-after called "the Tilbury Company"), and to the Tilbury Company, shall apply and have effect:—

(1.) The Company shall construct the Railway No. 24 by this Act authorised, where it will cross the main line and the Forest Gate Branch of the Tilbury Company, so that it shall be carried over the same respectively by means of bridges so constructed as to admit of the future widening of those railways respectively to the extent of two additional lines of railway, and with a clear width between the abutments of not less than forty-eight feet, measured on the square, and a clear height of at least fourteen feet six inches throughout;

(2.) The Company shall at all times maintain the bridges or other works by which the Railway No. 24 will be carried over the railways of the Tilbury Company, and also the junction of Railway No. 23 by this Act authorised with the Forest Gate Branch of the Tilbury Company, and the works necessary and incidental thereto in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Tilbury Company, and if, and whenever the Company fail so to do, that company may make and do, in and upon, as well the lands of the Company as their own lands, all such works and things as the Tilbury Company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered with full costs by that company from the Company in any court of competent jurisdiction;

(3.) The bridges or other works by which the Railway No. 24 by this Act authorised will be carried over the railways of the Tilbury Company, and all works and conveniences connected therewith, and the said junction of Railway No. 23 by this Act authorised with the Forest Gate Branch of the Tilbury Company, shall be made only according to such plans, elevation, sections, specifications and dimensions as shall be submitted by the Company to the engineer of the Tilbury Company, and reasonably approved by him in writing before any of those

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works are begun, or in case of refusal or neglect to approve the same within one month of such submission of such plans, as shall be settled and determined by an engineer to be appointed by the Board of Trade;

(4.) The Company shall not, without in every case the previous consent of the Tilbury Company, in writing under their common seal, take, use, enter upon or interfere with any of the lands, railways or works from time to time belonging to, or in the possession, or under the power of that company, except only such parts of their lands as it shall be necessary for the Company to take, use, enter upon or interfere with, for the purpose of making and maintaining the said railways in accordance with the provisions of this Act;

(5.) The Company shall not, in any manner, in the execution of any of their works, obstruct or interfere with the free, uninterrupted and safe user of the railway of the Tilbury Company, or any traffic thereon;

(6.) The Company shall bear, and on demand, pay to the Tilbury Company the expense of the employment by that company, during the execution of the works affecting the railway of the Tilbury Company, of a sufficient number of inspectors and watchmen, to be appointed by that company, for watching their railway and its works with reference to and during the execution of such works, and for preventing as far as may be all interference, obstruction, danger and accident from any of the operations, or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors, with reference thereto or otherwise;

(7.) If by reason of the execution of any of the works of the Company, or the failure of any such works, or any act or omission of the Company, or of their contractors, or otherwise, the railway of the Tilbury Company or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Tilbury Company may make good the same and recover the expense thereof, with full costs against the Company, in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of the Tilbury Company by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such

interruption, such costs, expenses and compensation to be recoverable, with full costs, by that company from the Company in any court of competent jurisdiction;

(8.) With reference to any lands, railway or works of the Tilbury Company, which the Company is by this Act authorised to take, use, enter upon or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Tilbury Company may and shall sell and grant accordingly an easement or right of taking and using the same, for the purposes for which, but for this enactment, the Company might purchase and take the same;

(9.) The Tilbury Company may, from time to time, either on their own lands or on the lands of the Company, erect such signals and conveniences incident to the said junction, and may, from time to time, appoint and remove such watchmen, switchmen and other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the said junction. The working and management of such signals and conveniences, wherever situate, shall be under the exclusive regulation of the Tilbury Company, and all the expenses of erecting and maintaining, and, if necessary, of altering, from time to time, those signals and conveniences, and of employing those watchmen, switchmen and other persons, and all incidental current expenses shall at the end of every half year be repaid by the Company to the Tilbury Company, and in default thereof, may be recovered from them with full costs of suit in any court of competent jurisdiction;

(10.) Subject to the provisions of this Act, the provisions of the Railways Clauses Act, 1863, relating to junctions, shall apply to the junction in manner aforesaid of the Railway No. 23 with the railway of the Tilbury Company;

(11.) If any difference shall arise between the Company and the Tilbury Company as to the true intent and meaning of this enactment, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

For protection of the Willesden Local Board.

15. With regard to the footpaths, roads, streets and lands within the district of the Willesden Local Board, the following provisions shall take effect, that is to say:—

(1.) At the crossing of the occupation road numbered 29 on the deposited plans of Railway No. 6, the rails shall be raised at least one foot above the present surface of roadway;

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(2.) No part of the field numbered 32 on the deposited plans of Railway No. 6, shall be taken by the Company;

(3.) The public road called Dog Lane, numbered 19 on the deposited plans of Railway No. 6, shall be raised and carried over that railway by a bridge, of not less width than forty feet, with parapets of not less than six feet in height, and the gradients and approaches to the same shall not be less than one in thirty.

For protection of the Hendon Local Board.

16. With regard to the footpaths, roads and streets within the district of the Hendon Local Board (in this section called "the local board"), mentioned or referred to in this section, the following provisions shall take effect, that is to say:—

(1.) The two footpaths situate in the fields numbered 1, 1a and 2 on the deposited plans of Railway No. 9, shall be carried by a tunnel under the Railway No. 9 at the point marked and measured one mile two and a half chains or thereabouts on the deposited plans. The footpath situate in the field numbered 1 shall be diverted and carried along the bottom of the embankment to a distance of eleven chains or thereabouts from such proposed tunnel to another tunnel herein-after described. Such tunnel shall have a clear headway of eight feet, and a clear width of not less than ten feet. The diverted footpath shall be carried along the said embankment, and be at least six feet wide, and shall be properly made up and metalled with materials to the reasonable satisfaction in all respects of the surveyor of the local board;

(2.) The footpaths situate in the fields numbered 2a, 3a, and 4 on the deposited plans of Railway No. 9, shall be diverted, and a tunnel made under that railway at a distance of twelve chains from the parish boundary, at the point marked and measured one mile thirteen and one-half chains or thereabouts on the deposited plans;

(3.) The bridge by which the Railway No. 9 is proposed to be carried over the Edgware Road, numbered 9 on the deposited plans of that railway shall be a girder bridge with a span of not less than sixty feet so as in no way to interfere with the existing width of the said roadway: all proper supporting columns may be erected, provided they are not erected at a greater distance than twelve feet from the abutments of the bridge on either side. Such bridge shall have a headway of not less than eighteen feet. In the event of it being necessary for the Company to alter or interfere with the said road for the purpose of obtaining such headway, the Company shall

not alter or interfere therewith so as to afford a steeper gradient than one in fifty, and the road shall be made up with double curb stones and properly metalled: the Company shall also provide proper screens to the bridge and its approaches to the reasonable satisfaction of the surveyor of the local board;

(4.) The footpaths in the fields numbered 37, 38, 39 and 43, on the deposited plans of Railway No. 9, shall not be interfered with, altered or diverted, except so far as is necessary for the construction of the piers of the viaduct;

(5.) The bridge over Colin Deep Lane or Ancient Street, numbered 46 on the deposited plans of Railway No. 9, shall have a clear span of not less than forty feet, with a headway of not less than fifteen feet, and in the construction of such bridge the Company shall not deviate, interfere with or alter the road proposed to be constructed by the Midland Company, under the provisions of section twenty-one of the Midland Railway (Additional Powers) Act, 1881, nor shall the Company alter the level of the said road so as to make the gradients steeper than one in twenty-two, and shall in all respects conform to the stipulations of sub-section four of the aforesaid section twenty-one of the Midland Railway (Additional Powers) Act, 1881, so far as the same are applicable;

(6.) The footpath commencing in Ancient Street, passing through the fields numbered respectively 49, 52, and 54, on the deposited plans of Railway No. 9, shall be diverted and carried along the foot of the embankment on the north side thereof, and be re-connected by a tunnel under the Railway No. 9 of a width of not less than ten feet, with a headway of not less than eight feet, situated at a point between the Midland Railway and Hall Lane to be agreed upon between the Company and the local board;

(7.) The footpath in the field numbered 54, on the deposited plans of Railway No. 9 shall be diverted and carried along the foot of the embankment on the north side thereof, until it reaches Hall Lane;

(8.) The railway shall be carried over the road numbered 62 on the deposited plans of Railway No. 9 by a bridge at right angles to that railway, with a span of not less than forty feet and a headway of not less than eighteen feet, and the road shall be diverted accordingly;

(9.) The footpath in the fields numbered 67 and 68 on the deposited plans of Railway No. 9 shall be carried over that railway by a bridge, not less than six feet in width;

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(10.) The railway shall be carried over the road numbered 10 on the deposited plans of Railways Nos. 11, 11A, by a bridge with a span of not less than forty feet, and a headway of not less than eighteen feet, and the gradients of the roadway shall not be altered or interfered with;

(11.) The footpaths in the fields numbered 1, 2, 9, 10 and 11, on the deposited plans of Railway No. 12 shall be carried over the railway by bridges not less than six feet in width;

(12.) The footpaths passing through the field numbered 15 on the deposited plans of Railway No. 12, shall be carried under that railway by means of a tunnel, with a headway of not less than eight feet, and a width of not less than ten feet;

(13.) The roadway No. 18 on the deposited plans of Railway No. 12 shall be carried over that railway by means of a bridge, such bridge and its approaches having a width of not less than thirty feet with a parapet wall of not less than six feet in height, and the gradient of such road shall not be less than one in twenty-five;

(14.) The footpath running through the fields numbered 28 and 29 on the deposited plans of Railway No. 12 shall be diverted and carried along the foot of the embankment on the south side thereof, such footpath to be of a width of six feet;

(15.) The bridge carrying the railway over the road numbered 33 on the deposited plans of Railway No. 12 shall have a span of not less than forty feet and a headway of not less than sixteen feet, and the gradients of the said road shall not be altered or interfered with, nor shall the said road be diverted.

For protection of the Hendon Union guardians.

17. For the protection of the guardians of the Hendon Union (herein-after called "the said guardians"), the following provisions shall apply and have effect:—

(1.) The Railway No. 5 shall be carried over the public road numbered 3 on the deposited plans of that railway, in the parish of Harrow-on-the-Hill, by a bridge to be so constructed, and at all times maintained, as to give a roadway between the abutments of the bridge, and the approaches thereto of not less than forty feet clear width, and a headway of not less than sixteen feet, and the present level of the said road shall not be altered;

(2.) The public roads numbered respectively 13 and 19 on the deposited plans of Railway No. 9, in the parish of Kingsbury, shall be carried over that railway by means, in each case, of a bridge. The roads numbered 29 and 30 on the deposited plans

of the same railway, in the parish of Kingsbury, shall be diverted, as shown on a plan signed by the surveyor of the said guardians, and carried over that railway by means of a bridge: all such bridges respectively and the approaches thereto shall be so constructed as to give a clear width of roadway of not less than thirty feet, and the inclination of such approaches shall not be steeper than one in thirty;

(3.) The public footpath in the field numbered 31 on the deposited plans, of Railway No. 9, in the parish of Kingsbury, proposed to be diverted and crossed by that railway, and the public footpath in the field numbered 2 on the deposited plans of the Railway No. 9, in the parish of Hendon, proposed to be crossed by that railway, shall be carried under the Railway No. 9, and for that purpose the Company shall construct and maintain a subway or opening under the Railway No. 9, with proper and convenient approaches thereto, and such subway or opening shall be of the clear width of not less than six feet and shall be of the clear height of not less than eight feet and the subway and approaches shall be so constructed and shall be maintained at the expense of the Company as to keep the footpath at all times well drained and free from water;

(4.) At the point where the Railway No. 9 crosses the footway in the field numbered 21 on the deposited plans of that railway, in the parish of Kingsbury, the Company shall make and maintain a footbridge over that railway of not less than five feet in width, with approaches thereto of the same width, by means of steps having one foot clear tread and six inches rise, and the edges of the said steps shall be rounded.

For protection of Finchley Local Board.

18. For the protection of the Finchley Local Board (in this section called "the local board") the following provisions shall apply and have effect:—

(1.) The roads numbered 23, 103 and 108 respectively on the deposited plans, in the parish of Finchley, shall be carried over the Railway No. 12 by this Act authorised, by means of a bridge in each case so constructed and at all times maintained as to give a clear width between the parapets thereof of not less than forty feet in the case of the said road numbered 23, thirty feet in the case of the said road numbered 103, and sixty feet in the case of the said road numbered 108. The said railway shall be carried over the road numbered 5 on the deposited plans, in the said parish, by means of a bridge to be so constructed and at all times maintained as to give a clear width between the abutments thereof of not less than forty feet, with a height from the road to the crown of the arch of not

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less than sixteen feet. The roads numbered 10 and 15 on the said plans in the said parish may, with the consent of the owners thereof, be stopped and diverted in accordance with a plan to be signed by the surveyor of the local board and the engineer of the Company; the roads or streets substituted for the said roads or streets numbered 10 and 15, so stopped up as aforesaid shall be constructed in conformity with the byelaws of the local board;

(2.) The railway shall be carried over the stream known as Dollis Brook in such manner as that there may be left a clear waterway of at least twenty feet in width and not less than twenty feet in height, and the existing pathway over the glebe land, numbered 114 on the deposited plans, in the said parish, shall be carried over the railway by a footbridge at right angles to the railway of at least six feet in clear width of footway, and such footbridge shall be constructed subject to the reasonable approval of the surveyor of the local board.

For protection of the Tottenham Local Board.

19. And whereas the railway is intended to be carried over certain roads or highways, within the parish or district of Tottenham, in the county of Middlesex, therefore the following provisions shall apply and take effect:—

Height and span of certain bridges.

(1.) In crossing the said roads or highways, the Railway No. 17 shall be carried over the same respectively, so that the bridges shall, except in so far as may be otherwise agreed to by the Tottenham Local Board of Health (in this section called "the local board"), be of the clear widths and heights throughout on the square as next herein-after mentioned (that is to say):—

No. on deposited Plan.	Name of Road or Highway.	Of a clear Span of	Of a Height of
360	Willoughby Lane - -	40 feet	17 feet
290	High Street - - -	Present width	16 feet
261	Queen Street - -	36 fe t	14 feet
218	Green Lanes - - -	Present width not exceeding 50 feet	18 feet
186	Parkhurst Road - -	36 feet	16 feet
158	St. Michael's Road - -	40 feet	16 feet
145	Palmerston Road - -	40 feet	16 feet
131	Marlborough Road - -	36 feet	16 feet
109	Whittington Road -	40 feet	16 feet
74	Queen's Road - - -	40 feet	15 feet
52	Brownlow Road - -	40 feet	14 feet
49	Maidstone Road - -	40 feet	14 feet
12	Bound's Green Lane -	40 feet	16 feet

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Prescribing manner of crossing roads in Tottenham.

(2.) The said road No. 261 may be lowered in order to carry it under the railway, and the gradients of the approaches to the bridge shall not be steeper than one in thirty. The said road No. 52 may be lowered two feet with gradients of one in forty on the north side of the railway, and one in thirty on the south side. The said road No. 49 may be lowered one foot with a level approach on the north side of the railway, and gradients of one in thirty on the south side. The said road No. 74 may be lowered one foot with gradients of one in forty on the north side of the railway, and one in thirty on the south side;

The Company shall not, save with the consent of the local board, alter the level or inclination of any public road (with the exception of the public road numbered 230 on the deposited plans) within the district of Tottenham, except to the extent in this section expressly authorised, and all bridges and works aforesaid shall be constructed so as to deaden so far as is practicable the sound of engines, carriages and traffic passing over them;

As to crossing footpaths.

(3.) All footpaths and rights of way crossed by the railway shall be of the minimum width of seven feet, and height of nine feet: Provided always that the foundations of the piers of all bridges shall be built so as not to be injurious to the sewers, and all bridges shall be so constructed, as that water shall not run or come through any of them upon the said roads, streets or highways respectively;

Streets not to be broken up without notice to local board.

(4.) The Company shall not break up or disturb any road or highway, footpath or place under the control or direction of the local board, unless at least seven days' previous notice in writing of their intention so to do specifying the road, highway, footpath or place intended to be broken up or disturbed be given to the surveyor of such board, or left for him at the offices of the said board; and when the Company shall break up or disturb any such road, highway, footpath or place, they shall so soon as the works affecting it are completed, and at the furthest within six months from the day on which those works respectively were begun, restore the road, highway, footpath or place to as good a condition as it was in when it was broken up or disturbed, under the superintendence and to the reasonable satisfaction of their surveyor; and the Company shall keep the same in repair for twelve months thereafter; and if the Company fail to restore the road, highway, footpath or place within the prescribed six months, the local board may

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restore the road, highway, footpath or place, and recover the expense of such restoration from the Company;

Company to restore sewers, drains, &c., broken up.

(5.) The Company shall, to the reasonable satisfaction of the surveyor of the local board, under whose control the same may be, restore all sewers, drains, water pipes, hydrants, gas pipes, and gullies in the roads, highways and public places which shall be broken up, destroyed or damaged in the execution of the works by this Act authorised, or provide instead thereof, other proper and sufficient sewers, drains, water pipes, hydrants, gas pipes and gullies;

For the protection of the sewers, &c., of the local board.

(6.) Where any of the works to be done under or by virtue of this Act shall or may pass over or under or by the side of so as to interfere with any sewer, drain, water pipe, watercourse, gas pipe, hydrant, defence or work under the jurisdiction or control of the local board, or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control, the Company shall not commence such works until they shall have given to the said board twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the said board for the time being, with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto, and until the local board shall have signified their approval of the same, unless such board do not signify their approval or disapproval within twenty-one days after delivery or service of the said plan, section and particulars as aforesaid, and the Company shall comply with and conform to all reasonable directions and regulations of the said board in the execution of the said works, and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to, by, or by reason of the said works or any part thereof, and shall save harmless the said board against all and every the expenses to be occasioned thereby, and all such works shall be done under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the said board at the cost, charges and expenses in all respects of the Company, and all costs, charges and expenses which the local board may be put to by reason of the works of the Company, whether in the execution of the works, the preparation or examination of plans or designs, superintendence or otherwise shall be paid to the said board by the Company, on demand; and when any new, altered or substituted works, as aforesaid,

or any works connected therewith, shall be completed by, or at the costs, charges or expenses of the Company, under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction and control of the said board, as any sewers or works now are or hereafter may be, and, except only as is by this Act expressly provided, nothing in this Act shall extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested, or to be vested in the said board or their successors, but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed;

Drainage works to be subject to local board.

(7.) All sewers, drains, water pipes, watercourses, hydrants, gas pipes, gullies and works of drainage made by the Company within the parish of Tottenham, shall be subject in all respects to the jurisdiction of the local board;

Saving rights of the local board. 38 & 39 Vict. c. 55.

(8.) Except only as is by this Act expressly provided, nothing in this Act contained shall extend to prejudice, derogate from or diminish any of the rights and privileges of the local board, under and by virtue of the Public Health Act, 1875, or any of the Acts of Parliament incorporated therewith, but the same shall be and remain in as full force and effect as if this Act had not been passed.

For the protection of the Southgate Local Board.

20. The provisions contained in the last preceding section for the protection of the parish or district of Tottenham shall extend and apply mutatis mutandis to and for the protection of the district of the local board of Southgate, in the parish of Edmonton, subject to the following additions and provisions, namely:—Railway No. 17 shall be carried over Jones' Lane, numbered 3 on the deposited plans, in the parish of Edmonton, by a bridge of the clear width of forty feet and of the clear height of sixteen feet throughout, measured on the square.

The bridge carrying that railway over Green Lanes, in the district of the local board of Southgate, shall be of the width of fifty feet.

The bridge carrying the road over that railway in Wolves' Lane, numbered 230 on the deposited plans, in the parish of Tottenham, in the district of the local board of Southgate, shall be of the clear width of thirty-five feet; and in construing that section for the purposes of this section the Tottenham Local Board of Health, and the local board shall mean the local board of Southgate, and the expression the surveyor to the local board shall mean the surveyor for the time being of the local board of Southgate.

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As to railway in parish of Hornsey.

21. The Company may make the bridge for carrying the Railway No. 12, by this Act authorised, over the public road numbered 4 on the deposited plans, in the parish of Hornsey of a clear span of not less than thirty-six feet, and of any height not less than fifteen feet.

For protection of the Edmonton Local Board.

22. For the protection of the Edmonton Local Board of Health (in this section called "the local board"), the following provisions shall apply and have effect:—

As to crossing of roads or highways.

(1.) In every case where it is proposed to cross over any of the roads or highways under the control of the local board, the railway shall be carried over such roads or highways by straight girder bridges, leaving a space of equal height spanning over the whole of such roads and highways respectively, and the said bridges shall be so constructed that no part of the abutments or piers thereof, or any other obstructions whatever, shall stand upon any part of the carriage-way or footways of any such road. The bridges to be constructed over the roads and highways herein-after mentioned, shall be of the width and height herein-after also mentioned; and all existing footways in the parish of Edmonton, by or adjacent to the Tottenham boundary, shall, so far as they come within the limits of the railway, be maintained by the Company with a minimum width of four feet;

Providing for method of constructing bridges over footpaths.

(2.) Bridges shall be provided by the Company for all footpaths and rights of way crossed by the railway, and such bridges shall be of the minimum width of seven feet and height of nine feet: Provided always, that the foundations of the piers of the said bridges shall be built so as not to be injurious to the sewers, and the said bridges shall be so constructed that water shall not run or come through any of them upon the said roads or highways respectively;

Streets not to be broken up without notice to local board.

(3.) The Company shall not break up or disturb any road or highway, footpath or place under the control or direction of the local board unless at least seven days' previous notice in writing of their intention so to do, specifying the road, highway, footpath or place intended to be broken up or disturbed be given to the surveyor of such board, or left for him at the offices of the said board, and when the Company shall break up or disturb any such road, highway, footpath or place they shall, so soon as the works affecting it are completed, and at the furthest within six months from the day on which those works respectively were begun, restore the road, highway, footpath or place to as good a condition as it was in when it

was broken up or disturbed, under the superintendence and to the reasonable satisfaction of the surveyor of the local board, and the Company shall keep the same in repair for twelve months thereafter, and if the Company fail to restore the road, highway, footpath or place within the prescribed six months, or to keep the same in repair for twelve months thereafter, as aforesaid, the local board may restore the road, highway, footpath or place, or keep the same in repair for such period as aforesaid, and recover the expense of such restoration or maintenance, as aforesaid, from the Company;

Company to restore sewers, drains, &c., broken up.

(4.) The Company shall, to the reasonable satisfaction of the surveyor of the local board, under whose control the same may be, restore all sewers, drains, water pipes, hydrants, gas pipes and gullies in the roads, highways and public places, which shall be broken up, destroyed or damaged in the execution of the works by this Act authorised, or provide instead thereof other proper and sufficient sewers, drains, water pipes, hydrants, gas pipes and gullies, to the satisfaction of the said surveyor;

For the protection of the sewers, &c., of the local board.

(5.) Where any of the works to be done under or by virtue of this Act shall or may pass over or under or by the side of or so as to interfere with any sewer, drain, water pipe, watercourse, gas pipe, hydrant, defence or work, under the jurisdiction or control of the local board, or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control, or the outfalls of their drainage in the adjoining parish of Tottenham, the Company shall not commence such works until they shall have given to the local board fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the said board for the time being, with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto, and until such board shall have signified their approval of the same, unless the local board do not signify their approval or disapproval within fourteen days after delivery or service of the said plan, section and particulars as aforesaid, and the Company shall comply with and conform to all reasonable directions and regulations of the said board in the execution of the said works, and shall provide, by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers, drains, watercourses, outfalls and works herein-before referred to, by or by reason of the said works or any part thereof, and shall save harmless the said board against all and every the expenses to be occasioned thereby,

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and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer or surveyor for the time being of the said board at the costs, charges, and expenses in all respects of the Company, and all costs, charges, and expenses which the local board may be put to by reason of the works of the Company, whether in the execution of the works, the preparation or examination of plans or designs, superintendence or otherwise, shall be paid to the said board by the Company on demand, and when any new, altered or substituted works as aforesaid, or any works connected therewith shall be completed by, or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the discretion, jurisdiction, and control of the said board as any sewers or works now are or hereafter may be, and except only as is by this Act expressly provided, nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said board or their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed;

Drainage works to be subject to local board whose rights are not to be prejudiced.

(6.) All sewers, drains, water pipes, watercourses, hydrants, gas pipes, gullies, and works of drainage made by the Company within the Local Government district of Edmonton shall be subject in all respects to the jurisdiction of the local board, and except only as is by this Act expressly provided, this Act or anything herein contained, shall not take away, lessen, alter, prejudice or affect any of the rights, powers, or authorities of the said board;

Saving rights of the local board.

(7.) Nothing in this Act contained shall extend to prejudice, derogate from, or diminish any of the rights and privileges of the local board, under and by virtue of the Public Health Act, 1875, or any of the Acts incorporated therewith, but the same shall be and remain in as full force and effect as if this Act had not been passed;

Company to construct bridges at certain points if required by local board.

(8.) The Company shall construct, if required to do so by the local board, an over bridge, not less than thirty-five feet in width, between the parapets, and with an approach road of a gradient on each side of not less than one foot in twenty-five feet, to carry the footpath over the railway at the point marked and measured on the deposited plans of Railway No. 17 two miles fifteen chains or within one hundred yards west of such footpath; also an under bridge to take the road, known as

Queen's Road, in the parish of Tottenham, such bridge to have a clear height of sixteen feet for the full width of the bridge which shall be not less than thirty-five feet;

For carrying off flood waters in the valley of the Lee.

(9.) The Company shall, for the purpose of carrying off the flood waters in the valley of the River Lee, in addition to the arches referred to in section forty of this Act, construct two other openings of at least twenty feet span each in the said valley, at such points as may be agreed between the Company and the local board, and the Company shall for ever maintain all such bridges and openings in good and efficient repair.

For protection of the Walthamstow Local Board.

23. In constructing and maintaining the Railway No. 20 by this Act authorised within the district of the local board of the parish of Walthamstow, (in this section called "the local board"), the Company shall be subject to the following conditions, videlicet;

(1.) The road called Folly Lane, numbered 8 on the deposited plans, of Railway No. 20, and the road called Billet Lane, numbered 22 on the deposited plans of that railway, shall be diverted by the Company, according to a plan signed by the engineer of the Company and the surveyor of the local board, and where diverted, shall be properly constructed by the Company;

(2.) The bridge carrying the railway over the said road numbered 8 when diverted shall be thirty feet span throughout, with a clear headway of not less than sixteen feet in any part. The level of the said road when diverted and where crossed by the said railway, shall be not more than one foot lower than the present level of the roadway at the point on the deposited plans, where the said railway is shown to cross;

(3.) The said road called Billet Lane may be raised not more than six feet, and shall be carried over the said railway by means of a bridge not less than forty feet in width, with approaches on either side with inclinations not steeper than one in thirty;

(4.) The bridge carrying the railway over the road called Chapel End Road, numbered 33 on the deposited plans, shall have a span of not less than forty feet, and with a clear headway of not less than sixteen feet in any part, and such road may at the point of crossing be lowered to any extent not more than five feet, and the inclinations of the approaches to the bridge shall be not steeper than one in thirty on the north side of the bridge, and one in forty on the south side;

(5.) The Company shall construct a drain of sufficient size to carry off the surface water from the Chapel End Road, where lowered by the Company into the brook;

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(6.) A culvert of not less than three feet in diameter shall be constructed under the railway at the point marked and measured on the deposited plans one mile one furlong three chains at a proper level to carry off the surface water;

(7.) Where the railway crosses the main sewer the Company shall construct culverts not less than three feet six inches in diameter under the railway to give proper access to the sewer without interfering with the railway;

(8.) Where the railway crosses the footway at the point marked on the deposited plans, one mile three furlongs, a subway not less than seven feet in width and seven feet in height, square headed, shall be constructed under and at right angles to the railway, with an approach on each side, and the same shall be properly drained;

(9.) Where the railway crosses the footpath at the point marked and measured on the deposited plans, two miles six chains, a footbridge shall be constructed over the railway six feet in width with proper inclined approaches on each side;

Notwithstanding anything contained in the Railways Clauses Consolidation Act, 1845, or otherwise, no deviation shall be made in any of the before-mentioned levels, measurements or dimensions except with the consent of the local board.

For protection of the Wanstead Local Board.

24. For the protection of the Wanstead Local Board of Health, (in this section called "the local board"), the following provisions shall apply and have effect:—

(1.) Where any of the works to be done under or by virtue of this Act shall or may pass over, under or by the side of, or so as to interfere with any sewer, drain, watercourse, road, defence, or work under the jurisdiction or control of the local board or shall or may in any way affect the sewerage, drainage or roads of the district under their control, the Company shall not commence such works until they shall have given to the engineer or surveyor for the time being of the local board fourteen days' previous notice at his office or at the principal office of the local board, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until the local board shall have signified their approval of the same, unless the board do not signify their approval or disapproval or other directions within fourteen days after service of the said plan, section and particulars as aforesaid: Provided that if any difference shall arise as to the said works it shall be referred to an engineer to be appointed by the Board of Trade, on the application of any of the said

parties interested, and the Company shall comply with and conform to all directions and regulations of such referee in the execution of the said works, and shall provide, by new altered or substituted works, in such manner as the local board may deem necessary and subject to such reference as aforesaid, for the proper protection of and for preventing injury or impediment to the sewers, drains, roads and works herein-before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the local board against all and every the expense to be occasioned thereby, and all such works may be done by, or under the direction, superintendence and control of the engineer or other officer or officers of the local board, and at the costs, charges and expenses in all respects of the Company, and all reasonable costs, charges and expenses occasioned by reason of the works of the Company shall be paid by the Company on demand, and if any dispute shall arise as to the amount of such costs, charges and expenses, the same shall be settled by a referee to be appointed by the Board of Trade, and be a debt due from the Company to the local board, and when any new, altered or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by, or at the costs, charges and expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction and control of the local board as any sewers or works now or hereafter may be, and nothing in this Act shall, except as herein-before provided, extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested or to be vested in the board or their successors, but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed;

(2.) In constructing that portion of Railway No. 20 by this Act authorised which lies between the points marked on the deposited plans and sections of that railway, four miles five furlongs and four miles seven furlongs, the Company shall construct and maintain a culvert or opening of not less than four feet by four feet, at a point to be determined by the surveyor for the time being of the local board, for the purpose of carrying a proposed new sewer under the said railway between the points aforesaid;

(3.) In constructing the said Railway No. 20 under the public highway, known as the Chigwell Road, and shown upon the deposited plans at or near three miles five furlongs, the

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gradient of such road on the northerly side of the crossing of such road shall not be steeper than one in twenty, and on the southerly side of such crossing the said road shall be made level; and the bridge carrying the said road over the railway at such point shall have a roadway not less than forty feet in width between the parapets thereof;

(4.) This section shall not be deemed to be in derogation of the provisions of the general Acts incorporated with this Act; but the local board may avail themselves of any of such provisions.

For the protection of the parish of Barking.

25. For the protection of the parish of Barking, the following provisions shall apply and have effect:—

(1.) The Railway No. 20, by this Act authorised, shall be carried over the roads numbered 9 and 41 respectively on the deposited plans of that railway in the parish of Barking, in each case by means of a bridge to be so constructed and at all times maintained as to give a roadway between the abutments of each bridge and the approaches thereto respectively of not less than thirty-five feet, and with a headway to each bridge of not less than fifteen feet. The inclination of the approaches thereto respectively shall not be made steeper than one in thirty, and the roads in each case may be diverted so as to cross under the railway at angles to be previously approved by the surveyor of the ward of Ilford. The roads, numbered 28 and 32 respectively, on the deposited plans in the said parish, shall be carried over the railway by means of a bridge in each case so constructed, and at all times maintained, as to give a roadway between the parapets not less than thirty-five feet, and the said road, numbered 28, may be raised and diverted so as to cross over the railway at right angles thereto. The approaches of the said road shall be horizontal on the north-east side of the railway, and have an inclination not steeper than one in twenty-five on the south-west side;

(2.) The bridges for carrying the Railway No. 20 by this Act authorised, over the roads numbered 9 and 41 on the deposited plans of that railway, and the bridge for carrying the Railway No. 22, by this Act authorised, over the road numbered 21 on the deposited plans of that railway in the said parish shall respectively be made and maintained water-tight, and constructed, as far as practicable, so as to deaden the sound of engines, carriages and traffic passing thereon;

(3.) The roads under or upon any bridge in the said parish, constructed under the powers of this Act, and for fifty feet on both sides of such bridge, shall be properly restored;

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(4.) All bridges and works connected therewith in the parish of Barking, affecting the roads and footpaths thereof, shall be made, completed, maintained and repaired to the reasonable satisfaction of the surveyor of the wards of the parish wherever such bridges and works are respectively situated;

(5.) This section shall not be deemed to be in derogation of the provisions of the general Acts incorporated with this Act, but the vestry of the parish of Barking or the surveyor of the ward of Ilford may avail themselves of any of such provisions.

As to crossing a certain road in the parish of Little Ilford.

26. The Railways Nos. 23 and 24 authorised by this Act, where crossing the occupation road numbered 4 on the deposited plans of those railways in the parish of Little Ilford shall at each crossing thereof be carried over the said road by means of a bridge, having a span of not less than twenty-five feet, and a headway of not less than sixteen feet.

For protection of the East Ham Local Board.

27. In constructing and maintaining the railway within the district of the local board of the parish of East Ham (in this section referred to as "the local board"), the Company shall be subject to the following conditions:—

(1.) The following roads shall be carried over the railway by bridges, of not less width between the parapets thereof than is herein-after mentioned (that is to say), Barking Road (numbered 7 on the deposited plans) sixty feet, Wellington Road (numbered 24 on the deposited plans) forty feet, High Street, South, otherwise Manor Road (numbered 33 on the deposited plans) forty feet, and (if bridges are necessary), Melbourne Road (numbered 15 on the deposited plans) forty feet, and Kelly Road (numbered 47 on the deposited plans) forty feet, with approaches in each case of similar width and with inclinations not steeper than one in thirty, and the said bridges shall be in direct line with the roads so crossed;

(2.) The bridge to carry White Horse Lane (numbered 58 on the deposited plans) over the railway, shall be forty feet wide, with approaches of similar width and with an inclination not steeper than one in twenty-five, and the Company may divert the said road so as to carry it over at right angles to the railway;

(3.) The Company shall not, during the progress of the works shut up or in any way impede the public traffic along more than one-half the width of any of the said roads;

(4.) The Company shall erect and at all times maintain proper fences at the sides of the approaches immediately contiguous

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to the said bridges, and should the Company fail to do so, the local board may repair them and the Company shall repay to the board the cost of repair;

(5.) The Company shall, at their own expense, form two culverts, each not less than two feet in diameter, under the railway where it crosses the Barking Road, two culverts, each not less than four feet in diameter, under the railway where it crosses the High Street, and two culverts, each not less than two feet in diameter, under the railway where it crosses the White Horse Lane. The Company shall carry the watercourses (Nos. 1, 2, 3 and 58 on the deposited plans), under the railway by culverts not less than three feet in diameter;

(6.) The said culverts respectively shall be supplied with the necessary penstocks and appliances for protecting and cleansing the same, and with proper ascending and descending shafts on either side of the railway;

(7.) The Company shall at all times allow the local board the free user of the said culverts, and the same shall be repaired and maintained by the local board save and except when any such repair shall be rendered necessary by any failure or defect in the works of the Company, in which case the necessary repairs shall be done by and at the expense of the Company;

(8.) The said bridges respectively shall be at all times repaired and maintained by and at the expense of the Company.

For protection of the West Ham Local Board.

28. For the protection of the West Ham Local Board (in this section called "the Local Board"), the following provisions shall apply and have effect:—

(1.) Before constructing the railway in the district of West Ham the Company may in the space between the eastern boundary of the parish of West Ham and the New Dock or Connaught Road, in the said district, construct two bridges, carrying roads over the railway, and such bridges and the roads over the same, and such direct and lateral approach roads thereto as the surveyor of the local board shall deem necessary, shall be constructed and thereafter maintained by the Company in such positions and of such width and materials, and with such gradients as shall be reasonably satisfactory in all respects to such surveyor; or the Company shall carry the railway over the said space by means of a viaduct or embankment, and they shall provide, if required by the local board, not more than eight arches for roads, in addition to the arch authorised by this section, to the satisfaction in all respects of the surveyor of the local board. And the Company may also construct and

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thereafter maintain a bridge carrying the said New Dock or Connaught Road in the said district over the line of the said intended railway, with the approach roads thereto in such positions and of such width and materials, and with such gradients as shall be satisfactory in all respects to the surveyor of the local board, or they shall carry the railway over the said road by means of an arch to the satisfaction of such surveyor;

(2.) Wherever any railway or other work by this Act authorised shall cross any sewer vested in or subject to the supervision or control of the local board every such railway or work over such sewer, and to such extent on either side thereof as the surveyor of the local board for the time being shall in his discretion deem necessary, shall be constructed and maintained by the Company at their own cost in a manner and of materials reasonably satisfactory to such surveyor;

(3.) The Company shall be liable to pay, and shall pay, to the local board any damages, penalties, costs, charges or expenses which the local board may become liable to pay, or shall have paid, in respect of any injury, loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during or after the construction, or in effecting the maintenance, alteration or repairing of such works), or in or by the enjoyment or user thereof; and all moneys paid by the local board on account of any such damages, penalties, costs, charges or expenses shall be repaid to the local board by the Company on demand, and in default thereof may be recovered by the local board from the Company as any simple contract debt of like amount.

For protection of West Ham School Board.

29. For the protection of the West Ham School Board (in this section called "the school board") the following provisions shall apply and have effect:—

(1.) The Company shall not, except so far as may be temporarily necessary for the purposes of this Act, and then only so that full access to the school herein-after mentioned shall always exist, enter upon, take, appropriate, acquire, use or in anywise obstruct the West Road or such portions of Leyes Road and Prince of Wales' Road as abut upon the school building known as Regent's Lane School, situate in Regent's Lane, in the parish of West Ham, in the county of Essex, belonging to the school board: Provided further, that the Company shall not

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construct any railway which at any point shall be within fifty-five yards of the school buildings, as shown upon the deposited plans;

(2.) The Company, before making the railway at the points where it will cross Leyes Road and Prince of Wales' Road respectively, shall construct foot-bridges, covered where they cross the railway, not less than eight feet in width, at such points, in such manner and of such materials as shall be reasonably satisfactory to the architect of the school board for the time being, the approaches to such foot-bridges having an inclination not steeper than one in ten respectively.

For protection of works of Havering, Dagenham, &c., Commissioners of Sewers.

30. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with any river, sewer, drain, watercourse, river wall, defence or work under the jurisdiction or control of the Commissioners of Sewers for the levels of Havering, Dagenham, Ripple, Barking, East Ham, West Ham, Leyton, and Walthamstow, in the respective counties of Essex, Middlesex and Kent (herein-after called "the commissioners"), or may in any way affect the drainage of the districts under their control, the Company shall not commence such works until they shall have given to the commissioners fourteen days' notice in writing of their intention to commence the same, by leaving such notice at the office of the clerk of the commissioners, with plans, elevations, sections and other necessary particulars of the construction of the said works, and until the commissioners shall have signified their approval of the same, unless the commissioners fail to signify such approval or their disapproval, or other directions within fourteen days' after service of the said notice and delivery of the said plans, elevations, sections and other particulars as aforesaid; and the Company shall comply with and conform to all reasonable directions and regulations of the commissioners in the execution and subsequent maintenance of the said works, and shall provide by new, altered or substituted works in such manner as the commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the rivers, sewers, drains, river walls, and other works herein-before referred to, by, or by reason of the said intended works, or any part thereof, and shall save harmless the commissioners against all and every the expense to be occasioned thereby; and all such works shall be done under the superintendence, and to the reasonable satisfaction of the surveyor, engineer or other officer or officers of the commissioners, as the case may be, at the costs, charges and expenses in all respects of the Company; and all costs, charges and

expenses which the commissioners may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence or otherwise, by the commissioners' officers, shall be paid to the commissioners by the Company on demand; and when any new, altered or substituted work, as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges or expenses of the Company under the provisions of this Act, the same shall ever thereafter be maintained by the Company, to the reasonable satisfaction of the surveyor or engineer of the commissioners for the time being; and the said works shall be as fully and completely vested in and under the jurisdiction and control of the commissioners, as any sewers or works now are, or hereafter may be, and nothing in this Act shall extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested, or to be vested, in the commissioners, or any or either of them, or of their successors; but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed: Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid, or as to any of the other matters in this section mentioned, such difference or matter shall be referred to an arbitrator to be appointed by the Board of Trade, whose decision shall be final.

For protection of the Northern Outfall Sewer of the Metropolitan Board of Works.

31. Notwithstanding anything in this Act or the deposited sections, the Company shall not for the purpose of constructing Railway No. 24 by this Act authorised enter upon, take, use, or interfere with the Northern Outfall Sewer of the Metropolitan Board of Works, or any of the lands of that board upon which the same is constructed, otherwise than with the consent in writing of that board under their common seal; and the said railway where it will cross the said sewer shall not be constructed otherwise than according to plans, sections and specifications approved in writing by that board.

For protection of Middlesex bridges and main roads.

32. The Company shall execute the works by this Act authorised so far as the same affect any bridges or approach thereto, or any road which the inhabitants of the county of Middlesex are bound to maintain, to contribute to maintain, or to repair, and, so far as any such works affect any bridge to be erected in the said county, for carrying a highway over the railway, or the approaches thereto, subject to the following conditions, videlicet:—

The Company shall not commence, nor execute any such works as aforesaid, unless and until they have first delivered to the surveyor of Middlesex County Bridges, plans, drawings and specifications of the works intended to be executed, nor until the same plans, drawings

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and specifications shall have been examined and approved of by the said surveyor, by writing under his hand: Provided always, that if the said surveyor shall fail to approve of the works for one calendar month, after the plans, drawings and specifications thereof have been delivered to him, then the Company shall not execute, nor commence any such works as aforesaid, unless and until plans, drawings and specifications thereof shall have been examined and approved of by an engineer, to be appointed by the Board of Trade, on the application of the Company. The Company shall execute all such works as aforesaid, at their sole expense, and under the superintendence, and to the reasonable satisfaction of the said surveyor of Middlesex County Bridges, whose charges incident to the approval of the said plans, drawings and specifications, and to the superintendence of the works shall be paid by the Company, and the Company shall, at the like expense, subsequently maintain the same works and all necessary works connected therewith, in good substantial condition, to the reasonable satisfaction of the said surveyor. Notwithstanding anything in this Act, or in the Railways Clauses Consolidation Act, 1845, contained the gradients of the approach roads to and of the roads over the bridge by which the road numbered 87 on the deposited plans of Railway No. 17 in the parish of Edmonton, and numbered 230 on the deposited plans of the same railway in the parish of Tottenham, is to be carried over Railway No. 17, shall be as follows, videlicet:—on the south side of the bridge, not less than one foot in thirty feet; on the north side of the bridge, not less than one foot in twenty-five feet.

For protection of Iron County Bridge and approaches near Harrow and Colney Hatch Asylum land.

33. Notwithstanding anything in this Act or in any Act incorporated herewith contained, the Company shall not for the purposes of the works by this Act authorised, take, or interfere with the Iron County Bridge, or the approaches immediately contiguous thereto, near Harrow, in the county of Middlesex, and numbered 8 on the deposited plans of Railway No. 3, in the parish of Harrow-on-the-Hill, except in so far as may be necessary for carrying the railway across such approaches numbered 8 as aforesaid, nor notwithstanding as aforesaid shall the Company enter upon, take, or use for the purposes of the works by this Act authorised, any part of the land now held and used for the purposes of or in connexion with the County Lunatic Asylum at Colney Hatch, and numbered 4 on the deposited plans of Railway No. 14, in the parish of Tottenham: Provided always that if the Company shall take or use for the purposes of the works by this Act authorised any part of the vacant land belonging to the said county and adjoining or near to the said Iron County Bridge at Harrow, then the Company shall if so

required by the justices of the peace for the said county, purchase and take the whole of such vacant land. A.D. 1882.

For protection of the St. Pancras and St. Mary, Islington, Burial Boards.

34. For the protection of the Burial Boards for the parish of St. Pancras and St. Mary, Islington (in this section called "the Boards"), the following provisions shall have effect, that is to say :—

(1.) "The plan" means a plan, four copies of which are signed by the Chairman of the Committee of the House of Commons to which the Bill for this Act in its passage through Parliament was referred, the copies of which plan shall be deposited as to one copy in the Private Bill Office of the House of Commons, as to another copy in the Office of the Clerk of the Parliaments, as to a third copy at the Office of the Vestry Clerk of the said parish of St. Pancras, and as to the fourth copy at the Office of the Vestry Clerk of the said parish of St. Mary, Islington ;

(2.) The Company may carry the railway across that portion of the land belonging or claimed to belong to the Boards which lies between the points respectively marked on the plan with the letters A and B, and between the points respectively marked on the plan with the letters C and D, by an embankment ;

(3.) The Company shall carry the railway across that portion of the said land, included between the points respectively marked on the plan with the letters B and C, by a viaduct which shall be constructed in accordance with a design to be previously submitted to and reasonably approved by the Boards, having regard to the purposes for which they hold the land, or as in case of difference, shall be settled by an arbitrator to be appointed (unless otherwise agreed on) by the President for the time being of the Society of British Architects, on the application of any of the parties, and the costs of the arbitration shall be borne as he shall direct ;

(4.) The Company shall not enter upon, take, use or interfere with any portion of the said land, except such as may be required for carrying the railway across the same, and as to so much of such portion as they may so enter upon as lies between the said points marked B and C on the plan they shall not purchase and take more than is required for the piers of the said viaduct, but they may purchase and take, and the Boards shall sell and grant to the Company, an easement or right of using the remainder of such portion for the purpose of con-

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structing and maintaining the said viaduct, of sufficient width to admit of four lines of rails thereon;

(5.) The Company shall plant and keep planted the slopes of the said embankments with such ornamental trees and shrubs as may be reasonably required by the Boards, and in case of any difference thereon between the Boards and the Company such difference shall be determined by an arbitrator to be appointed (unless otherwise agreed) in manner aforesaid, and the costs of the arbitration shall be borne as he shall direct;

(6.) The Boards may, at the cost of the Company, plant with timber and evergreen trees and shrubs, such portion of the said land as they may reasonably consider expedient for breaking the lines of the said embankments and viaducts, and in case of any difference between the Boards and the Company touching the amount of land to be occupied thereby, or the nature or number of the trees, or shrubs, so to be planted, such difference shall be determined by an arbitrator, to be appointed (unless otherwise agreed) in manner aforesaid, and the cost of the arbitration shall be borne as he shall direct;

(7.) The price to be paid by the Company for the land purchased, and for the said easement to be acquired by them, and for the portion of land so to be planted, shall be such as shall be agreed on between the Company and the Boards, or as failing agreement within three months after the service of the notice to treat for the purchase of the said land or easement, whichever shall first happen, shall be settled by George Pownall, or, failing him, by John Clutton, both surveyors in Westminster, or, failing him, under and according to the provisions of the Lands Clauses Consolidation Act, 1845;

(8.) The Company in constructing and maintaining the said viaduct shall do no unnecessary injury to the roads, sewers, shrubs and property of the Boards in or on or adjacent to the said lands, and shall recoup them all expense they may be put to in repairing such injury.

For protection of Grand Junction Canal.

35. Whereas the Railway No. 3 by this Act authorised is intended to be carried across the line of the Grand Junction Canal, at a point in the parish of Twyford, in the county of Middlesex:

Be it therefore enacted as follows (that is to say):—

(1.) It shall not be lawful for the Company, without the previous consent in writing of the Company of Proprietors of the Grand Junction Canal (in this section called "the canal company"), under their corporate seal, to deviate in the construction of

the said Railway No. 3, where the railway is carried over that canal from the level of the said railway, as delineated upon the deposited sections, so as to lower such level, and, except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the rights, privileges, or powers vested in the canal company, and the Company shall not without such consent as aforesaid, alter or divert the line or level of the canal or towing-path thereof, or obstruct or impede the navigation of the said canal or the passage along the said towing-path, or divert, intercept, cut off, take, use, or diminish any of the waters of or in the canal, or which may be taken for the use of, or which supply the canal, or injure or interfere with any of the works of the canal, or enter upon, take, or use, except for the limited purposes, and in the manner herein-after mentioned, any part of the canal or the towing-path, locks, feeders, lay-byes, wharves, warehouses, banks, bridges, flood-gates, weirs, or other works connected therewith, or any land belonging to the canal company; and nothing in this Act contained shall compel the canal company to convey to the Company the fee simple of any land belonging to them which may be required for the purposes of the said railway, but the same shall remain vested in the canal company, subject nevertheless to the right of the Company to construct and maintain the said railway, and to have, use, and possess such way and passage for the said railway as herein-after provided, together with all rights and easements necessary for the due use and enjoyment of the same;

(2.) The Company shall not carry the said railway across the canal or towing-path thereof, otherwise than by a bridge of brick, stone, concrete or iron, or any of those materials combined, and under and subject to the following provisions and conditions (that is to say):—

No part of the underside of such bridge or of any of the girders thereof shall be less than ten feet clear above the weir level of the canal at the point where the railway is carried over the same;

The bridge shall be carried over the canal and the towing-path thereof, and any other property adjoining thereto in which the canal company are interested by a single span, so as to leave a clear uniform and uninterrupted opening over the same;

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The position of the abutments of the said bridge shall be reasonably approved by the engineer for the time being of the canal company, and the width of such bridge between the parapets shall not in any case exceed twenty-five feet:

Provided always that the Company shall not be required to make the said bridge of greater span than sixty feet measured at right angles to the face of the abutments of the bridge;

(3.) All works for carrying the said railway over the canal and towing-path shall be carried on and completed in such manner as that no obstruction shall be caused to the steam vessels, boats or barges navigating the canal, or the horses towing such boats or barges, and the Company shall not, at any time, except during the progress of the construction of the said bridge and works connected therewith, diminish or contract the free and uninterrupted navigable waterway in the said canal, or the width of the towing-path thereof, and during the progress of such construction, shall at all times leave an open and uninterrupted navigable width of waterway in the canal, of not less than twenty-one feet with a width of six feet of towing-path and a clear height of headway throughout of ten feet above the weir level of the canal, and the said bridge, and all the works connected therewith shall be constructed and for ever thereafter maintained in good substantial and water-tight repair by the Company, and, so far as relates to all necessary precautions for the safety of the said canal, and the towing-path and banks thereof, and the water in the said canal, and the works connected therewith respectively, and for preserving a free and uninterrupted passage along the said canal and the towing-path thereof, the said bridge and works connected therewith, and all future repairs thereof that may be required from time to time shall be constructed and performed according to plans and specifications to be submitted to, and subject to the reasonable approval of the engineer for the time being of the canal company, previously to the commencement of the works, which works shall be commenced, carried on and completed under the superintendence and to the reasonable satisfaction of such engineer, whose reasonable expenses for and in respect of such superintendence shall be paid by the Company; and in case during the construction of the said bridge, or of any of the works connected therewith, any damage shall be occasioned to the said canal or the towing-path or works thereof respectively, the Company shall forthwith, under such superinten-

dence and to such reasonable satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage, and if the said bridge or any of the works connected therewith, or any part thereof shall be imperfectly constructed, or if at any time or times hereafter the said bridge, or any part thereof, shall be out of repair, or if in sinking the foundations for the abutments or walls of the said bridge, or the works connected therewith or otherwise, any loss of water or any obstruction of the navigation of the said canal shall occur, and if notice in writing thereof shall be given by the clerk or engineer of the canal company to the Company, or their secretary, and if the Company shall not for the space of fourteen days after such notice or forthwith, if the nature of the case so require, well, sufficiently and effectually amend such construction, repair such bridge or works, prevent such loss of water or remove such obstruction as the case may be under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the canal company from time to time to make good such construction, to perform such repairs, to prevent such loss of water, or to remove such obstruction as the case may require, and the Company shall from time to time pay to the canal company, within fourteen days after demand, all the costs and expenses which may be incurred by them from time to time in any such operations, and in and about the superintendence of any of the herein-before mentioned works and repairs. And the said bridge and all the works connected therewith shall be completed within the period of eighteen months from the day on which the same shall be commenced. And if the same shall not be completed within such period the Company shall forfeit and pay to the canal company, as and by way of liquidated damages, the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed;

(4.) If in the execution of any works by this Act authorised, or in consequence of the works when made, the water of the said canal shall leak, escape, or run to waste from the same, the Company shall pay to the canal company the sum of twenty shillings as and for liquidated damages for every reasonably estimated one thousand cubic feet of water which shall have so leaked, escaped or run to waste, and in the same proportion for any greater or less quantity, and if in the execution or in

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consequence of any of the works aforesaid the navigation of the said canal, or the passage along the towing-path of the same shall be so obstructed or interrupted as that steam vessels, boats or barges navigating the canal or the horses towing such boats or barges shall not be able to pass uninterruptedly, or shall be impeded in their passage along the canal or towing-path, then and in any or every such case the Company shall pay to the canal company as and for liquidated damages the sum of ten pounds for every hour during which any or every such obstruction or interruption shall continue after notice thereof shall have been given by the secretary or engineer of the canal company to the Company or their secretary; but, if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by any wilful act, neglect or omission of the Company or of any of their agents, contractors, servants or workmen, then and in every such case the Company shall pay to the canal company as and for liquidated damages the sum of twenty pounds for every hour during which such obstruction or interruption shall continue;

(5.) Nothing in this Act contained shall extend to prevent the canal company from recovering beyond the amount of such liquidated damages as aforesaid, or to prevent any owner of steam vessels, boats or barges, or any other persons whomsoever using or navigating the said canal from recovering from the Company any special damage that may be sustained by them or any of them, or that they or any of them may be liable to pay or shall pay for or on account or by reason or in consequence of the wilful acts, neglects or defaults of the Company or their agents, contractors, servants or workmen, and the canal company, and any such owner or other person may recover any such liquidated and special damages in any court of competent jurisdiction.

For protection of Brent feeder.

36. Whereas the Railway No. 6, by this Act authorised is intended to be carried over certain lands in the parish of Willesden, in the county of Middlesex, numbered 21 and 22 on the deposited plans, and used as a feeder from the Brent Reservoir for the supply of the Paddington Long Level of the Grand Junction Canal and of the Regent's Canal, and it is expedient to make provisions in respect thereof:—

(1.) Therefore, except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice,

alter or affect any of the estates, rights, interests, powers or privileges vested in the Company of Proprietors of the Grand Junction Canal, or in the Company of Proprietors of the Regent's Canal, herein-after referred to as the "two canal companies," and the Company shall not without (or otherwise than in accordance with) the previous consent of the two canal companies in writing, under their respective common seals, alter the line or levels of the said feeder, or the bed thereof, or the watercourses, or the banks, or boundaries thereof, or obstruct the means of access thereto, or divert, obstruct, intercept, cut off, take, use or lessen any of the waters flowing in or by means of the feeder or watercourses, or which the two canal companies or either of them are authorised to take for the supply to or use of the said feeder and the before-mentioned canals, or damage, injure, or interfere with any of the works of the feeder or watercourses, or take, or use (except for the limited purposes herein-after mentioned) any part of the said feeder or watercourses, or of the beds, banks, or works connected therewith respectively, or any land now belonging to the two canal companies, or either of them, or in which they may be interested, and nothing in this Act contained shall compel the two canal companies, or either of them, to convey or assign to the Company the fee simple or other interest in any land now belonging to them, or either of them, or in which they may be interested, but the same shall remain vested as if this Act had not been passed, subject nevertheless to the right of the Company and their successors for ever hereafter; to construct, maintain, and use the said railway and works hereby authorised;

(2.) For the purpose of carrying the said Railway No. 6 over the feeder the Company shall construct and maintain a bridge (in this section called "the bridge"), of brick, stone or iron over the feeder of not less than twenty feet span, measured at right angles to the face of the abutments thereof, and so as to leave a clear and uninterrupted opening over the said feeder, and no part of the soffit or underside of the bridge shall be less than eight feet six inches clear above the level of the bed of the feeder at the point of crossing shown on the deposited plans and sections: And the Company shall make the channel of the feeder under and for a length of not less than one hundred feet on each side of the bridge of a uniform width of eight feet at the bottom thereof, with slopes of one and a half to one on each side, and shall make such channel to the same extent of

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one hundred feet of a depth uniform with that of the lowest part of the existing channel where the said railway will cross the same, and shall remove all the earth to be excavated in making such enlargement from the land and premises of the two canal companies;

(3.) The bridge and all the works connected therewith shall be made and for ever maintained by the Company in good, substantial and watertight condition and repair, and so far as relates to all precautions for the safety and preservation of the feeder and watercourses, and the free and uninterrupted passage of water along the said feeder, and for preserving a free and uninterrupted access to and along the feeder, the bridge and all the works connected therewith, and all future repairs thereof shall be made and done in accordance with plans and specifications, to be in every case before the commencement of the works or repairs submitted to and approved by the Regent's Canal Company's engineer, and the same works and repairs shall be commenced, carried on and completed under his superintendence and to his reasonable satisfaction, and if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the feeder or watercourses, or the works thereof, the Company shall, under the superintendence and to the reasonable satisfaction of such engineer as aforesaid, restore the same to the same state and condition as before the happening of the damage or injury, and if, and whenever during, or after the making or repairing of the bridge herein-before mentioned, or any of the works connected therewith, by reason of the same, or of the making or repairing of the same, or by reason of any defect in the making or repairing of the same, or by reason of any failure or want of repair of the same or otherwise, any loss of water, or any obstruction to the free passage of water along the said feeder, or to the present means of access to and along the feeder occurs, and notice thereof in writing is given by or on behalf of the two canal companies, or either of them, to the Company or their secretary, or other principal officer, and the Company do not within fourteen days after the notice, or forthwith, if the nature of the case so requires, well, sufficiently and effectually prevent the loss of water, or remove the obstruction, or make or do for the purpose under the superintendence and to the reasonable satisfaction of the Regent's Canal Company's engineer, all proper and sufficient works, repairs and things, and complete the same with all

reasonable expedition, the two canal companies, or either of them, from time to time may, under the superintendence and to the satisfaction of the said engineer, make or do the same, and prevent the loss of water, or remove the obstruction, and the Company shall from time to time pay to the two canal companies all the costs and expenses incurred by them respectively in that behalf, and shall also pay to the said engineer his reasonable charges for his services and supervisions in connexion with and incidental to the works under this section;

(4.) The bridge and all the works connected therewith shall be completed within six calendar months after the day on which the same, or any of them respectively, are commenced, and if the same, or any of them, are not completed within that period, then and in every, or any, or either of the said cases, the Company shall forfeit and pay to each of the two canal companies as and for liquidated damages the sum of twenty shillings for every day after the expiration of that period until the whole thereof are completed, and if and whenever, during or after the making or repairing of any of the works by this Act authorised, or by reason of the same, or of the making or repairing of the same, or by reason of any defect in the making or repairing of the same, or by reason of any failure or want of repair of the same, or by reason of any act, neglect, or omission of the Company, or of their agents, servants, or workmen any water in the feeder or watercourses leaks, escapes, or runs to waste therefrom, the Company shall pay to each of the two canal companies as and for liquidated damages the sum of ten shillings for every reasonably estimated one thousand cubic feet of water which so leaks, escapes, or runs to waste, and in the same proportion for any other quantity, and if and whenever by reason of any of those circumstances or causes the free passage and running of water along, or by means of the feeder or watercourses shall be in any way obstructed or interfered with, or if the access to and along the feeder is so obstructed as to prevent the two canal companies, or either of them, or any of their servants or workmen from passing to and from and along the banks thereof, the Company shall pay to each of the two canal companies the sum of twenty shillings as and for liquidated damages for every hour during which the obstruction or interference continues after notice thereof is given by or for the two canal companies, or either of them, to the Company, or their secretary, or other principal officer,

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and if and whenever any such obstruction or interference continues for more than forty-eight consecutive hours after the notice, or is caused by any wilful act, neglect, or omission on the part of the Company, or any of their agents, servants, or workmen, the Company shall pay to each of the two canal companies the sum of forty shillings as and for liquidated damages for every hour during which the obstruction or interference continues;

(5.) Nothing herein contained shall prevent the two canal companies, or either of them, from recovering from the Company in addition to the liquidated damages, the amount of any special damage sustained by the two canal companies, or either of them, or that they or either of them may be liable to pay for or on account or by reason of the acts, neglects, or defaults of the Company, or by reason of the leakage, escape, or running to waste of any water from the feeder or watercourses if the same shall be caused or happen by reason of any of those circumstances, or causes, or of the making or maintaining of the railway or of any of the herein-before mentioned works respectively, and the two canal companies, or either of them, may sue for and recover the liquidated and special damages in any court of competent jurisdiction.

For protection of the Regent's Canal Company.

37. Whereas the Railway No. 9, by this Act authorised, is intended to be carried over certain lands situate in the parish of Hendon, in the county of Middlesex and numbered 35, 36, 37, 37*a*, 38, 38*a*, 39, 40, 41, 42, 43 and 44 on the deposited plans in the said parish of Hendon, such lands in part forming the reservoir (herein-after called "the Brent Reservoir") for the Regent's Canal, belonging to the Company of Proprietors of the Regent's Canal (herein-after called "the Regent's Canal Company"), and such lands in other part forming the Silk Stream Arm (herein-after called "the Silk Stream") of the Brent Reservoir, and it is expedient to make provisions in respect thereof, therefore:—

As to lands &c. of Regent's Canal Company.

(1.) Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter or affect any of the estates, rights, interests, powers and privileges vested in the Regent's Canal Company, and the Company shall not without (or otherwise than in accordance with) the previous consent of the Regent's Canal Company in writing, under their common seal, alter the levels or beds of the Brent Reservoir and the Silk Stream or the watercourses or the banks

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or boundaries thereof or obstruct the means of access thereto respectively, or divert, intercept, cut off, take, use or lessen any of the waters flowing in or by means of the Silk Stream or the watercourses thereof, or which the Regent's Canal Company are authorised to take for the supply to or for the use of the Brent Reservoir, the Silk Stream, the Regent's Canal and the Long Level of the Grand Junction Canal, or damage, injure or interfere with any of the works of the Brent Reservoir, or the Silk Stream, or the watercourses thereof respectively, or take or use (except for the limited purposes herein-after mentioned) any part of the Brent Reservoir, or any part of the Silk Stream, or any part of the watercourses thereof respectively, or of the beds, banks or works connected with the Brent Reservoir or Silk Stream, or either of them, or any land now belonging to the Regent's Canal Company, or in which they may be interested; and the Company shall not, without such consent as aforesaid, make any deviation from the levels of the railway, as delineated on the deposited plans and sections thereof, so as to leave a less headway than thirty-five feet over the existing top surface of the banks of the Silk Stream, and nothing herein contained shall compel the Regent's Canal Company to convey or assign to the Company the fee simple or other interest in the land now belonging to them, or in which they may be interested, over which the railway and the works connected therewith are intended to pass, but the same shall remain vested in the Regent's Canal Company, subject, nevertheless, to the right of the Company and their successors for ever hereafter to construct, maintain, and use the railway and works hereby authorised;

Viaduct over the Brent Reservoir and Silk Stream and other works to be constructed by the Company.

(2.) For the purpose of carrying Railway No. 9 over the Brent Reservoir and Silk Stream, the Company shall construct and maintain a viaduct of brick, stone, concrete, or iron, or any of those materials combined, over the Brent Reservoir and Silk Stream, on land of the Regent's Canal Company, in the parish of Hendon, through which the railway shall pass, and the span of the arches of the viaduct shall not be less than thirty feet measured from the face of each abutment, and each and every abutment erected on land of the Regent's Canal Company and for a distance of one hundred feet on both sides of the reservoir shall be carried down to a depth of not less than eleven feet below the surface of the land, and the Company shall make the channel of the Silk Stream under the said

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viaduct, and for a length of not less than one hundred feet on each side of such viaduct, of a uniform width of thirty feet, and shall deepen such channel to the same extent so as to make the same throughout of a depth uniform with that of the lowest part of the existing channel within the distance of one hundred feet from the viaduct, and shall remove all the earth to be excavated for the erection of the viaduct and in making such enlargement from the land and premises of the Regent's Canal Company, and the Company shall restore any road belonging to the canal company which may be interfered with by the Company;

Company to construct and keep in repair the viaduct and works.

(3.) The viaduct and all the works connected therewith shall be made and for ever maintained by the Company in good substantial and watertight condition and repair, and so far as relates to all precautions for the safety and preservation of the Brent Reservoir the Silk Stream and watercourses, the water passing by means thereof respectively and the works connected therewith and for preserving a free and uninterrupted access to the Brent Reservoir and Silk Stream, the viaduct, enlargements of stream, and all the works connected therewith respectively, and all repairs thereof shall be made and done in accordance with plans and specifications to be in every case before the commencement of the works or repairs submitted to and approved by the Regent's Canal Company's engineer, and the same works and repairs shall be commenced, carried on, and completed under his superintendence and to his reasonable satisfaction; and if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the Brent Reservoir, or the Silk Stream or watercourses, or the works thereof respectively, the Company shall under the superintendence and to the reasonable satisfaction of the Regent's Canal Company's engineer restore the same to the same state and condition as before the happening of the damage or injury, and if and whenever, during or after the making or repairing of the viaduct, or any of the works connected therewith, by reason of the same, or of the making or repairing of the same, or by reason of any defect in the making or repairing of the same, or by reason of any failure or want of repair of the same or otherwise, any loss of water or any obstruction of the present means of access to the Brent Reservoir, or the Silk Stream, or to the flow of water therein, or in either of them occurs, and notice in writing thereof is given by, or on behalf of the

Regent's Canal Company, to the Company or their secretary, or other principal officer, and the Company do not within fourteen days after the notice, or forthwith if the nature of the case so requires, well, sufficiently and effectually prevent the loss of water, or remove the obstruction, or make or do for the purpose under the superintendence, and to the reasonable satisfaction of the Regent's Canal Company's engineer, all proper and sufficient works, repairs and things, and complete the same with all reasonable expedition, the Regent's Canal Company from time to time may, under his superintendence, and to his satisfaction, make or do the same, and prevent the loss of water, or remove the obstruction, and the Company shall, from time to time, pay to the Regent's Canal Company, all the costs and expenses incurred by them in that behalf, and to their engineer his charges for his services and supervision in connexion with and incidental to the works aforesaid;

Viaduct and other works to be completed within twelve months.

(4.) So much of the viaduct as will carry the said railway over the Brent Reservoir, and the enlargement of the Silk Stream, and all the works connected therewith respectively, shall be completed within twelve months after the day on which the same or any of them respectively are commenced, and if the same, or any of them, are not completed within that period, then and in every, or any, or either of the said cases, the Company shall forfeit and pay to the Regent's Canal Company, as and for liquidated damages, forty shillings for every day after the expiration of that period, until the whole of the work is completed, and if and whenever during or after the making or repairing of any of the works by this Act authorised, or by reason of the same, or of the making or repairing of the same, or by reason of any defect in the making or repairing of the same, or by reason of any failure or want of repair of the same, or by reason of any act, neglect, or omission of the Company, or of their agents, servants or workmen, any water in the Brent Reservoir, or the Silk Stream or watercourses, leaks, escapes or runs to waste from the Brent Reservoir, Silk Stream or watercourses, the Company shall pay to the Regent's Canal Company ten pounds, as and for liquidated damages, for every reasonably estimated nine thousand cubic feet of water which so leaks, escapes, or runs to waste, and in the same proportion for any other quantity, and if, and whenever by reason of any of those circumstances or causes the free passage and running of water along or by means of the Brent Reservoir, Silk Stream

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or watercourses, shall be in any way obstructed or interfered with, or if the access to the Brent Reservoir or Silk Stream is so obstructed as to prevent the Regent's Canal Company, or any of their servants or workmen, from passing to and from and along the banks thereof respectively, the Company shall pay to the Regent's Canal Company twenty shillings, as and for liquidated damages, for every hour during which the obstruction continues after notice thereof is given by or for the Regent's Canal Company to the Company or their secretary, or other principal officer, and if, and whenever any such obstruction continues for more than forty-eight consecutive hours after the notice, or is caused by any wilful act, neglect or omission on the part of the Company, or any of their agents, servants or workmen, the Company shall pay to the Regent's Canal Company forty shillings, as and for liquidated damages, for every hour during which the obstruction continues;

Regent's Canal Company not to be precluded from recovering special damages.

(5.) Nothing herein contained shall prevent the Regent's Canal Company from recovering from the Company in addition to the liquidated damages the amount of any special damage sustained by them, or that they may be liable to pay for or on account of or by reason of the acts, neglects or defaults of the Company, or by reason of the leakage, escape or running to waste of any water from the Brent Reservoir, Silk Stream or watercourses, if the same shall be caused or happen by reason of any of those circumstances or causes, or of the making or maintaining of the said railway or of any of the herein-before mentioned works respectively, and the Regent's Canal Company may sue for and recover the special damage in any court of competent jurisdiction.

For protection of the New River Company.

38. The Company, in constructing the railway and works authorised by this Act shall, so far as the said works affect the New River Company's works, property, rights, and interest, be subject to the following regulations:—

(1.) Before commencing any such works they shall give to the said New River Company sixteen days' notice of their intention so to do, and shall, either before or at the time of serving such notice, submit plans and sections of the proposed works with detailed descriptions of the mode of executing the same for the approval of the engineer for the time being of the New River Company, and such works shall not be commenced without the approval of the engineer of the New River Company first

obtained: Provided always that if such engineer shall refuse or neglect to approve the same plans and sections respectively within the space of one calendar month after they shall have been submitted to him, or if any difference of opinion shall arise as to the proposed works, or as to the mode of executing the same, such difference shall be settled by an engineer to be appointed by the President of the Institution of Civil Engineers for the time being, on the application of either party, and the costs of such reference shall be in the discretion of the arbitrator;

(2.) In the event of any injury to the New River Company's river or banks, mains or pipes, or other works by reason of the said works of the Company authorised by this Act or by any act or default of the Company, their agents or contractors, whether the same shall happen during the construction of the railway or after the railway shall have been completed and opened for traffic, or in the event of any loss to the New River Company from any interruption to their supply of water through any act or default of the Company, their agents or contractors, the Company shall be answerable, and shall pay to the New River Company all damages, and make good all loss arising therefrom, and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the said river or banks, mains or pipes, or any other works, and any question which may arise as to any such expense or damages, shall at the request of either party be referred to a civil engineer to be appointed as herein-before provided, and the award of such engineer shall be final and conclusive, and the cost of such reference shall be in the discretion of the arbitrator;

(3.) If any interruption whatever in the supply of water by the New River Company shall be in any way occasioned by the Company, or by any act or default of the Company, their agents, or contractors, the Company shall forfeit and pay to the New River Company, for the use and benefit of the said company, the sum of twenty pounds for every hour during which such interruption shall continue, and shall save harmless the New River Company from all damages and costs in respect of any such interruption, such sum, damages and costs to be recoverable by the New River Company in any court of competent jurisdiction;

(4.) All works in any way affecting the New River Company shall be done under the direction, and to the reasonable satis-

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faction, of the engineer for the time being of the New River Company;

(5.) The bridge proposed to be constructed over the New River at Wood Green, in the parish of Tottenham, county of Middlesex, shall have a span of twenty-eight feet, with a clear headway of ten feet over the water, after allowing for a depth of five feet of water in the channel immediately underneath the bridge;

(6.) Nothing in this Act contained shall prejudice, take away, lessen or interfere with any of the property, rights, powers, interests and privileges of the New River Company otherwise than is herein expressly provided.

For protection of the East London Waterworks Company.

39. Whereas divers mains, pipes, services, and other works belonging to and now in use by the East London Waterworks Company (in this section called "the water company") for the purpose of their water supply will, or may, in the execution of the works by this Act authorised be intersected or otherwise interfered with, and certain other works belonging to and maintained by the water company will, or may be interfered with. Therefore the following provisions shall have effect:—

(1.) All works, matters, or things which the Company may be empowered or required to do or execute with reference to the mains, pipes, services, or other works of the water company, shall be done and executed by and at the expense of the Company, but to the entire satisfaction and under the sole direction of and in such manner as shall be required by the engineer for the time being of the water company: such works, matters, or other things shall not be commenced till after fourteen days' notice thereof in writing shall have been given by the Company to the water company and if the water company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such work, matter, or thing, require that the water company shall, by their own engineer or workmen, do or execute such work, matter, or thing, the water company may, on the expiration of the first-mentioned notice, do or execute the same, and the Company shall, on the completion thereof, pay to the water company the reasonable expenses incurred by them in the execution thereof;

(2.) The Company shall bear the reasonable expenses of and incident to the superintendence and watching by the water

company or their engineer or officers of all or any of the works by this Act authorised during the progress and until the completion of the same, and by which any main, pipe, service, intercepting drain, culvert or work of the water company shall be interfered with;

(3.) If any interruption whatsoever in the supply of water by the water company shall be in any way occasioned by the Company or by the acts of any of their contractors, agents, workmen or servants or any person in the employ of them, or any or either of them, the Company shall forfeit and pay to the water company for the use and benefit of the water company the sum of ten pounds for every hour during which such interruption shall continue, and such sum may be recovered by the water company in any court of competent jurisdiction;

(4.) The expense of all repairs or renewals of any main pipe or service of the water company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen or servants or any person in the employ of them, or any or either of them shall be borne and paid by the Company, and may be recovered against them by the water company in any court of competent jurisdiction;

(5.) The water company and their engineer and workmen may at all reasonable times when necessary enter upon the railways and works by this Act authorised for the purpose of laying and maintaining and may lay and maintain any mains, pipes, services or other works needful or proper for carrying on their supply of water into, through, under or over the said railways and works, and in every case in which the works of the Company shall interfere with the mains and pipes of the water company the Company shall give every reasonable facility for provision being made so as to allow such mains and pipes to be replaced by mains and pipes of a larger size: Provided always that the water company shall in the exercise of these powers do as little damage as possible to the railways and works and shall not interrupt or prejudicially interfere with the traffic passing on the railways;

(6.) If the Company for the purposes of this Act remove and destroy any house, building or erection now supplied with water by the water company, and they sustain any loss by reason of their inability to collect and recover the then current half-

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year's water rate accruing to them in respect of the house, building or erection, the Company shall pay to the water company the water rate due in respect of every such house, building or erection supplied with water by them and so taken, removed or destroyed, and that payment shall entitle the Company for the half-year in respect of which it is made to the same supply of water as hitherto made to the house, building or erection for which the payment is made;

(7.) In constructing the Railway No. 20 and the works connected therewith by this Act authorised, where that railway and works respectively will cross over or interfere with the intercepting drain or culvert of the water company numbered 3 on the deposited plans, in the parishes of Tottenham and Edmonton, or one of them, the Company shall, at their own expense, construct, and at all times thereafter maintain, to the reasonable satisfaction of and in such manner as shall be required by the engineer for the time being of the water company, an arch or bridge of thirty feet span, and on each side of the said intercepting drain or culvert an arch of twenty feet span, with, in the case of each arch, a headway of not less than ten feet, measured from the line of surface of the ground underneath each arch to the soffit of the arch, for more effectually carrying off the flood waters, and so as to leave the said intercepting drain or culvert accessible for repairs; and the Company shall not commence the construction of the said arches or bridge till after fourteen days' notice thereof in writing shall have been given by the Company to the water company;

(8.) It shall not be lawful for the Company without the consent in writing of the water company under their common seal to acquire any right or property in the lands or property of the water company other than the right, subject to the provisions of this Act, of executing the several works necessary and proper for constructing, protecting and maintaining the railways and works by this Act authorised, upon over or through the lands of the water company, and for repairing the same railways and works, and all such repairs shall from time to time be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the water company, and all proper expenses occasioned to or incurred by the water company for or by reason of the construction and maintenance or repair of all or any of the railways and works upon, over or through the lands of the water company, shall be borne and paid by the

Company, and may be recovered against them by the water company in any court of competent jurisdiction;

(9.) Except as in this Act specially provided, nothing in this Act shall prejudice, diminish, alter, or take away, any of the rights, privileges, powers, or authorities of the water company.

For protection of the Lee Conservancy Board.

40. For the protection of the Lee Conservancy Board the following provisions shall apply and have effect:—

Construction of bridges crossing navigation and tributaries.

(1.) In carrying the Railway No. 20, by this Act authorised, across the River Lee Navigation (herein-after called "the navigation") and the tributaries thereof known as the old River Lee and Pymm's Brook, the Company shall, at their own expense, construct and for ever thereafter maintain and keep in good and sufficient repair good and substantial bridges across the navigation and said tributaries respectively, such bridges to be of brick, stone, or iron; and as regards the bridge across the navigation, of one span or opening of not less than sixty feet in the clear (measured at right angles to the true line or direction of the river), with the soffit or underside in no place less than nine feet above the level of the river, together with a land arch of twenty feet span on either side of such bridge; and as regards the bridge across the old River Lee of one span or opening of not less than fifty feet in the clear (measured as aforesaid), with the soffit or underside of the arch not less than twelve feet above the level of the river, together with a land arch of twenty feet span on each side of such bridge; and as regards the bridge across Pymm's Brook of one span or opening of not less than thirty feet in the clear (measured as aforesaid), with the soffit or underside of the arch not less than twelve feet above the level of the river, together with a land arch of twenty feet span on each side of such bridge; and the Company shall make and at all times for ever thereafter maintain a wall of stone or brick to protect and retain the banks of the navigation on each side of such navigation for the whole length of the bridge across the same and an additional one hundred feet on each side of such bridge and the coping of such wall shall not be less than eighteen inches above the level of the river, with a uniform depth of at least eight feet, and the foundations of the abutments of each of such bridges, and of the retaining walls respectively, shall be carried to such a depth as to allow for the future deepening of the navigation and tributaries respectively by the Lee Conservancy Board (herein-after called "the Lee Board");

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Crossing valley between navigation and old River Lee.

(2.) In carrying the said Railway No. 20 across the valley between the navigation and the old River Lee, the Company shall, for the purpose of carrying off the flood waters, at their own expense construct and for ever thereafter maintain in good repair three good and sufficient land arches, each of one span or opening of not less than twenty feet in the clear, the same respectively to be placed at such points as shall in all things be determined by the engineer for the time being of the Lee Board;

Works affecting Lee navigation, &c., to be under the superintendence of Lee engineer.

(3.) All the works of the Company upon or in any way affecting the navigation, and the said tributaries respectively (including the works prescribed in the last preceding sub-section), and all future repairs of such works that may from time to time be required shall be done and performed according to plans and specifications to be previously submitted to and approved by the engineer for the time being of the Lee Board, and shall be commenced, carried on and completed under the superintendence, and to the reasonable satisfaction of such engineer, whose reasonable charges and expenses shall be paid by the Company, and at all times during the construction of the said works across the River Lee, and the said tributaries as are now or shall hereafter become navigable, and of any future repairs, the Company shall in each case leave for the free and uninterrupted passage of boats, barges and other vessels an open and uninterrupted navigable waterway of the width of thirty feet at least, and an uninterrupted horseway along the towing-path of the width of eight feet at least, both waterway and horseway having a clear height or headway of at least nine feet above the level of the river, and in case during the progress of any of the works damage shall be occasioned to the navigation or towing-paths or bridges, or to any other works of the Lee Board, the Company shall (under such superintendence and to such reasonable satisfaction as aforesaid) restore the same to as good and efficient a state and condition as the same were in prior to the occurring of any such damage, and if the said works shall in the first instance be imperfectly constructed or subsequently become out of repair, by means of which or by any other means any loss of water or obstruction to the navigation or tributaries of the Lee or the towing-paths in or upon the same shall take place, and notice thereof in writing shall be given to the Company by the clerk to the Lee Board, and the Company shall not for the space of fourteen days after such notice shall have been given, or forthwith if the nature of the

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case require it sufficiently and effectually amend and repair such works under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the Lee Board from time to time to execute such amendments and repairs as may be necessary and the case may require, and the Company shall, and they are hereby required from time to time to pay to the Lee Board within fourteen days after demand all the reasonable costs, charges, and expenses which may be so incurred by them from time to time in or about the several matters aforesaid: Provided always that if the engineer for the time being of the Lee Board shall for the space of fourteen days after submission to him of such plans, together with a request in writing to approve of the same, neglect or refuse to approve thereof or of any part thereof, then and in that case the plans so submitted, together with all other matters in difference (if any) as may have arisen between the parties shall be referred to and approved by an engineer to be appointed by the Board of Trade upon the application of either party, and the decision of such engineer shall be final and conclusive between the parties;

Damage to Lee by leakage, &c.

(4.) If in the execution of any of the works by this Act authorised, or by reason or in consequence of any act, neglect or omission by the Company or their agents, servants or workmen in sinking the foundations of such works or otherwise, or if in consequence of any of the works when made, the water of the said navigation and tributaries respectively shall leak, escape or run to waste, the Company shall forfeit and pay to the Lee Board the sum of five pounds as and for liquidated damages for every nine thousand cubic feet of water which shall have so leaked, escaped or run to waste, and in the same proportion for any greater or less quantity, and if by reason of the matters aforesaid or any or either of them, it shall happen that the said navigation shall be obstructed or interrupted, so that boats, barges or other vessels using the same, or horses drawing such boats, barges, or other vessels, shall be impeded in their passage along the said navigation or towing-path then and in every such case the Company shall forfeit and pay to the Lee Board the sum of five pounds, as and for liquidated damages, for every hour during which every such obstruction and interruption shall continue after notice thereof to the Company;

Saving rights of Lee Board.

(5.) Except as by this Act expressly provided nothing in this Act contained shall extend to prejudice, alter, take away or affect any of the estates, rights, powers, privileges or authorities

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vested in the Lee Board or authorise or empower the Company to alter the line or level of the Lee navigation or its tributaries or any of the works or the towing or foot paths thereof, or any part thereof respectively, or in any manner to obstruct or impede the navigation or any part thereof, or to abstract, divert, intercept, cut off, take, use or diminish any of the waters of the same respectively, or to divert or turn any water-course or land drain into any part of the navigation or the tributaries thereof, or to use or injure any of the locks, wharves, side ponds, lay-byes, towing-paths, bridges, banks, or other works of the Lee Board, without the consent of the Lee Board in writing under their common seal first had and obtained.

For protection of the Colne Valley Water Company.

41. With regard to any works of the Company which may affect the mains or water pipes of the Colne Valley Water Company (in this section called "the water company"), the Company shall (in addition to the provisions of the Railways Clauses Consolidation Act, 1845,) observe and comply with the following conditions (that is to say) :—

(1.) The Company shall not raise, sink, or otherwise alter the position of any of the mains or water pipes belonging to the water company, unless a plan and specification of the proposed works of the Company affecting such mains and water pipes shall, not less than fourteen days previously to the commencement of such works by the Company, have been submitted to and approved by the engineer for the time being of the water company in writing ;

(2.) The Company shall not cause any road to be lowered for the purposes of the railway without leaving a covering of not less than three feet from the surface of the road over such mains or pipes ;

(3.) Where any mains or pipes of the water company shall be carried over the Company's works by a bridge or viaduct to be made by the Company, or otherwise be laid in any such bridge or viaduct, such mains or pipes shall be bedded in concrete, or otherwise shall be laid to the reasonable satisfaction of the engineer for the time being of the water company.

For protection of the Tottenham and Edmonton Gas Light and Coke Company.

42. For the protection of the Tottenham and Edmonton Gas Light and Coke Company (in this section called "the gas company"), and of their works and property, the following provisions shall have full force and effect :—

(1.) The Company in making the Railway No. 18 by this Act authorised through or over the fields numbered 14, 15 and 16,

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on the deposited plans of that railway, in the parish of Edmonton, shall not place any part thereof, or of the works connected therewith, more than ten feet west of the centre line shown on the deposited plans;

(2.) The Company shall, before commencing the construction of the Railway No. 18, acquire on the western side of the said railway a strip of land twenty-five feet in width from the northern boundary of any land which the gas company may acquire for their works, under the powers of any Act passed in the present session, and shall construct over the brook on the southern side of the Angel Road, a bridge of such width and level, as will provide for the formation of a roadway and the extension of a tramway or siding over the same, and the gas company shall be entitled to the exclusive and perpetual use of the said strip of land and bridge. If the gas company shall acquire the said strip of land and construct the said bridge, then the Company shall, before commencing the construction of Railway No. 18. repay the gas company what they may have reasonably expended in and about such acquisition and construction, the amount, in case of difference, to be settled by arbitration, in manner prescribed by the Lands Clauses Consolidation Act, 1845.

For protection of the Gas Light and Coke Company.

43. For the protection of the Gas Light and Coke Company (herein-after referred to as "the gas company"), the following provisions shall have effect (that is to say) :—

(1.) Whereas in execution of the works by this Act authorised, the mains, pipes, syphons, and other works belonging to the gas company, may be intersected or otherwise interfered with, and it is expedient that the gas company should have full control over the execution of all works in any way affecting the supply by them of gas, so as effectually to provide against the supply thereof being impeded. Therefore all works, matters or things which under the provisions of the Railways Clauses Consolidation Act, 1845, or this Act the Company may be empowered or required to do or execute with reference to the mains, pipes, syphons, or other works of the gas company, shall be done and executed by, and at the cost of the Company, but to the reasonable satisfaction, and under the direction of, and in such manner as shall be required by the engineer for the time being of the gas company, and such works, matters or other things shall not be commenced until after fourteen days' previous notice thereof in writing, shall have been given to the

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gas company: Provided always that if the gas company or the Company shall elect that the gas company shall execute any portion of the works, matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains, pipes, syphons, apparatus or other works of the gas company, the Company or the gas company, as the case may be, shall give seven days' notice in writing to the other company of their intention so to do, by leaving the same at the head office of the other company, and the expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand, and such expense may be recovered from the Company in any court of competent jurisdiction;

(2.) And whereas there are divers mains, pipes, syphons and other apparatus belonging to the gas company in divers streets, highways, roads, footpaths, lanes, courts, passages and other places within the limits shown on the deposited plans, which are now used by the gas company for supplying gas to the streets, highways, roads, footpaths, lanes, courts, passages and other places as aforesaid, and such streets or other places or some of them will or may be done away with under the powers of this Act; therefore when the Company for any purposes of this Act take any of those mains, pipes, syphons or other apparatus, they shall pay to the gas company the value thereof, and the same shall thereupon become the property of the Company, and the Company shall also pay to the gas company their reasonable charges of removing or altering any of the mains, pipes, syphons or other apparatus in immediate communication therewith, which the works of the Company shall render useless, or which shall require to be altered;

(3.) If any interruption whatsoever in the supply of gas by the gas company, or any loss of gas shall be in any way occasioned to or sustained by any act or omission of the Company, or by the acts of any of their contractors, agents, workmen or servants, or any person in the employ of them, or any or either of them, the Company shall forfeit and pay to the gas company for such interruption, for the use and benefit of the gas company, the sum of ten pounds for every hour during which such interruption shall continue, and in addition shall pay to the gas company the value of the gas so lost, such sum or sums of money to be recovered by the gas company in any court of competent jurisdiction. If the Company shall find it necessary to undermine, but not otherwise alter the position of any main

pipe, syphon or other works belonging to the gas company, they shall temporarily support the same in its position during the execution of their works, and on their completion, shall provide a good and suitable foundation for every main pipe, syphon or other work so undermined;

(4.) It shall be lawful for the gas company and their engineer, workmen and others in their employment, at all times, when it may be necessary to enter upon the railway lands and premises of the Company, for the purpose of laying and to lay any mains or pipes over the said railway lands, works and premises, or any part thereof, and to do all such works in and upon such railway lands and premises as may be necessary for laying, repairing, maintaining or removing, or replacing such mains or pipes over the same railway lands and premises: Provided that the gas company shall not lay any mains or pipes in or under any tunnel through which the railway may be constructed, nor in or under the platform or other works of the stations of the Company: Provided always that in so doing the gas company shall not interrupt the traffic passing on the railway in any manner: Provided also that the expense of all repairs, or renewals of the said pipes, or mains, or any works in connexion therewith, which may at any time hereafter be rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen or servants, or any person in the employ of them, or any, or either of them, shall be borne and paid by the Company, and may be recovered against them by the gas company, in any court of competent jurisdiction;

(5.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs, losses, damages and expenses which may be occasioned to the gas company or to any of their mains, pipes, syphons, apparatus, property, works and conveniences or in the supply of gas by the gas company or otherwise by reason of the execution or failure of any of the intended works or of any act or omission of the Company, or of any of their contractors, agents, workmen or servants, or any of the persons in their employ or in the employ of their contractors or others, and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure, or of any such act or omission;

(6.) Any difference arising between the Company and the gas company respecting any of the matters referred to in this

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enactment, shall be settled at the request of either party by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers.

Easement only on land of gas company to be acquired.

44. With respect to any land of the gas company which, but for this enactment, the Company would by this Act, from time to time, be authorised to enter upon, take and use, they shall not purchase and take the same without the consent in writing of the gas company, but they may purchase and take, and the gas company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which, but for this enactment, the Company might purchase and take the same, and it shall not be lawful for the Company to enter upon or use, either permanently or temporarily, any of the lands belonging to the gas company, or which that company are empowered to purchase, or to alter, vary or interfere with the railway of the gas company or any of the works thereof further or otherwise than is necessary for effecting the construction of the railway without the consent in every instance for that purpose first had and obtained of the gas company under their common seal; and in settling the amount of compensation to be paid to the gas company for any land taken or prejudicially interfered with, regard shall be had to the fact that the land of the gas company in the parish of West Ham is building land.

Company not to interfere with mains or works of the gas company.

45. Notwithstanding anything in this Act contained the Company in carrying the Railway No. 24 across the Beckton Road shall not interfere with that road or the footways thereof, nor impede the traffic thereon, and they shall not interfere with any mains, pipes or other works of the gas company without the previous consent in writing of that company. No crossing of the said Beckton Road shall be made which shall not be in conformity with the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the crossing of turnpike roads.

Saving rights of gas company.

46. Provided always that except as is by this Act expressly provided, this Act or anything herein contained, shall not take away, diminish, alter or prejudice any of the rights, powers, privileges or authorities of the gas company.

For protection of the London and St. Katharine Docks Company.

47. Notwithstanding anything in this Act no part of Railway No. 24, or any other the works by this Act authorised, shall be constructed to the southward of the northern boundary of the lands of the London and St. Katharine Docks Company without the consent, in writing, of that company under their common seal; nor shall any lands or property belonging to that company be entered

upon, taken, or used by the Company, whether temporarily or permanently, under the powers of this Act without the like consent of the said company. A.D. 1882.

For the protection of the Earl Cowley and his trustees.

48. For the protection of the Right Honourable Henry Richard Charles, Earl Cowley, as tenant for life, and the Honourable Francis Leveson Bertie, and Andrew Alfred Collyer-Bristow, as trustees of an estate in the parishes of Wanstead, Woodford, Leyton, Ilford and Barking, in the county of Essex, under the will of the Earl of Mornington, deceased (all of whom are in this section included under the word "owners"), and through which estate the railways by this Act authorised are intended to be made, the following provisions shall have effect and be observed and performed by the Company, that is to say :—

(1.) The Company shall construct so much of Railway No. 20 as lies between the point marked on the deposited plans two miles six furlongs from the commencement thereof, in the parish of Walthamstow, and the road known as the Lansdowne Road, in the parish of Wanstead, in a tunnel or covered way ;

(2.) The Company shall provide and for ever maintain a proper and sufficient station for the accommodation of passengers and goods at or near the point marked on the deposited plans, three miles and five furlongs, from the commencement of the said Railway No. 20 ;

(3.) The Company shall construct and maintain a proper and substantial bridge at right angles to the railway, for carrying the occupation road, shown on the deposited plans, between the points marked on the said plans, as being respectively four miles seven furlongs, and five miles from the commencement of the said Railway No. 20, and such bridge shall be of a width of forty feet between the parapets thereof, with approaches thereto on either side of a like width ;

(4.) The Company shall, in the field numbered 34 on the deposited plans of Railway No. 20, in the parish of Barking, between the points marked five miles one furlong and five miles three furlongs from the commencement thereof, construct and maintain a proper and substantial bridge at right angles to the railway over the railway forty feet in width between the parapets thereof, with approaches thereto on either side of a like width, and the gradients of the inclination of such approaches on either side of the said bridge shall not be steeper than one foot in thirty feet ;

(5.) At the point where Railway No. 20 crosses the occupation road, in the field numbered 34 on the deposited plans, in the

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parish of Barking, the Company shall carry such road across the railway on the level;

(6.) The Company shall lay down, to the satisfaction of and in such a line as may be prescribed by the surveyor for the time being of the owners, a sewer or drain in the parish of Wanstead, between the Chigwell Road on the south side of the centre line of railway and the occupation road in the same parish, lying between the points marked on the said plans, three miles six furlongs and three miles seven furlongs from the commencement of the said Railway No. 20;

(7.) In assessing the compensation to be paid under the Lands Clauses Consolidation Act, 1845, to the owners, regard shall be had to the value and cost of the aforesaid works on the one hand, and also, on the other hand, to any loss which shall be shown to have been caused to them owing to the suspension or interference with building operations pending the service of notice to treat by the Company;

(8.) Any difference or dispute between the Company and the owners under this section shall be settled in manner provided by section one hundred of this Act.

For protection of the Fitz Wygram Estate.

49. In constructing the Railway No. 20 where the same crosses the building estate belonging or reputed to belong to Sir Frederick Wellington John Fitz Wygram, Baronet, in the parish of Walthamstow, in the county of Essex, the Company shall be subject to the following conditions, for the protection of the said estate and of the said Sir Frederick Wellington John Fitz Wygram, Baronet, his successors and assigns (in this section referred to as "the owners").

(1.) The Company shall construct and for ever after maintain a proper and substantial bridge over the railway, of not less than forty feet in width between the parapets thereof, with approaches of a like width on either side thereof (of an inclination if practicable not steeper than one in thirty), at such point and in such direction as may be determined upon by the surveyor of the owners;

(2.) The Company shall for ever after maintain the said bridge and the approaches thereto, and also maintain the roadway and footways over the said bridge in good and efficient repair and condition until the same is taken to by the road authority within whose district the same is situate;

(3.) Such bridge and all works in connexion therewith shall be constructed to the reasonable satisfaction of the owners;

(4.) In assessing the compensation to be paid under the Lands Clauses Consolidation Act, 1845, to the owners, regard shall be

had to any loss which shall be shown to have been caused to them owing to the suspension of building operations pending the service of notice to treat by the Company. A.D. 1882.

For protection of Messrs. Loveridge and Horner.

50. If and when Samuel Loveridge and William Sims Horner or either of them or their successors in title, or other the owner or owners of any intermediate lands, shall have constructed and opened ready for use, a road from the Wood Street Station of the Great Eastern Railway in the parish of Walthamstow, to the property numbered 92 on the deposited plans in the said parish, then the Company shall, in continuation of such road, construct for the accommodation of such owners respectively a bridge over the railway not less than thirty feet in width between the parapets.

For protection of the owners of the Twyford Abbey Estate.

51. For the protection of Thomas Willan Douglas Willan, and the owners for the time being (all of whom are in this section included under the word "owners") of the Twyford Abbey Estate, situate in the parishes of Twyford, Hanwell, Harrow and Willesden, through which estate the railways by this Act authorised, or some of them, are intended to be made, the following provisions shall have effect, and be observed and performed by the Company, that is to say:—

(1.) The Company shall make and maintain a bridge over the railway, in the piece of land numbered 1 on the deposited plans in the parish of Willesden, and such bridge shall have a roadway not less than twenty-five feet in width, and the approaches to such bridge shall be made and maintained by the Company, with an ascent of not more than one in twenty-five, and with a good and sufficient fence not less than four feet high, on each side of such bridge and approaches, and the roadway of such bridge and approaches shall be properly metalled to a thickness of at least twelve inches;

(2.) In the field numbered 3 on the deposited plans in the said parish of Willesden at a point to be agreed upon between the owners and the Company (and if not so agreed to be settled by arbitration in manner provided by section one hundred of this Act) near the existing private road leading to Twyford Abbey Farm, the Company shall make and maintain a bridge over the railway, with approaches thereto, similar to the bridge and approaches specified in sub-section (1.) of this section; and in case it shall be necessary to divert any part of the said private road for the purpose of the bridge and approaches specified in this sub-section, the Company shall properly complete and

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metal, as mentioned in sub-section (1.), the part so diverted of the said private road;

(3.) The Company shall make and maintain two arches under the railway, one of such arches to be made in the piece of land belonging or reputed to belong to the owners, and situate between the Grand Junction Canal and the field numbered 1 on the deposited plans in the parish of Twyford, and the other of such arches to be made at a point to be selected by the owners, in one of the pieces of land numbered 7 and 8 respectively on the said plans, in the same parish, and both such arches shall have a clear width of not less than twelve feet, and a height of not less than eleven feet above the present surface of the adjoining land for a space of nine feet in width, or such greater height as can be given, having regard to the height of the railway;

(4.) The Company shall divert, alter, or make good any interruption to the line of pipes by which water is at present conveyed to the homestead of Ruckhold's Farm (part of the said Twyford Abbey Estate) from the reservoir to the west of such homestead, and the said line of pipes when so diverted, altered, or made good, shall be sufficient to deliver continuously and permanently a quantity of water equal to the quantity which can now be delivered by the said line of pipes;

(5.) The works specified in this section shall be commenced immediately upon any part of the Twyford Abbey Estate being taken possession of by the Company, and shall be completed as soon thereafter as possible, and the railways by this Act authorised shall not be opened for traffic until all the said works shall have been constructed to the reasonable satisfaction of the owners or their surveyor;

(6.) With reference to section sixty-eight of the Railways Clauses Consolidation Act, 1845, the works specified in this section shall be in satisfaction of the liability of the Company to make and maintain bridges and arches over or under the railway for the purpose of communication between the severed parts of the Twyford Abbey Estate; but all other works for the accommodation of the owners and occupiers thereof mentioned in the said section sixty-eight shall, notwithstanding anything contained in this section, be made and maintained by the Company.

For protection of Sir John Neeld, Bart.

52. Notwithstanding anything in this Act or in any of the Acts incorporated herewith contained to the contrary, with respect to

such portions of the railways numbered respectively 5, 6 and 7 by this Act authorised as are intended to be constructed in or through the Oakington Estate, belonging or reputed to belong to Sir John Neeld, Baronet, no deviations to the westward from the centre line of those railways, as shown on the deposited plans, shall be constructed; and all severed lands forming part of the Oakington Estate between the railways lastly above mentioned or any of them and the River Brent, shall be purchased by the Company: Provided also that the Company shall within five years from the passing of this Act, if the Railways Nos. 5, 6 and 7 shall then be made, construct and open a passenger and goods station in connexion with the Harrow Road.

For protection of the owners of the Spruce Hill Estate.

53. For the protection of William Richard Alexander Cole and William Henry Punnett, the owners or reputed owners of an estate in the parish of Walthamstow, known as the Spruce Hill Estate, through a portion of which Railway No. 20 by this Act authorised may be made, and of their heirs and assigns, the following provisions shall have full force and effect:—

The Company shall, for carrying the Railway No. 20 over a road in course of construction upon the properties numbered 42, 43 and 44 on the deposited plans of that railway, in the parish of Walthamstow, construct a bridge under the said railway at or about a point marked on the said plans one mile seventy-five chains, having a clear span throughout of not less than thirty-five feet and a clear headway throughout of not less than fourteen feet above the surface of the ground, and they shall not divert the said road or alter the present level of the ground to any greater extent than four feet below the level shown on the deposited sections.

For protection of Francis Alexander Hamilton.

54. Whereas the lodge and part of the ornamental ground of Brent Lodge, Finchley, belonging or reputed to belong to and occupied by Francis Alexander Hamilton, are included within the lands which may be taken for the purposes of this Act, and are numbered 21 and 22 in the parish of Finchley on the deposited plans of Railway No. 12. Therefore it shall not be lawful for the Company to take any part of the said Numbers 21 and 22 without the previous consent, in writing, of the said Francis Alexander Hamilton, his heirs or assigns, but the Company shall, for the purposes of this Act, take a portion of the land numbered 16 on the said plans belonging or reputed to belong to and occupied by the said Francis Alexander Hamilton.

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For protection of the Ironmongers Company.

55. In the construction of Railway No. 24, by this Act authorised and the works connected therewith, the following provisions for the protection of the Master and Keepers or Wardens and Commonalty of the Mystery or Art of Ironmongers, London, (in this section called the "Ironmongers Company") shall be observed and have effect:—

(1.) In carrying the said railway through the property of the Ironmongers Company, the Company shall not deviate the centre line of such railway further to the west than is shown upon the deposited plans, but the Company shall be at liberty to deviate such centre line eastward in passing through the property of the Ironmongers Company;

(2.) In addition to the lands required for the construction of the railway, the Company shall purchase the whole of the lands of the Ironmongers Company lying on the east side of the said railway when made, and which lands are coloured green and red upon the plan signed in duplicate by Frederick Archibald Vaughan Campbell, commonly known as Viscount Emlyn, the Chairman of the Committee of the House of Commons, to whom the Bill for this Act was referred, and one copy of such plan shall be deposited in the office of the Ironmongers Company and the other copy shall be deposited in the office of the Company;

(3.) The Company shall pay such sum for the said land and for consequential damage to the residue of the Ironmongers Company's estate as shall, failing agreement, be settled by arbitration, in the manner prescribed by the Lands Clauses Consolidation Act, 1845, with respect to the purchase and taking of lands otherwise than by agreement;

(4.) The Company shall effectually turf, and if required by an arbitrator, in case of difference, plant the slopes of the said railway on the western side, and for ever after keep the same well turfed or planted as the case may be;

(5.) The Company shall provide such approaches and conveniences in connexion with the Ironmongers Company's lands as shall, in the event of difference, be determined by an arbitrator to be appointed by the Board of Trade on the application of either party, and regard shall be had to the fact that the said lands of the Ironmongers Company are suitable for building purposes, it being understood and agreed that the Company are not to acquire lands for the purpose of providing such approaches and conveniences.

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For protection of rifle ranges at Wild Marsh.

56. Whereas the construction and working of Railway No. 20, by this Act authorised, will interfere with certain rifle ranges at Wild Marsh, near the River Lee Navigation, in the parish of Tottenham, which are used by the 3rd Middlesex Rifle Volunteer Corps (herein-after called "the rifle corps"), and with the practice carried on thereat, therefore the following provisions for the protection of the said ranges and the rifle corps, and with reference thereto, shall have effect, videlicet:—

(1.) Before commencing to construct any part of the railway numbered 20, between the River Lee and the Great Eastern Railway, the Company shall, either by extending, heightening and strengthening the existing butts, or by the erection of bullet-proof mounds, screens, or other proper means of protection, provide for the effectual protection of the said railway and persons using the same from danger during rifle practice;

(2.) If the Company provide such protection, either by extending, heightening or strengthening the said butts, they shall at all times thereafter maintain and keep the said butts in a proper and sufficient state of repair, and if they provide such protection by erecting bullet-proof mounds, screens or other means of protection, they shall at all times maintain and keep the same in a proper and efficient state of repair;

(3.) If any difference arise between the Company and the rifle corps, or the commanding officer thereof, with regard to the sufficiency of the protection provided, or the repair or maintenance thereof, the same shall be referred to and determined by an engineer or military officer, to be appointed in the event of difference by Her Majesty's Principal Secretary of State for War, on the application of either party in difference, and such referee shall have power to prescribe and settle the works to be executed by the Company, in order to provide proper and efficient protection for the purposes aforesaid;

(4.) The Company shall keep indemnified all persons using the said rifle ranges with the permission of the commanding officer of the rifle corps from or in respect of any accident to persons or property that may happen through the insufficiency or want of repair of any such mounds, screens or other means of protection;

(5.) The Company shall not, otherwise than with the consent of the said commanding officer, or except for the purpose of constructing the works by this section authorised, permit any workmen or others to be on any part of the railway between the said River Lee and the Great Eastern Railway during those

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periods of the day at which rifle shooting shall be conducted at the said ranges until such effectual protection shall have been completed as aforesaid;

(6.) The Company shall pay to the treasurer or commanding officer of the rifle corps for the time being, on behalf of the rifle corps, as and for compensation for the injury which the construction, maintenance and use of the railway may involve to the said rifle ranges and the property of the rifle corps, and for any depreciation in value to the said property, (if any such injury or depreciation shall arise) such a sum of money as in default of agreement between the Company and the rifle corps shall be determined by arbitration as if the amount of such compensation were disputed and ascertained under the Lands Clauses Consolidation Act, 1845, and such sum may be applied by the said treasurer or commanding officer for the extension or improvement of the said butts or otherwise for the benefit of the rifle corps.

As to crossing the Beckton Railway.

57. The works for carrying the railway across the Beckton Branch Railway, numbered 32 on the deposited plans of Railway No. 24, shall be constructed in such manner and according to such plans as shall be approved by the Board of Trade.

Capital.

58. The capital of the Company shall be two million pounds, in two hundred thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

59. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

60. One-fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt clause in cases of persons not sui juris.

61. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow by instalments.

62. The Company may, in respect of the capital of two million pounds, which they are by this Act authorised to raise, from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole six hundred and sixty-six thousand six

hundred pounds, in manner following (that is to say): In respect of every sum of three hundred thousand pounds of such capital of two million pounds any sum not exceeding in the whole one hundred thousand pounds, but no part of any such several sums of one hundred thousand pounds shall be borrowed until shares for so much of the respective portion of capital in respect of which any sum is authorised to be borrowed are issued and accepted and one-half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such respective portion of capital have been issued and accepted, and that one-half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, that such persons or corporations, or their executors, administrators, successors or assigns, are legally liable for the same and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

For appointment of a receiver.

63. The mortgagees of the undertaking may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver, in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall be not less than ten thousand pounds in the whole.

Debenture stock.

64. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act, 1863, but notwithstanding anything therein contained the interest of all debenture stock, and of all mortgages, at any time created and issued, or granted by the Company under this or any subsequent Act shall, subject to the provisions of any subsequent Act, rank pari passu (without respect to the dates of the securities, or of the Acts of Parliament, or resolutions by which the stock or mortgages were authorised), and shall have priority over all principal moneys secured by such mortgages.

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Application of moneys.

65. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

66. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

67. The number of directors shall be six, but the Company may from time to time reduce the number, provided that the number be not less than five.

Qualification of directors.

68. The qualification of a director shall be the possession in his own right of not less than one hundred shares.

Quorum of directors.

69. The quorum of a meeting of directors shall be three.

First directors.

70. Arthur Telford Simpson, Robert Paulson Spice, Alfred Ely Hargrove, Hutton Vignoles, and two other duly qualified persons to be nominated by them, and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or nominated as aforesaid, or any of them, or may elect a new body of directors or directors to supply the places of those not continued in office, the directors appointed by this Act, or nominated as aforesaid, being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act, 1845; and the several persons elected at any such meeting, being neither removed nor disqualified, nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

71. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed ten acres.

Owners may be required to sell parts only of certain lands and buildings.

72. And whereas in the construction of the railways it may happen that portions only of the buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same, and that such portions may be severed from the remainder of such properties without material detriment thereto: Therefore, notwithstanding section ninety-two of the Lands Clauses Consolidation Act,

1845, unless the jury, or the arbitrators, or their umpire, to whom the question of disputed compensation shall be submitted, shall determine that such portions cannot be severed from the remainder of such properties without material detriment thereto, the owners of and persons interested in the lands, buildings or manufactories described in the schedule to this Act, and whereof parts only are required for the purposes of this Act, may be required to sell and convey to the Company the portions only of the properties so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other persons interested therein by severance or otherwise.

Period for compulsory purchase of lands.

73. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Restriction as to common or commonable lands.

74. For the purposes of the railways by this Act authorised, the quantity of land to be taken by the Company from the commonable land known as Wild Marsh, in the parish of Tottenham, shall not exceed seven acres; and from Epping Forest, in the parish of Walthamstow, shall not exceed one and a half acres. And the railway through Epping Forest shall be wholly constructed in tunnel, and except with the written consent of the Conservators of Epping Forest under the hand of their clerk, no part of the crown of such tunnel shall be of a less depth than twenty-six feet below the surface of Epping Forest.

Provision as to Wild Marsh Common.

75. The centre line of the Railway No. 20 by this Act authorised shall, as far as practicable, be deviated as near to the northern limits of deviation shown on the deposited plans in the parish of Tottenham, so as to involve the least possible interference with the commonable land known as Wild Marsh in that parish; and the Company shall provide and maintain a proper access or accesses over or under the railway to so much of the said commonable land as may be severed by the railway. The Company shall also use their best endeavours to obtain an equivalent quantity of land adjacent to the said commonable lands to be substituted for the land taken for the purposes of the railway: Provided always that the value of the land so substituted shall be taken into account in determining the compensation to be paid by the Company for the commonable land taken by them as aforesaid. If any difference shall arise as to the mode of carrying out this enactment, the same shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers for the time being.

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Provision as to Bound's Green Common.

76. The Railway No. 17 by this Act authorised, shall not be constructed upon any part of the common land in Bound's Green Lane, in the parish of Tottenham, delineated on the plan deposited with the Inclosure Commissioners for England and Wales, and referred to in the scheme with respect to Tottenham Commons, sealed by the said Commissioners, and dated the thirtieth day of December, one thousand eight hundred and eighty-one.

Power to take easements by agreement.

77. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right or privilege, not being an easement of water, required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights, and privileges as aforesaid respectively.

Deposit money not to be repaid except so far as railway is opened.

78. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of eighty-one thousand nine hundred and fifty-nine pounds consolidated three per cent. annuities, being equal in value to five per centum upon the amount of the estimate in respect of the railway, has been transferred into the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, which sum is referred to in this Act as the deposit fund: Be it enacted, that, notwithstanding anything contained in the said Act, the deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are or is in this Act referred to as the depositors), unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railway, open the same for the public conveyance of passengers: Provided that, if within such period as aforesaid, the Company open any portion of the railway for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Chancery Division shall, on the application of the depositors or

the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

79. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation, or inadequate compensation, has been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the Chancery Division, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that, until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for completion of works.

80. If the railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers

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by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Notice to be given of taking houses of labouring classes.

81. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of the labouring classes to be displaced.

82. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice, and the Company may, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose and may on such lands erect labouring class dwellings, and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

Tolls.

83. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say):—

Passengers.

In respect of passengers and animals conveyed in carriages upon the railway, or any part thereof, as follows:

For every person conveyed in or upon any such carriage, per mile twopence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Animals.

Class 1. For every horse, mule, ass, or other beast of draught or burden, conveyed in or upon any such carriage, per mile threepence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class 2. For cattle conveyed in or upon any such carriage, per head per mile twopence; and if conveyed in or upon any

carriage belonging to the Company an additional sum per mile of one penny; A.D. 1882.

Class 3. For every calf, pig, sheep, or other small animal, conveyed in or upon any such carriage, per mile one penny; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one halfpenny;

In respect of goods conveyed on the railway: Goods.

Class 4. For all coal, coke, culm, cannel, ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets and rolled iron, limestone, chalk, lime, bricks, salt, sand, fire-clay, cinders, slag and stone, per ton per mile one penny halfpenny; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class 5. For all dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, charcoal, stones for building, pitching and paving, tiles, slates, and clay (except fire-clay), and for wrought iron, not otherwise specifically classed herein, and for heavy iron castings, including railway chairs, per ton per mile twopence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class 6. For sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals and metals (except iron), nails, anvils, vices and chains, and for light iron castings, per ton per mile twopence halfpenny; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

Class 7. For cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

Class 8. And 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 belonging to the Company, per mile sixpence; and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

84. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal, or for each Limiting charges for propelling power.

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ton of goods in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

85. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :—

Short distances.

For all passengers, animals, or goods, conveyed on the railway for a less distance than four miles, the Company may demand tolls and charges as for four miles;

Fractional parts of a mile.

For a fraction of a mile beyond four miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile; and in respect of passengers, every fraction of a mile beyond an integral number of miles shall be deemed a mile;

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

General weight.

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight;

Weight of stone and timber.

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for small parcels and great weights.

86. With respect to small packages not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following (that is to say) :—

For the carriage of small parcels on the railway: —

For any parcel not exceeding seven pounds in weight, threepence;

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight, fivepence;

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight, sevenpence;

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight, ninepence;

And for any parcel exceeding fifty-six pounds and not exceeding five hundred pounds in weight the Company may demand any sum they think fit:

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Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight:

For the carriage of any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons, the Company may demand any sum not exceeding sixpence per ton per mile;

For the carriage of any single article the weight of which including the carriage exceeds eight tons, the Company may demand and take any sum they think fit.

Maximum rates for passengers.

87. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage, threepence per mile:

For every passenger conveyed in a second-class carriage, twopence per mile;

For every passenger conveyed in a third-class carriage, one penny farthing per mile.

Maximum rates for animals and goods.

88. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for every other expense incidental to such conveyance, except a reasonable charge for loading and unloading of goods at any terminal station, of such goods and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company, shall not exceed the following sums (that is to say):—

For every animal mentioned in Class 1, per mile fourpence;

For every animal mentioned in Class 2, per mile threepence;

For every animal mentioned in Class 3, per mile one penny halfpenny;

For the articles and goods mentioned in Class 4, per ton per mile one penny halfpenny;

For the articles and goods mentioned in Class 5, per ton per mile twopence;

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For the articles and goods mentioned in Class 6, per ton per mile threepence;

For the articles and goods mentioned in Class 7, per ton per mile fourpence;

For any carriage mentioned under Class 8, not weighing more than one ton, sixpence per mile; if weighing more than one ton, one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

Passengers luggage.

89. Every passenger travelling upon the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

90. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

91. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

92. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Reciprocal running powers to and with Tilbury Company.

93. The Company and the Tilbury Company (herein-after called "the two companies") may run over and use with their engines and carriages of every description, and with their clerks, officers and servants, all or any part of the respective railways herein-after mentioned, together with all stations, sidings, platforms, points, signals, junctions and roads, water, engines, engine-sheds, standing room for engines, booking and other offices, warehouses, machinery, works and conveniences connected therewith respectively (that is to say):—

The Company may run over and use so much of the London, Tilbury and Southend Railway as lies between the junction of

the Railway No. 23 by this Act authorised therewith and Tilbury, including access to the intended East and West India Docks at or near Tilbury;

The Tilbury Company may run over and use the railways by this Act authorised or any part thereof respectively.

As to payments in respect of running powers.

Each of the two companies shall pay to the other company in respect of the running powers exercised by them under the authority of the last preceding enactment, the mileage proportion attributable to the railways or portion of railway run over of their gross receipts from the traffic in respect of which the running powers are exercised, whether such traffic arises upon the said railways or portion of railway, or originates or ends on from or beyond the railways by this Act authorised, but passing over the same or some part thereof, after deducting from such gross receipts (first) the usual clearing house terminals arising thereon, where station accommodation is found by either company, or by another railway company on whose line the traffic originates or ends, and also paid-ons, paid-outs, proportions paid or due to the other company or companies, and Government duty; and (secondly) from the net sum thereby ascertained thirty per centum for working expenses to the carrying company. And the said payments shall be made monthly in accordance with the regulations of the clearing house from time to time in force.

For protecing local traffic.

In exercising the powers herein-before granted, it shall not be lawful for either company, unless with the consent in writing of the other company, to take up at any station of the same company, upon the railways or portion of railway herein-before specified, any passengers, parcels, animals, goods or minerals, and to deliver the same at another station of the same company; and if either company violate this enactment they shall for every such violation pay to the company on whose railway the said traffic was conveyed fifty pounds by way of penalty, which may be recovered in any court of competent jurisdiction.

As to services on portions of railway run over and stations used.

The Company shall perform upon the railways belonging to them and at the stations thereon, all such services and duties as may be necessary or reasonable for the convenient conduct of the traffic of the Tilbury Company upon payment of such charges for the same and for the use of such stations as may be agreed upon between the two companies; and if any difference shall arise between the companies as to the amount of such payments, or as to the nature, extent, or sufficiency of the services and duties so to be performed and the use made of such stations, such difference shall from time to time be settled by arbitration, as herein-after provided: And the

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arbitrator to whom the matter may be referred may determine the amount of such payments, and prescribe what duties and services shall be so performed, and if he be of opinion that it is needful for the protection of the due working or development of the traffic of the Tilbury Company, he may prescribe that that company may employ at any of the stations aforesaid, to be designated by the arbitrator, such clerks, agents and servants as he may by his award define, and he may likewise prescribe the accommodation that shall be given at such station to the said clerks, agents and servants, and may lay down rules for their conduct and may prescribe the payments to be made for the accommodation so afforded, and the award made from time to time by the arbitrator shall be binding upon the companies, and shall be obeyed by them respectively: Provided always that the right to use the said stations shall not be suspended during such arbitration: Provided also that it shall be lawful for each company to cart goods into and out of the stations herein-before mentioned of the other company.

And if, and so long as the Company work the railways by this Act authorised, the Tilbury Company shall perform upon the portion of the railway of the Tilbury Company run over and used by the Company as aforesaid, the like services and duties upon payment of charges to be determined in the like manner, and subject to the like provisions as are herein-before prescribed with reference to the services and duties to be performed by the Company.

Providing for settlement of differences by arbitration.

Any difference which may from time to time arise between the two companies with respect to the use hereinbefore provided of their respective undertakings, or with respect to the regulations under which that use shall be enjoyed, shall be settled by arbitration in the manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

Providing for traffic facilities in lieu of running powers.

94. If either of the two companies from time to time desire that instead of exercising the running powers by this Act conferred upon them over any of the before-mentioned railways or portion of railway of the other company, or any part or parts thereof, traffic facilities should be afforded by that other company, the following provisions shall apply and have effect:—

(1.) The Company so desiring shall give notice in writing under their common seal to the other company of the portion or portions of railway over which they desire such facilities to be afforded, and such notice shall be deemed to include the stations, watering-places, water, booking-offices, warehouses, landing-places, sidings, works and conveniences connected therewith;

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(2.) Upon and from the expiration of one month from the giving of any such notice, the Company to whom the notice is given shall afford to the Company giving the notice, all such facilities and accommodation as are usual or useful for the convenient working or development of railway traffic of every description, including among other things through booking, through tickets and invoices, and so far as may reasonably be required through carriages and waggons and conveniently timed and arranged trains, and the employment and accommodation at the stations and offices of the Company to whom the notice is given of the officers and servants of the Company giving the notice, and the Company to whom the notice is given shall at all times and in all respects conduct, forward, carry on and accommodate all such traffic on equal terms with and as if it were their own traffic;

(3.) Each of the two companies shall pay to the other company in respect of the facilities so rendered the mileage proportion attributable to the railways or portion of railway run over of their gross receipts from the traffic, in respect of which the facilities are exercised, whether such traffic arises upon the said railways or portion of railway, or originates or ends on from or beyond the railways by this Act authorised, but passing over the same or some part thereof, after deducting from such gross receipts the usual clearing house terminals thereon where station accommodation is found by either company, or by another railway company on whose line the traffic originates or ends, and also paid-ons and paid-outs, proportions paid or due to the other company or companies and Government duty. And the said payments shall be made monthly in accordance with the regulations of the clearing house from time to time;

(4.) During the continuance of any such notice, the running powers by this Act granted over the part or parts, portion or portions of railway mentioned therein, shall not be exercised, but the Company by whom the notice is given may at any time after the expiration of six months from the time of the notice taking effect, by similar notice put an end to the same, and may thenceforth exercise those running powers as fully and effectually as if the traffic facilities had not been required or afforded:

Provided that nothing in this section shall apply to the Company, except while they are working their railways or to any company other than the Company, or to or in respect of the traffic of any company other than the Company.

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Any difference which may from time to time arise between the two Companies with respect to the use herein-before provided of their respective undertakings, or with respect to the regulations under which that use shall be enjoyed, shall be settled by arbitration in the manner provided by the Railways Clauses Consolidation Act, 1845 with respect to the settlement of disputes by arbitration.

As to traffic of Metropolitan Railway Company.

95. The Company shall provide all necessary accommodation at the junction of Railway No. 8 with the Metropolitan Railway, for the interchange and forwarding of the traffic of the Metropolitan Company, and shall carry, or in default shall permit to be carried, from and to such junction, over all or any part of their system, and to and from any junction between the railway and any other railway all traffic going from or destined for the Metropolitan Railway at the usual mileage terms, and in case they give to any company, other than the Tilbury Company, running powers or any better facilities for the transmission and conveyance of traffic than are hereby given to the Metropolitan Company, they shall give like running powers or facilities, as the case may be, upon the same terms to the Metropolitan Company.

As to traffic of Great Western Railway Company.

96. The Company shall provide all necessary accommodation at the junction of their railway with the Great Western Railway for the interchange and forwarding of the traffic passing to and from the railways of the Great Western Company, and shall carry, or in default shall permit to be carried, from and to such junction, over all or any part of their system, and to and from any junction between the railway and any other railway, all traffic going from, or destined for the railways of the Great Western Company, at the usual mileage terms; and in case they give to any company, other than the Tilbury Company, running powers or any better facilities for the transmission and conveyance of traffic than are hereby given to the Great Western Company, they shall give like running powers or facilities, as the case may be, upon the same terms to the Great Western Company.

As to traffic of Great Northern Railway Company.

97. The Company shall provide all necessary accommodation at the junction of their railway with the Great Northern Railway for the interchange and forwarding of the traffic passing to and from the railways of the Great Northern Company, and shall carry, or in default shall permit to be carried, from and to such junction, over all or any part of their system, and to and from any junction between the railway and any other railway, all traffic going from, or destined for the railways of the Great Northern Company, at the

usual mileage terms; and in case they give to any company, other than the Tilbury Company, running powers or any better facilities for the transmission and conveyance of traffic than are hereby given to the Great Northern Company, they shall give like running powers or facilities, as the case may be, upon the same terms to the Great Northern Company.

As to traffic of Great Eastern Railway Company.

98. The Company shall provide all necessary accommodation at the junctions of their railways with the lines of the Great Eastern Railway for the interchange and forwarding of the traffic passing to and from the railways of the Great Eastern Company, and shall carry, or in default shall permit to be carried, from and to such junctions, over all or any part of their system, and to and from any junction between the railway and any other railway, all traffic going from or destined for the railways of the Great Eastern Company, at the usual mileage terms; and in case they give to any company, other than the Tilbury Company, running powers or any better facilities for the transmission and conveyance of traffic than are hereby given to the Great Eastern Company, they shall give like running powers or facilities, as the case may be, upon the same terms to the Great Eastern Company.

As to traffic of District Company.

99. The Company shall provide all necessary accommodation at the junction of their Railway No. 1 with the District Railway for the interchange and forwarding of the traffic of the District Company, and shall carry, or in default shall permit to be carried, from and to such junction over all or any part of their system, and to and from any junction between the railway and any other railway, all traffic going from or destined for the District Railway at the usual mileage terms; and in case they give to any company other than the Tilbury Company running powers, or any better facilities for the transmission and conveyance of traffic than are hereby given to the District Company, they shall give the like running powers or facilities, as the case may be, upon the same terms to the District Company.

Arbitration clause.

100. If any difference arises between the Company, on the one hand, and any of the local boards, school boards, vestries, or any other company (except railway companies), body or person hereinbefore mentioned, on the other hand, with respect to the matters in this Act mentioned, or any of them, the matter in difference shall (unless otherwise specially provided by this Act) be referred to, and shall be decided by an engineer or other fit person, nominated as referee by the Board of Trade, on the application of either party, and the expenses of the reference shall be borne and paid as the referee directs.

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Classification table to be open to inspection, and copies to be sold.

101. The book, tables or other document in use for the time being, containing the general classification of goods carried by goods or merchandise train on the railways shall, during all reasonable hours, be open to the inspection of any person without the payment of any fee, at every station at which goods or merchandise are received for transmission; and such book, tables or other document, as annually revised, shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges (if any) to be specified on application.

The Company shall, within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railways shall be distinguished from the terminal charges, if any; and if any terminal charge is included in such account, the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and, in the case of a continuing offence, for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty shall be recovered and applied in the same manner as penalties imposed by section fourteen of the Regulation of Railways Act, 1873.

36 & 37 Vict. c. 48.

Saving rights of the Crown in the foreshore.

102. Nothing contained in this Act shall authorise the Company to take, use or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in this Act contained extend to take away, prejudice, diminish or alter any of the estates, rights, privileges, powers or authorities vested in, or enjoyed, or exerciseable by the Queen's Majesty, Her heirs, or successors.

Interest not to be paid out of capital.

103. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

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

Provisions as to general Railway Acts.

105. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Expenses of Act.

106. All costs, charges, and expenses of and incident to the preparing for, obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

Describing Lands, Buildings and Manufactories, of which portions only are required to be taken.

No. of Railway.	Number on Deposited Plans.	Parish.	Description of Property.
No. 14	1	Edmonton -	Buildings of Gas Works.
„ 17	20 and 22	Tottenham -	Garden adjoining Public House.
„ 20	11	Walthamstow -	Pottery.
„ 24	33A	East Ham -	Bakery.

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