ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

****

Cap. lxxviii.

An Act to enable the Northern and Eastern Railway Company to alter the Line of their Railway, by forming a Junction with the Eastern Counties Railway; and to provide a Station and other Works at *Shoreditch*; and to amend the Act relating to the Northern and Eastern Railway.

[19th *July* 1839.]

WHEREAS an Act was passed in the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway to form a* 6 & 7 W. 4.
Communication between London *and* Cambridge, *with a view to its* c. 103.
being extended hereafter to the Northern and Eastern Counties of England: And whereas an Act was passed in the said Sixth and Seventh Years of the Reign of His said late Majesty, intituled *An Act for* 6 & 7 W. 4.
making a Railway from London *to* Norwich *and* Yarmouth, *by* Rom- c. 106.
ford, Chelmsford, Colchester, *and* Ipswich, *to be called "The Eastern Counties Railway:"* And whereas it will be greatly beneficial to the said Northern and Eastern Railway Undertaking, and also of Advantage to the Public, that the Terminus near *London* of the said last-

mentioned Railway should be altered by making a Deviation from the Line of the said Railway, such Deviation to commence in the Parish of *Tottenham* in the County of *Middlesex*; and by forming a Junction with the said Eastern Counties Railway at or near *Angel Lane, Stratford*, in the County of *Essex*; and that the Traffic of the said Northern and Eastern Railway should be continued from the Point of such Junction upon or within the Line of the said Eastern Counties Railway; and that a Station, Yard, and Warehouses, and other Conveniences, should be provided for the said Northern and Eastern Railway near to the *London* Depôt or Terminus of the said Eastern Counties Railway; 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, That all the Powers, Authorities, Declarations, Provisions, Directions, Restrictions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said first-recited Act, and in any Act for extending the Powers given by the said first-recited Act, (except such of them, or such Parts thereof respectively, as are by this Act repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made or done, and shall operate and be in force, in respect to the extended or altered Line to be made by virtue of this Act, and to the Objects and Purposes of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Declarations, Provisions, Directions, Restrictions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, and Things, were repeated and re-enacted in this Act, and specifically referred to the Objects and Purposes of this Act.

Powers of the Northern and Eastern Railway Act extended to this Act, except as hereby altered.

II. And be it further enacted, That it shall be lawful for the Northern and Eastern Railway Company and they are hereby empowered to alter the Line of their said original Railway which by the said first-recited Act they are empowered to make, and to connect the said Northern and Eastern Railway with the said Eastern Counties Railway by deviating from the original Line of the said intended Northern and Eastern Railway at a Point in the Parish of *Tottenham* in the County of *Middlesex*, and continuing and carrying on the said last-mentioned Railway from such Point of Deviation to a Junction with the said Eastern Counties Railway at or near *Angel Lane* in the Parish, Hamlet, or Place of *West Ham, Stratford*, in the said County of *Essex*, and which said Railway between such Points of Deviation and such Point of Junction as aforesaid is intended to pass through the Parishes, Townships, and Extra-parochial Places of *Tottenham* in the County of *Middlesex*, and *Walthamstow, Low Leyton, Wanstead*, and *West Ham, Stratford*, or some of them, in the said County of *Essex*.

Power of Deviation.

III. And be it further enacted, That the said Northern and Eastern Railway Company shall be and they are hereby required to abandon such Parts of the said original Railway which by the said first-

Power to abandon Part of original Railway.

first-recited Act they are empowered to make as extend from such Point of Deviation as aforesaid to the said originally intended Depôt or Terminus near *London*, and which by reason of the Alteration and Deviation by this Act authorized to be made will be rendered useless and unnecessary; and that all the Powers, Authorities, Privileges, and Directions which by the same Act are given to the said Northern and Eastern Railway Company, so far as the same extend to such abandoned Line of Railway, and to their intended Depôt and Approaches in the Parish of *Saint Mary Islington*, shall, from and immediately after the passing of this Act, cease and determine.

Contracts along abandoned Line to be performed.

IV. Provided always, and be it enacted, That nothing herein contained shall prejudice or in any way affect the Right and Interest of any Person, being Owner, Lessee, or Occupier of Lands, Houses, or Buildings upon the said Part of the Line proposed to be abandoned, as the same existed at the Time of the passing of this Act; and that the said Northern and Eastern Railway Company shall carry into effect all Contracts and Agreements which have been entered into for and on behalf of the same Company, for the Purchase by the same Company of any Lands and Buildings along the Line of Railway which the said Company is hereby required to abandon, or near or contiguous thereto, in such and the same Manner in all respects as if the said Line had not been abandoned; and that all such Lands and Buildings shall and may be conveyed, surrendered, and assigned to or in Trust for the said Company, notwithstanding any Law to the contrary; and that all the Provisions of the said first-recited Act, in regard to the Conveyance or Enfranchisement of Lands and Buildings to the said Company, and the Payment of the Consideration for the same, and the Sale thereof, as not required for the Purposes of the same Company, shall be in full Force and Effect in regard to all Lands and Buildings contracted to be purchased as aforesaid as if the same Provisions were herein repeated and re-enacted; and such Provisions for the Sale of such Lands and Buildings shall and may be acted upon either before or after the making the said altered Line of Railway: Provided also, that it shall be lawful for the same Company, instead of completing such Contracts, to treat with the Parties who under the Provision lastly herein-before contained would be entitled to require that the same should be carried into effect, for the Abandonment thereof, and to make Compensation to such Parties for such Abandonment, in case they shall be willing to accept such Compensation instead of having the said Contracts fulfilled; and all Agreements which at any Time heretofore may have been made by the said Company for abandoning any such Contracts for Purchase, and for making Compensation in lieu thereof, shall be and the same are hereby declared to be valid and effectual to all Intents and Purposes whatsoever.

Power to provide Station, &c.

V. And be it further enacted, That it shall be lawful for the said Northern and Eastern Railway Company and they are hereby empowered to provide a Station, Depôt, and Yard, and to erect Warehouses, and such other Buildings, Works, and Conveniences, with all necessary Approaches, as they shall think proper for the Purposes of

of their said Railway Undertaking, and to construct a Railway from such Station to join the said Eastern Counties Railway in the respective Parishes, Townships, and Extra-parochial Places of *Saint Matthew Bethnal Green*, *Christchurch Spitalfields*, and *Saint Leonard Shoreditch*.

Power to take Lands for the Purposes of this Act.

VI. And be it further enacted, That it shall be lawful for the said Northern and Eastern Railway Company, and they are hereby empowered, for the Purposes aforesaid, to take the Lands and Buildings described in the Schedule to this Act, and delineated on the Plans and described in the Books of Reference deposited (as herein-after mentioned) with the Clerks of the Peace for the Counties of *Essex* and *Middlesex* respectively; and all the Clauses, Powers, Provisions, Directions, Regulations, Liabilities, and Restrictions contained in the said Northern and Eastern Railway Act, and in any Act passed for the Extension of the same Act, relating to the compulsory Purchase of Land for making the said Northern and Eastern Railway, shall extend and apply to the Purchase of Lands and Buildings for the Railway hereby authorized to be made, and for the Station, Depôt, Yard, Warehouses, Works, Buildings, Conveniences, and Approaches hereby authorized to be made and provided, as fully to all Intents and Purposes as if such Clauses, Powers, Provisions, Directions, Regulations, and Restrictions were herein repeated and re-enacted with respect to the Lands and Buildings hereby authorized to be taken as aforesaid.

Maps or Plans, Sections, and Books of Reference to remain with Clerks of the Peace.

VII. And whereas Maps or Plans and Sections describing the said altered Line of Railway, and the Lands in and through which the same respectively, and the Works connected therewith, and the said intended Station, Yard, and other Conveniences, and the Line of Railway between such Station and the said Eastern Counties Railway, are intended to be carried, or made, erected, built, or provided, together with Books of Reference thereto containing the Names of the Owners or reputed Owners and of the Occupiers of such Lands have been deposited in the Offices of the several Clerks of the Peace for the Counties of *Middlesex* and *Essex*, being the Counties within which such altered Line of Railway, and such intended Station, Yard, and Conveniences, and connecting Line of Railway, are intended to be made and provided; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with the said Clerks of the Peace respectively, and all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace having the Custody thereof the Sum of One Shilling for every such Inspection, and for Copies or Extracts from the said Books after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or so much thereof respectively as shall relate to any Matter in question, certified by the Clerk of the Peace from whose Office the same shall be obtained, who is hereby required to certify the same, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

VIII. Po-

Power to make new Railway, &c.

VIII. Provided always, and be it further enacted, That it shall be lawful for the said Northern and Eastern Railway Company to make the said Railway from *Tottenham* aforesaid, and provide such Station, Buildings, and Works, and make the said Railway from such Station to the said Eastern Counties Railway in the Line or Course, and upon, across, under, or over the Lands in the Schedule to this Act, and delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference, or in the Schedule to this Act annexed, if it shall appear to any Two Justices of the Peace for the County or Place wherein such Lands shall be situated, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and kept by the Clerk of the Peace of such County or Place as aforesaid, and shall be sufficient for all the Purposes of this Act.

Houses, Gardens, &c. not to be taken without Consent, unless specified in the Schedule.

IX. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any other Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any Houses or other Buildings which were erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-eight, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner or Occupier thereof respectively, unless the Omission thereof shall have proceeded from Mistake or Inadvertence, and unless it shall be so certified in the Manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Limiting Deviations from Datum Line described on the Section.

X. And be it further enacted, That in making the said altered or new Line of Railway it shall not be lawful for the said Northern and Eastern Railway Company to deviate from the Levels thereof as referred to the common Datum Line described on the Section so deposited as aforesaid, and as marked on the same, to any Extent in any Place exceeding Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any Public Sewers or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said altered or new Line of Railway, as denoted by the said Section, shall be made in any Place to an Extent exceeding

ing the Rate of Three Feet *per* Mile: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be fixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church, on some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Section, the Word "Owners" shall be deemed and taken to mean such Persons as are by this Act and the said first-recited Act capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Limiting Alteration of Curves.

XI. And be it further enacted, That in making the said altered or new Line of Railway it shall not be lawful to diminish the Radius of any Curve, as described on the Plan so deposited with the Clerks of the Peace as aforesaid, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles on the Plan.

Limiting Alteration of Levels.

XII. And be it enacted, That no Part of the said Railway hereby authorized to be made shall pass across any Street or Highway on which Carriages or Carts shall pass on the Level; and that in case the Level of any Turnpike Road or public Carriage Road shall be altered by means of such Railway, the Ascent or Descent of such Turnpike Road shall not be less than One Foot in Thirty Feet, or of such public Carriage Road than One Foot in Twenty Feet.

Company not to enter Lands (except for setting out the Railway) until Payment of Purchase Money.

XIII. Provided always, and be it further enacted, That nothing in the said first-recited Act or this Act contained shall be held to authorize or empower the said Northern and Eastern Railway Company, their Agents or Workmen, to enter into or upon the Land of any Person or Corporation whatsoever (except for the Purpose of surveying and taking Levels thereof, or of setting out and appropriating, for the Purposes of the said first-recited Act or this Act, such Part thereof as the said Company are by the said first-recited Act or this Act empowered to take or use, and except for some One or more of the Purposes for which the said Company are by the said first-recited Act and this Act authorized), without previous Payment, Tender, or Deposit of Compensation; to take temporary Possession of Lands adjoining or lying near to the said Railway, until the said Company shall have previously paid, tendered, or deposited, in manner by the said first-recited Act and this Act directed, to or for the Use of the Parties entitled to such Lands, or reputed so to be, the Purchase Money or Compensation which shall have been agreed upon or awarded to be paid in respect of the same.

XIV. And

Power to enter Lands, on Payment or Tender of Purchase Money, and for setting out the Line.

XIV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner in the said first-recited Act mentioned, for the Purchase of any Lands for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable from any Cause whatever to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands, to the Satisfaction of the said Northern and Eastern Railway Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable, from any Cause, to convey the same, then upon Payment of such Money into the Bank of *England* as in the said first-recited Act directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, which any Corporation, Trustee, or Person under Disability is by the said recited Act capacitated to convey, upon Payment of the same into the Bank of *England*, as in the said first-recited Act is directed, to an Account *ex parte* "The Northern and Eastern Railway Company," then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties, in respect of whose Rights or Interests such Purchase Money shall have been paid, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said first-recited Act and this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, and all Estates Tail, and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever, of and in the said Lands purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid, it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act or the said first-recited Act, except as hereafter mentioned, without the previous Consent of the Persons in Receipt of the Rents and of the Occupiers thereof respectively: Provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking by Stakes or otherwise the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same (but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof), with the Consent of the Occupiers thereof, or without their Consent at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by any Justice of the Peace acting for the County or Place within which such Lands or any Part thereof may be

be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line, and the Nature of the Soil thereof, whether by the Destruction of Timber, boring, Excavation, or otherwise; such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the County or Place where the said Lands may lie.

Penalty on Company entering upon Lands without Consent before Payment of Purchase Money.

XV. And be it further enacted, That if the said Northern and Eastern Railway Company, or any of their Contractors, shall wilfully enter upon and take possession of any Lands, except for the Purposes herein mentioned, without such Consent as aforesaid, or without having made or tendered Payment for the same as aforesaid, the said Company shall forfeit and pay to the Party in Possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice to the said Company from the Party in Possession of such Lands, continue in unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Twenty-five Pounds for every Day they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid if they shall, *bonâ fide* and without Collusion, have paid or tendered or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the said Company may have reasonably believed to be entitled to receive, although such Person may not have been legally entitled to receive, the same, or the said Company shall have *bonâ fide* made an incorrect Deposit thereof, nor shall any Decision of Justices under the Provision herein-before contained be held conclusive as to the Right of Entry by the said Company: Provided also, that in case the said Company shall have given Notice of this Provision to any Contractor or Contractors, the said Company shall be entitled to recover from their Contractors any Penalty in which they may have been convicted, in consequence of the Acts of such Contractors, or their Servants, Agents, or Workmen, done without the Authority of the said Company.

Lands bought of any Corporation, or Person under any Disability, to be valued by Two Sur-

XVI. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands to be purchased from or conveyed by any Corporation, or any Person under any Disability or Incapacity, as in the said first-recited Act mentioned, or not having Power to sell, except under the Provisions of the said first-recited Act or this Act, shall in no Case be less than such Sum as the same shall be estimated at by the Verdict of a Jury, or by Two able practical Surveyors,

Surveyors, one of whom shall be nominated by the said Northern and Eastern Railway Company, and the other by the Person or Corporation contracting or agreeing to sell the same; and if such Two Surveyors shall not agree in the Valuation thereof, then by such Third Surveyor as any Two Justices acting for the County in which the Lands or any Part thereof shall be situate shall for that Purpose nominate; and each of the said Two Surveyors, if they shall agree in and make their Valuation, or if not then the Surveyor so to be nominated by the Justices as aforesaid, shall annex to their or his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof. veyors or their Umpire.

XVII. And be it further enacted, That in all Cases of Controversy between the said Northern and Eastern Railway Company and any Person or Persons, where by the said first-recited Act a Jury is authorized or directed to be summoned, it shall be lawful for the said Company, or for the Person or Persons with whom any such Controversy shall arise, and they are hereby empowered, if they think fit so to do, to require the Sheriff or Under Sheriff of the County in which such Controversy is to be determined to summon the Party with whom such Controversy shall arise, or the said Company, to appear by himself or themselves, or his or their Attorney, before the said Sheriff or Under Sheriff, at such convenient Place and Time as such Sheriff or Under Sheriff shall appoint, for the Purpose of nominating a Special Jury between the said Parties; which Requisition to the said Sheriff or Under Sheriff shall be served on such Sheriff or Under Sheriff a reasonable Time before the Time appointed for taking the said Inquiry; and such Sheriff or his Under Sheriff shall and he is hereby required to produce or cause to be produced at the Place and Time so appointed the Jurors Book and Special Jurors List, and the Numbers written on Parchment or Card, as specified and directed in and by an Act passed in the Sixth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for consolidating and amending the Laws relative to Jurors and Juries*, and at the Place and Time so appointed the said Sheriff or his Under Sheriff, or some Person duly appointed by them or one of them, shall proceed to nominate or strike a Special Jury in the Manner specified and authorized by the last-mentioned Act to be performed by the proper Officers of Her Majesty's Courts at *Westminster*, and the said Sheriff or Under Sheriff, or some Person duly appointed by them or either of them as aforesaid, shall at some then future reasonable Time and Place to be appointed by him in that Behalf proceed to reduce the said Special Jury in the Manner used and accustomed to be performed by the proper Officers of the Superior Courts as aforesaid, of which last-mentioned Time and Place not less than Twenty-four Hours Notice in Writing shall be given by the Party requiring such Special Jury to be summoned to the said other Party; and the Special Jurymen to be summoned impannelled, and returned by the said Sheriff or Under Sheriff, shall be subject to all such and the same Fines and Penalties for Non-attendance, and to all such and the same Provisions, as Jurymen are by the said first-recited Act rendered subject to: Provided always, that nothing herein contained shall be construed to prevent the same Special Jury from trying any Number of Inquiries, so as the Parties Special Jury. 6 G. 4. c. 50.

to such Inquiries respectively, or their Attornies, shall have signified their Assent in Writing to the Nomination of such Special Jury for the Trial of their respective Inquiries; nor shall any Special Juryman be required to attend more than once in the same Year for the Trial of any Inquiries under this or the said first-recited Act: Provided also, that if a sufficient Number of Special Jurymen shall not attend at the Time and Place appointed for holding the Inquiry, the Sheriff, Under Sheriff, Coroner, or other Person presiding thereat, shall, on the Request of either of the Parties to such Inquiry, add to the List of such Special Jury the Names of any By-standers qualified to act as Jurymen for the County in which the Inquiry is held; and all Persons shall have their lawful Challenges against the Jurymen so added; and the said Sheriff, Under Sheriff, Coroner, or other Person shall and may proceed in the said Inquiry with the Jurors so added, in like Manner as he might have done if all the Persons summoned to attend as Jurymen on such Inquiry had attended thereat.

Expences of Counsel to be allowed in Taxation of Costs.

XVIII. And be it further enacted, That in all Cases where the Verdict of a Jury, summoned as by the said first-recited Act or this Act directed, shall be given for the same or a greater Sum than shall have been previously offered by the said Northern and Eastern Railway Company for the Purchase of any Lands to be used or taken by them for the Purposes of the said recited Act or this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereof, the reasonable Fees which may have been paid to One Counsel for attending the Inquiry before such Jury, by the Party with whom the said Company may be in dispute, shall be paid by the said Company; and the Amount of such Fees shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Inquiry, in like Manner as the Costs of summoning such Jury, and other Expences payable by the said Company, but upon the same Scale of Allowance as may for the Time being be adopted or allowed by the Taxing Officers of Her Majesty's Courts of Record at *Westminster*.

For reducing Number of Directors.

XIX. And whereas by the said first-recited Act it was enacted that there should be elected Eighteen Directors to manage the Affairs of the said Company in manner therein mentioned: And whereas Eighteen Directors were accordingly elected; but the Number has been reduced, by Resignation, to Twelve: And whereas it may be expedient to reduce the Number of Directors by the said first-recited Act to be elected; be it therefore enacted, That it shall henceforth be sufficient for all the Purposes of the said first-recited Act and of this Act that there be Twelve Directors to manage the Affairs of the said Company; which said Twelve Directors shall have, enjoy, and be subject to all the Powers and Provisions, Rights, Privileges, and Indemnities, which by the said first-recited Act are given and provided for the said Eighteen Directors.

Securities not transferrable unless by Instrument duly stamped.

XX. Provided always, and be it further enacted, That all Securities given by the said Northern and Eastern Railway Company by virtue of the said first-recited Act or this Act, and the Dividends and Interest to arise thereupon, shall not be transferrable unless by Instrument

ment duly stamped, in which the Consideration for such Transfer shall be stated; nor shall any Interest be paid upon the said Securities unless to the *bonâ fide* Holders thereof, or the Parties to whom the same may have been lawfully assigned, under an Instrument duly stamped, or to the Agents of such Holders or Parties duly authorized to receive the same.

Passage upon the Railway to be free.

XXI. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with or in Carriages not belonging to the said Northern and Eastern Railway Company, properly constructed, as is by the said first herein-before recited Act directed, upon Payment of all such Rates and Tolls as shall be demanded by the said Northern and Eastern Railway Company, not exceeding the respective Rates and Tolls authorized by the said first-recited Act and this Act, and also pass and to convey all Carriages, Animals, Goods, and Merchandize along and upon and to employ and use the said Railway in and upon Carriages belonging to the said Company, and publicly used and employed upon the said Railway for the Conveyance of any such Carriages, Animals, Goods, and Merchandize, upon Payment of all such Rates, Tolls, and other Charges as shall from Time to Time be demanded by the said Company, such Rates and Tolls not exceeding the respective Rates and Tolls authorized by the said first-recited Act or this Act, and subject to the Provisions of the said first-recited Act and this Act, and to the Rules and Regulations to be from Time to Time made by the said Company in pursuance of the Powers to them thereby and hereby granted.

Rates of Carriage to be charged equally.

XXII. And be it further enacted, That the Charges by the said first-recited Act or this Act authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Northern and Eastern Railway Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons and after the same Rate *per* Mile, or *per* Ton *per* Mile, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine passing on the same Portion of the Line of the said Railway, and no Charge for or Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Place, or in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway.

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

XXIII. And be it further enacted, That in all Cases in which the said Northern and Eastern Railway Company shall carry for their own Profit any Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept, showing the Amount of the Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried

by any other Party or Parties; and the said Company shall also keep an Account of all Tolls and Rates which shall be actually received by them for the Carriage of the same; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year; and if the said Company shall neglect or refuse to keep such Accounts, or to permit such Inspection thereof as aforesaid, they shall forfeit and pay for every such Neglect or Refusal the Sum of Three hundred Pounds, and the further Sum of Fifty Pounds for every Day during which such Neglect or Refusal shall continue.

Annual Account to be made out, and Copy transmitted to Clerk of the Peace.

XXIV. And be it further enacted, That the said Northern and Eastern Railway Company shall and they are hereby required in each and every Year to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said first-recited Act for the Year ending on the Thirtieth Day of *June*, or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the Time being of the said Company; and shall transmit a Copy of the said Account, free of Charge, to the Clerks of the Peace for the several Counties through which the said Railway will pass, on or before the First Day of *January* then next; which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit or cause to be prepared and transmitted such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

For preventing Frauds on Carriers on the Railway.

XXV. And be it further enacted, That if any Person who shall have personally, or by some other Party, at any Time taken a Place or Seat, or paid the Fare or been booked for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Northern and Eastern Railway Company, or any other Person using the said Railway from one Place to another Place, shall knowingly and wilfully refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare, or been booked, or taken his Place or Seat, or shall knowingly and wilfully ride and proceed, or attempt to ride or proceed in the same or in any other Coach or Carriage to a Place more distant than that to which he shall have so taken a Place or Seat, or paid the Fare, or been booked, without previously paying or tendering to the said Company or other Person as aforesaid the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time hereafter knowingly and wilfully ride or be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Person using the said Railway, without having previously paid or tendered to the said Company or other Person aforesaid his Fare, or the Charge for his Carriage, every such Person shall forfeit and

and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said first-recited Act is directed to be recovered and applied.

Repealing Clause as to Penalty on damaging Works, or obstructing Passage on Railway.

XXVI. And whereas it was by the said first-recited Act enacted, that if any Person should throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the Railway thereby authorized to be made, or should extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or should wilfully obstruct or prevent any Person in the lawful Execution of that Act, or should do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person actually or constructively assisting therein, should respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence: And whereas it is expedient that further and more effectual Provision should be made for preventing Accidents upon the said Railway; be it therefore enacted, That the said Provision shall be and the same is hereby repealed.

Penalty for obstructing Passage on Railway.

XXVII. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the Railway authorized by the said recited Act or this Act to be made, or shall extinguish any Light or Lamp set up by the said Northern and Eastern Railway Company on or near the said Railway or other Works for the Purpose of lighting the same, unless by Authority of the said Company, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For the Punishment of Persons obstructing the Railway, or guilty of Negligence or Misconduct thereon.

XXVIII. And be it further enacted, That if any Person shall wilfully, maliciously, or negligently do any Act, by which Act the Life or Limb of any Person passing along or who shall be otherwise upon the said Railway or the Works thereof respectively shall be or might be injured or endangered, every such Person so offending shall be deemed guilty of an Offence against this Act, and being convicted thereof upon the Oath of One or more Witnesses before any Two or more of Her Majesty's Justices of the Peace for the County or Place wherein the said Offence shall be committed, who are hereby authorized and required, upon Complaint to them made upon Oath, to take cognizance thereof, and to act summarily in the Premises, shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds, to be recovered and applied in like Manner as Penalties imposed by the said first-recited Act of the Sixth and Seventh Years of the Reign of His said late Majesty are directed to be recovered and applied; and in default of Payment thereof shall, in the Discretion of such Justices, be imprisoned, with or without hard Labour, for any Term not exceeding Three Calendar Months, or, being indicted and convicted of any such Offence as aforesaid before any Court of Quarter Sessions or Court of Assize, shall, at the Discretion of such

Court, be imprisoned, with or without hard Labour, for any Period not exceeding Two Years.

Bye Laws to be approved by Judges or Magistrates in Quarter Sessions.

XXIX. And whereas by the said first-recited Act the said Northern and Eastern Railway Company are empowered to make Bye Laws, and to impose Penalties for the Non-observance thereof; and it is expedient that such Power should be altered and amended; be it therefore enacted, That no Bye Law already made by the said Company, except such as may relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall continue in force for a longer Space of Time than Six Calendar Months next after the passing of this Act, unless the same shall, previously to the Expiration of that Period, have been submitted to and approved by one of the Judges of Her Majesty's Courts of Record at *Westminster*, or by the Justices of the Peace for the Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge*, or either of them, in Quarter Sessions assembled; and that no Bye Law which shall be made by the said Company after the passing of this Act, except as aforesaid, shall have any Operation or Effect until the same shall have been in like Manner approved by such Judge or Judges as aforesaid; and every such Bye Law, when approved as aforesaid, shall be binding and conclusive upon all Persons whomsoever; and any Justice of the Peace, before whom any Person offending against any such Bye Law may be brought or summoned, shall have the Power of convicting for the Whole or for any Part of the Penalty imposed by such Bye Law, as the said Justice may in his Discretion think proper, any thing in the said first-recited Act or in such Bye Laws to the contrary thereof notwithstanding.

Reservation of Rights of the Commissioners of the Havering Levels.

XXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, in the County of *Essex*, but all the Rights, Powers, and Authorities vested in them respectively shall be as good, valid, and effectual as if this Act had not been passed.

Provision for the Protection of the Lands under the Jurisdiction of the Commissioners of the Havering Levels.

XXXI. And whereas the said Railway is intended to be carried over the River *Lea* and certain Branches thereof, and over One or more of the Levels and Lands within the Jurisdiction of the said Commissioners of Sewers for the said Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, within the Parishes of *Hornchurch*, *Dagenham*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and *Walthamstow*, in the said County of *Essex*; and it is expedient to provide against any Injury being occasioned thereby to the said Levels and Lands, or the adjoining Lands, by the Obstruction of the Floods of the said River and Branches thereof; be it therefore enacted, That nothing herein or in the Schedule hereunto annexed contained shall authorize or empower the said Northern and Eastern Railway Company, without the Consent in Writing of the said Commissioners for the said Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *East Ham*, *West Ham*, *Leyton*, and

Walthamstow, to stop up, alter, break into, or interfere with any Sewer, Drain, or Watercourse under the Jurisdiction or Control of the said Commissioners of Sewers, until such other Sewers, Drains, or Watercourses, with the necessary Sluices, Penstocks, and other Works which may be required by the said Commissioners of Sewers, in lieu of those so intended to be stopped up or interfered or intermeddled with, or which may become necessary by reason of the Works of the said Company, shall have been made, executed, and completed by the said Commissioners, or by the said Company under the Directions of the said Commissioners of Sewers, at the Expence of the said Company; and that in that Part of the said Railway which is intended to be carried over the said River *Lea* and the said Branches thereof, and the said Levels and Lands, or any of them, and in the Embankment or Viaduct by which the said Railway shall be carried over the same, the said Company shall at their own Expence leave, make, and construct, and at all Times hereafter maintain and keep in perfect Condition and Repair, such and so many Arches and Openings, of such respective Height and Width, and in such respective Positions, over the said River *Lea* and the Branches thereof, and other Parts of the said Levels and Lands within the Jurisdiction of the said Commissioners of Sewers, as shall, to the Satisfaction of the said Commissioners, be sufficient to prevent any Impediment being made or caused by the said Railway, Viaduct, or Embankment to the Water flowing down the said River, or any of the Branches thereof, or over the said Levels or Lands, or the Lands adjoining, in the Time of Floods; and that if at any Time after the Construction of the said Railway it shall be found that the Waters on the North or East Sides of the Viaduct or Embankment on which the said Railway is to be carried shall be and remain for the Space of Six Hours at an Elevation of One Inch higher than the Waters on the South or West Sides of the said Viaduct or Embankment, then and in such Case, upon due Notice of such Obstruction being given by the Marsh Bailiffs of any one of the said Levels, or by any other Person thereto authorized by the said Commissioners of Sewers, or being given by the Owner or Occupier of any Lands thereby injured or affected, the said Company shall and they are hereby required to make such additional Openings in the said Viaduct or Embankment as shall admit of the Passage of the said Waters without such Obstruction being caused by the said Railway; and the said Company shall, if they refuse or neglect to make such additional Opening or Openings for the Space of Fourteen Days after such Notice being given as aforesaid, be subject to a Penalty of not less than Five Pounds for every Hour during which such Obstruction shall at any Time occur, exist, remain, or happen, after the Expiration of the said Fourteen Days; which Penalty may be recovered against the said Company by the said Commissioners of Sewers by Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

Company to make sufficient Drains, &c. to carry Flood Waters off River Lea Navigation

XXXII. And be it further enacted, That the said Company shall and they are hereby required from Time to Time, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or near to the said Railway, and the Fences on both Sides thereof, of such Breadth, Depth, and Dimensions as shall be

and the adjoining Lands.

be sufficient at all Times to convey or carry off the Flood or Land Waters as clearly from the River *Lea* Navigation, and also from the Lands adjoining or lying near to the said Railway, as the same were conveyed or carried off previously to the making the said Railway, and without obstructing or impounding the said Waters to the Prejudice of the said River *Lea* Navigation or of any of the said Lands, so that the Water in the said River *Lea* Navigation shall not at any Time remain at an Elevation of more than Two Inches on the up Stream Side of the said Bridges, Arches, Tunnels, Culverts, Drains, or other Passages, above the Water on the down Stream Side thereof; and also to make safe, proper, and convenient Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person or Persons occupying Lands adjacent thereto shall be deprived of easy and convenient Access to their ancient Watering Place, and at all Times to supply the Watering Places to be so made with good and wholesome Water, either from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person or Persons if the said Railway had not been made, or from some other Source or Feeder to be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required, from Time to Time, to make such and so many Watercourses and Drains by the Sides of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels for the same respectively, as any Two or more Justices of the Peace for the said Counties of *Middlesex* or *Essex*, according to the County in which such Lands may be situated, shall from Time to Time judge necessary and appoint (in case there shall be any Dispute about the same) for the Purpose of conveying Water to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages, shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair and Condition by the said Company; and in case the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, shall not be forthwith duly made, or having been made it shall happen at any Time or Times hereafter that they shall not be sufficiently cleansed, maintained, and repaired as aforesaid, and the said Company shall not, after Ten Days Notice in Writing shall have been given to them by or on behalf of the Trustees for the Time being of the said Navigation, or by or on behalf of the Owner or Owners, Occupier or Occupiers of the Lands near or adjoining to the said Railway, to make, cleanse, maintain, or repair the same, proceed to make or cleanse, maintain or repair (as the Case may be) such Arches, Tunnels, Drains, Watercourses, or other Passages, then and as often as the same shall happen it shall be lawful for the said Trustees, or any Owner or Occupier, Owners or Occupiers, or any Person or Persons acting by their or his Authority, to apply for an Order or Orders in Writing to any Two or more Justices of the Peace for the said Counties of *Middlesex* or *Essex*, according to the County in which such Lands may be situated as aforesaid, from Time to Time, as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Order or Orders

Orders as aforesaid, enabling such Owner or Occupier, or Owners or Occupiers, or other Person or Persons so applying, to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly; and the reasonable Expences thereof, to be ascertained by such Justices, who are hereby required to ascertain and certify the same by Writing under their Hands, shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences within the Space of Five Days after Demand thereof made upon the said Company, or their Treasurer, Clerk, or Secretary for the Time being, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

Saving the Rights of the Trustees of the River Lea Navigation.

XXXIII. And whereas the said Railway is intended, under the Powers of this Act, to be carried over the River *Lea* Navigation near to and above the small Bridge called *Half Mile Marsh Bridge*, between the *Tottenham Mills* and the Wharf lately called the *Baily's Wharf*, below the said Mills, and also to be carried near to the Aqueducts, Embankments, Bridges, Side Drains, and other Works of the said Navigation in the Counties of *Middlesex* and *Essex*; and it is expedient to provide against any Injury or Destruction by or by means of the Railway to the said Navigation, Aqueducts, Embankments, Bridges, Side Drains, and other Works, or any Part thereof respectively; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Trustees of the River *Lea* Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation, or of the Towing or Foot Paths thereto, or of either or any of them, or any Part thereof respectively, or in any Manner to obstruct or impede the Navigation or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or to divert or turn any Watercourse or Land Drain into any Part of the said Navigation, or to interfere with or injure any of the Works of the said Navigation, or to take or use any of the Lands or Buildings or other Property belonging to the said Trustees, or to do any Act whatever to the Prejudice of the said Navigation, except so far as they may be authorized so to do under the express Provisions of this Act, without the Consent of the said Trustees, or any Seven or more of them, in Writing under their Hand and Seals, first had and obtained.

Directions for building the Bridge over the River Lea Navigation.

XXXIV. And be it further enacted, That in carrying the said Railway over the River *Lea* Navigation the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Cast Iron Bridge, of not more than Two Spans or Openings, over the said Navigation, with a clear Waterway of not less than Eighty Feet, and a Towing Path under the larger Span or Opening (which is to be on the West Side of the said Navigation) of not less than Eight Feet in Width in the Clear, and of such a Level that the Surface of the said Towing Path shall

shall be at all Times at least Four Feet Three Inches above the Groove or Mark on the Iron Post lately fixed in the River *Lea* by the Trustees of the said Navigation in front of the *Lea Bridge Tumbling Bay*, and which Bridge shall be of such Dimensions that the Soffit of the principal navigable Span or Opening thereof shall be at least Eleven Feet Six Inches above the said Groove or Mark, and no Part of the said Span or Opening over the said Towing Path shall be less than Seven Feet Three Inches above the Surface of the said Towing Path, and such principal Navigation Span or Opening shall be of such Width as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Fifty Feet for the Waterway, and Eight Feet for the Towing Path under the said Bridge, and the Second Span or Opening of the said Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Thirty Feet for the Waterway, and the Foundation Walls of the Abutments and Pier of the said Bridge shall be carried to such a Depth as shall allow for the future deepening of the said Navigation by the said Trustees thereof for the Time being, when and as often as they shall think fit; and the said Company shall, during the whole Period of constructing and completing the said Bridge, leave an open and uninterrupted navigable temporary Waterway for the said Navigation of Thirty Feet at the least: Provided always, that the Towing Path along the said Navigation to be made by the said Company in connexion with the Works of the said Bridge shall be completed, and the Foundation Walls of the Abutments and Pier of the said Bridge shall be built and carried up to the Height of Ten Feet at the least above the Top-water Level of the said Navigation, before the Expiration of Eight Calendar Months next after the Commencement of the Works of the said Bridge, from the Expiration of which Period of Eight Calendar Months the whole of the said Waterway of Eighty Feet is to be cleared and left open for the Navigation; and the said Bridge, and all the Works, Matters, and Things incidental thereto, to be done in pursuance of this Act, shall be completed before the Expiration of Twenty-four Calendar Months next after such Commencement; and the said Bridge and Works shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees of the River *Lea* Navigation: Provided always, that nothing in this Act contained shall authorize the said Railway Company, during the Construction of the Works hereby authorized to be done, to cause any Impediment or Obstruction to an open and sufficient Towing Path by the Side of the said River *Lea* Navigation.

Company to repair Towing Path, and to deepen the River Lea Navigation under and near to the Bridge.

XXXV. And be it further enacted, That the said Railway Company shall and they are hereby required, at their own Expence, for ever hereafter to maintain and keep in perfect Repair and Condition the Towing Path by the Side of the River *Lea* Navigation for the Space of One hundred Feet on the up Stream Side of the Bridge to be erected by the said Railway Company over the said Navigation, and Two hundred Feet on the down Stream Side of the said Bridge, and also forthwith and from Time to Time hereafter, whenever required by the said Trustees, or any Seven or more of them, by

Writing under their Hands, to deepen the Navigation at all Points under the said Bridge, and to the Extent of One hundred Feet in the up Stream Side, and Two hundred Feet in the down Stream Side thereof, so and in such Manner as to make it at all Times correspond with any increased Depth or other Alterations or Improvements in the Navigation that may be made by the said Trustees, and to keep the same to such corresponding Depth for ever hereafter, to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees of the River *Lea* Navigation.

Penalty for obstructing the River Lea Navigation.

XXXVI. And be it further enacted, That if, in the Course of the Execution of any of the Works by this Act authorized to be made or done, or by reason of the bad State of Repair of any such Works, or of the Bridge to be built by the said Company over the said River *Lea* Navigation, or of any of the Slopes, Banks, or Walls of the said Railway near the said Navigation, it shall happen that the said River *Lea* Navigation, or the Towing Path thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Navigation, or the Horses employed in towing or haling the same, shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved shall at any Time or Times be contracted to a less Width than herein is prescribed, then and in any and every such Case the said Railway Company shall pay to the said Trustees for the Time being of the said River *Lea* Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour not exceeding Seventy-two Hours during which any such Impediment shall continue; and if any such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Trustees for the Time being of the River *Lea* Navigation the Sum of Ten Pounds for every Hour from the Termination of such Seventy-two Hours during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer, Clerk, or Secretary for the Time being of the said Railway Company, the said Trustees for the Time being may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster;* and in case the said Bridge to be erected for the said Railway over the said River *Lea* Navigation as aforesaid, or the Towing Paths, Walls under the said Bridge, or the several Approaches, Side Slopes, or Banks of the said Railway next the said Navigation, or any of them, or any Part thereof, shall not be kept in good Repair and Condition, it shall be lawful for the said Trustees for the Time being to put the same in such good Repair and Condition, and to recover the Amount of the Expences of and attending the same from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster:* Provided always, that nothing herein contained shall extend to prevent the said Trustees for the Time

Time being from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, or of any Person or Persons employed by them, or acting under their Authority, in respect of which the said Penalties, or any of them, are imposed, beyond the Amount of such Penalty or Penalties; and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties hereinbefore imposed shall have been actually paid by the said Railway Company, and any Action for special Damage shall be brought as before mentioned, then the said Penalty or Penalties so paid shall be be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Actions shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Trustees for the Time being; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Trustees for the Time being against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Providing the Manner of carrying the Railway under Lea Bridge Road.

XXXVII. And whereas it is intended that the said Railway should be carried across the *Lea Bridge* Road, on the *Essex* Side of the River *Lea*, obliquely, and on the present Level of the said Road, (which Road is comprised in the Sixteenth District of the Metropolis Turnpike Roads North of the *Thames*,) and it will therefore be necessary to raise the said Road as herein-after is mentioned, and also to construct Parapet and Wing Walls so as to conceal the obtuse and acute Angles made by the said Railway and Road; be it therefore enacted, That the said *Lea Bridge* Road, where the Railway shall be carried under the same, shall, by and at the Expence of the said Company, be raised by Embankment to a Height not exceeding Eighteen Feet from the present Level of the said Road; and such Embankment shall be made in manner following; (that is to say,) the said Embankment shall be made so that the Top thereof shall afford a Roadway of a uniform Breadth of Fifty-five Feet in all Parts, and also at both Ends of the Parapet Walls herein-after mentioned (where the Wing Walls also herein-after mentioned are to be built), a level Surface for a Circle of a Diameter of One hundred Feet, including the Roadway passing through the same, and having the Centre of such Circle at some Point in the Middle of the said Roadway, and the whole of such Roadway shall form a straight Line with the present Road at each End of the said Embankment, and shall be carried in opposite Directions from the Summit thereof, which is to be over the said Railway, until it shall fall in and unite with the present Road by a uniform Inclination or Descent on each Side towards such Road of not more than One Foot perpendicular in Forty-five Feet horizontal, and the Sides of the said Embankment shall slope or incline from the Level of the Top thereof to the

Lands

Lands or Grounds adjoining the same, except at such Parts where the Sides shall be secured by good and sufficient Retaining Walls or other Buildings; and such Slopes of the said Embankment shall commence on each Side of the said new Roadway, except where the same passes through the Circle aforesaid, at a Distance of Twenty-seven Feet Six Inches at least from the Centre of such Roadway, and where the said Roadway passes through the Circle aforesaid shall commence at the outer Edge of such Circle; and the said Slopes shall be continued in an uniform and straight Line of Surface down to the said adjoining Lands or Grounds, and shall not slope or incline more than One Foot perpendicular in every Three Feet horizontal; and in forming the said Embankment the Mould of the Land or Ground over which the same is to be made shall be preserved, and after the said Embankment is formed shall be laid to an uniform Depth from the Surface of the said Slopes, so as not to alter the Inclination thereof, and the whole of the said Slopes shall be covered over with Grass Sods of the Thickness of Four Inches at the least, or be well and sufficiently sown with Grass Seeds; and that the said Embankment and Slopes shall be formed and for ever thereafter be maintained by and at the Expence of the said Company; and all Falls, Slips, or Subsidings of the said Embankments and Slopes shall at all Times thereafter be repaired and made good, and the said Embankment and Slopes shall be from Time to Time restored to the former State and Condition in which they are herein-before required to be made, by and at the Expence of the said Company.

Width of new Road to be formed by Railway Company.

XXXVIII. And be it enacted, That a new Road shall be formed along the Surface or Top of the said Embankment, in a straight Line with the present *Lea Bridge* Road, and shall be of the Breadth of Thirty Feet at the least along the whole Length thereof, and that Two Footpaths shall be formed, one on each Side of the said new Road, and each Footpath shall be of the Breadth of Ten Feet at the least, and that the said Road and Footpaths shall be formed by and at the Expence of the said Company, of such Materials and of such Quantity and Quality of each Material, and in such Manner in all respects as shall be from Time to Time directed or required in Writing by the General Surveyor for the Time being of the said Metropolis Turnpike Roads.

Sides of the Embankment to be fenced.

XXXIX. And be it enacted, That the said Company shall, at their own Expence, set up, erect, and paint, and also plant, along each Side of the said Embankment for the whole Length thereof (except where the Parapet and Wing Walls herein-after mentioned shall be built), such sufficient Railing and Fence as shall be required by the said General Surveyor, at a Distance on each Side of at least Twenty-five Feet from the Centre of the said new Road, and at the outer Edge of the Footpaths herein-before mentioned, and so as to leave at least Two Feet Six Inches between each such Railing and Fence and the outer Edge of the said Embankment, and shall also, at their own Expence, make and form all such Carriageways, Steps, and Footpaths, and set up, erect, and paint all such Gates, Doorways, Stiles, and Posts,

and make and do all such other Works, Matters, and Things as shall in consequence of the said Embankment and Road be rendered necessary to Parties interested in any adjacent Lands, or shall be required in Writing by the said General Surveyor; and also shall and will from Time to Time, and at all Times hereafter, at their own Expence, repair, maintain, and paint all the said Railings, Fences, Gates, Doorways, Stiles, and Posts, and repair and maintain all the said Carriageways, Steps, and Footpaths, and other Works, Matters, and Things as aforesaid.

Construction of the Bridge and Parapet Walls.

XL. And be it enacted, That where the said Embankment is carried over the Railway the Bridge over the said Railway shall be so constructed as that the Soffit of the same shall be Two Feet at least below the Surface of the said new Road immediately above the Soffit of such Arch, and the said Company shall, at their own Expence, make and build Parapet Walls on each Side of the said new Road across the said Bridge, at a Distance of Twenty-five Feet from the Middle of the said new Road, and the Parapet Wall on each Side of the said new Road shall, from the Point where the said Road and Railway form acute Angles, be carried so far (not being farther than Twenty-five Feet) as shall be required by the said General Surveyor, and shall, from the Point where the said Road and Railway form obtuse Angles, be extended so that Lines drawn at Right Angles from both Ends of one Wall to meet the Ends of the other Wall shall also be at Right Angles to such other Wall; and that the said Company shall, at their own Expence, make and build Wing Walls to retain in part the circular Embankments herein-before mentioned; and that such Wing Walls shall commence from both Ends of the said Parapet Walls, and shall be continued halfway round those Parts of the said circular Embankments which shall be outside the said Footpaths, so that at the Termination of each of such Wing Walls there shall be Twenty-five Feet between each such Wing Wall and the nearest Point of the outer Edge of the Footpath nearest to the same; and that the said Company shall also, at their own Expence, make and build Parapet Walls upon such Wing Walls, and that the said Parapet and Wing Walls shall be made of such Materials, of such Height, and of such Thickness, and shall have such Facings and Copings, and such Fences at the Top thereof, and shall be made and built in all respects in such Manner, as shall be required by the said General Surveyor, and shall for ever hereafter be repaired and maintained by and at the Expence of the said Company.

Railway Company to sink a Well and Pumps.

XLI. And be it enacted, That the said Company shall at their own Expence sink a Well for raising Water, and shall set up a Pump, and shall make and lay down such and so many Drains, Gratings, paved Water Channels, and Granite Curbs, in such Places respectively on or at the Side of the said new Road, and make and do all such other Works, Matters, and Things necessary or usual for the Purposes of Turnpike Roads, as may be rendered necessary by the proposed Alterations in the Level of the said Road, and also such as may be required in Writing by the said General Surveyor.

XLII. And

Culverts to be formed under the Embankment.

XLII. And be it enacted, That the said Company shall at their own Expence make and for ever hereafter maintain such Arches, Tunnels, Culverts, or other Passages under or through the Embankment by which the said Railway shall be carried from near to the Copper Mills at *Walthamstow* in the County of *Essex* to the said *Lea Bridge* Road, and also under and through any Embankment which shall be made by the said Company South of the same Road, as shall be sufficient at all Times to permit the Passage of the Flood and Land Waters from the Eastern to the Western Side of the said Railway, without impounding or heading back the same, and that from Time to Time and at all Times after the Commencement of the said Railway the said Company shall forfeit the Sum of Two Pounds for every Hour during which the Water on the Eastern Side of the said Railway or proposed Line of Railway shall be Three Inches higher than the Water on the Western Side thereof, and the Amount of all Sums so forfeited shall be payable by the said Company, on Demand, to the Chief Clerk for the Time being of the Commissioners of the Metropolis Turnpike Roads, and shall be recoverable by the said Commissioners, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

A temporary Road to be formed during the Progress of the Works.

XLIII. And be it further enacted, That it shall not be lawful for the said Company to break up, disturb, or in any way interfere with the said *Lea Bridge* Road, or the Footpaths or Fences thereof, until the said Company, at their own Expence, at such Place on the Southern Side of the said *Lea Bridge* Road and in such Direction as the said General Surveyor shall have previously approved, shall have made and completed, to the Satisfaction of the said General Surveyor, a good and sufficient temporary Road, not less than Twenty-five Feet in Width, and a Footpath on the Side thereof not less than Six Feet in Width, of such Materials and so formed in all respects, and so drained, fenced, lighted, and watched, as shall be required by the said General Surveyor, and shall have obtained the Certificate in Writing of the said General Surveyor that the said temporary Road and other Matters and Things aforesaid are so made and completed; and that the said Company shall at all Times during the Alteration of the said *Lea Bridge* Road, at their own Expence, keep the said temporary Road and the Fences thereof in good Repair and Condition, and shall keep the same lighted and watched according in all respects to the Requisitions of the said General Surveyor, until the said General Surveyor shall certify that the Alteration of the said *Lea Bridge* Road, and all other Matters and Things hereby required for the Protection thereof, have been completed, and that the same Road, as altered, is fit for the Use of the Public.

Works to be completed at Lea Bridge Road within Nine Months from the Commencement.

XLIV. And be it enacted, That the said Company shall finish and complete, to the Satisfaction of the said General Surveyor, the said Embankment, new Road, Footpaths, Walls, Fences, Arches, Tunnels, and all other Works, Matters, and Things herein-before mentioned and required to be made or done by the said Company, within Nine Months from the Day on which the said *Lea Bridge* Road shall be first broken up or interfered with, or the Use of the same Road by the

the Public in any way interrupted or made less convenient than heretofore.

Works to be executed under the Direction of the General Surveyor.

XLV. And be it enacted, That the said Embankment and Bridge, and all Approaches, Walls, and other Works connected therewith respectively, and also all Repairs and Renewals of the said Works which shall hereafter be made by the said Company, shall be constructed and made and formed to the Satisfaction from Time to Time of the said General Surveyor, and that the same shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work; and the Materials whereof the same shall be constructed shall be determined and approved of by the said General Surveyor; and, previously to the Commencement of the said Works, Plans, Sections, and Specifications thereof, made at the Expence of the said Company, shall be submitted to and approved of by the said General Surveyor; and in case in the Execution of such Works the said Company shall do or cause any Injury or Damage to the said *Lea Bridge* Road, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said General Surveyor, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company any Alteration of the said *Lea Bridge* Road, or of the Drains or Sewers under the same, shall in the Judgment of the said General Surveyor be rendered necessary, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be payable by the said Company, and recoverable by the said Commissioners in manner herein-before mentioned.

In crossing the Lea Bridge Road the Company not to deviate from the Plan deposited.

XLVI. And be it enacted, That the said Company, in carrying the said Railway across the said *Lea Bridge* Road, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Essex*, nor shall the Bridge hereby authorized and required to be made over the said *Lea Bridge* Road be made at any other Place than the Place marked out for that Purpose in the said Plan, without the Consent in Writing of the said Commissioners for such Purposes respectively first had and obtained, any thing in this Act or in the said recited Acts to the contrary in anywise notwithstanding.

In case of Slips in the Embankment or Slopes thereof, Company to repair the same under Direction of the General Surveyor.

XLVII. And be it enacted, That at all Times hereafter, whenever there shall be any Fall, Slip, or subsiding of the said Embankment or Slopes, or any Part or Parts thereof respectively, or whenever it shall in the Judgment of the General Surveyor of the said Metropolis Turnpike Roads for the Time being be necessary to repair or paint the said Bridge, Walls, Arches, Tunnels, Railings, Fences, Gates, Doorways, Stiles, and Posts, or any other Works connected with the said Alteration of the Road, or to repair the said Carriageways, Steps, and Footpaths by the Side of the said new Road, or on the said Embankment or Slopes, or any of them respectively, the said Company shall at all Times, at their own Expence, and to the Satisfaction of the said General Surveyor, repair, make good, and restore,

in the Manner herein-before mentioned, the said Embankment and Slopes, and do all such Repairs and Painting as shall be required by the said General Surveyor, within a reasonable Time after Notice in Writing from the said General Surveyor shall have been given to the Secretary of the said Company, or left at his Office, or at any Office of the said Company; and that at all Times hereafter, whenever the said Company shall neglect to repair, make good, and restore as aforesaid the said Embankment and Slopes, or to do the Repairs and Painting aforesaid, or shall not do the same respectively to the Satisfaction of the said General Surveyor within such reasonable Time as aforesaid, it shall be lawful for the said General Surveyor to cause the said Embankment and Slopes to be repaired, made good, and restored as aforesaid, and such Repairs and Painting to be done; and if the said Company shall not finish and complete the Alteration of the said new Road as herein-before provided for within Six Months, or shall not proceed therewith during the said Six Months with necessary Diligence, or shall not perform the Work to the Satisfaction of the said General Surveyor, it shall be lawful for him to dismiss the Workmen of the said Company, and to complete and finish the several Works, Matters, and Things herein-before mentioned and required to be done by the said Company; and all Costs and Expences of such Repairs, making good, and Restoration, and of such Repairs and Painting respectively, and also of completing and finishing the several Works, Matters, and Things aforesaid, shall be paid by the said Company, and be recoverable by the Commissioners in manner herein-before mentioned.

Company to pay the extra Expence occasioned by the Rise of the Road.

XLVIII. And whereas a Granite or Stone Road over the said Embankment will be necessary on account of the proposed Rise in the said new Road, and the Expence of making and maintaining such Granite or Stone Road will be greater than the Expence of repairing the present Road; be it further enacted, That the said Company shall for ever hereafter yearly and for each Year pay to the Chief Clerk to the said Commissioners of the Metropolis Turnpike Roads such reasonable Sum of Money as the said General Surveyor shall estimate to be the additional Expence of repairing and maintaining the said new Road in each Year respectively, upon Demand thereof, as aforesaid; and that such Sum of Money for any Year shall be payable by the said Company, and recoverable by the said Commissioners in manner herein-before mentioned.

Alterations may be made in the Works with the Consent of the Commissioners of the Metropolis Roads.

XLIX. Provided always, and be it enacted, That it shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Railway under the said *Lea Bridge* Road in any other Manner than is herein-before mentioned or provided for, and for the raising or lowering of the said Embankment, and for the Alteration of the Levels and Inclinations thereof, and for the making, doing, and maintaining by the said Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the said Company to do such of the Works, Matters, and Things herein-before required to be done by them as shall be by

the said Agreement expressly dispensed with by the said Commissioners.

As to the Construction of a Bridge over a Branch Stream of the River Lea.

L. And whereas *John Williams* the younger and others, carrying on Trade under the Firm of *Williams*, *Foster*, and Company, are Owners of a Mill situate on a Branch Stream of the River *Lea* in the Parish of *Walthamstow* and County of *Essex*, and navigate the same Stream with Barges and other Craft, and it is proposed to carry the Railway hereby authorized to be made over the said navigable Stream; now therefore, for the Protection of the Rights and Interests of the said Owners of the said Mill, and all other Persons navigating the said Stream thereto, be it further enacted, That in carrying the said Railway over the said navigable Stream the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times thereafter for ever to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Cast Iron Bridge over the said navigable Stream, with a Towing Path under the same on the South Side of such Bridge, the clear Opening between the Abutments of the said Bridge to be not less than Thirty Feet, and the Soffit or under Side of such Bridge to be not less in any Part thereof than Seven Feet above the Level of the Gauge or Standard Mark fixed near *Lea Bridge* Waterworks, indicating the Top-water Level of the said River *Lea* Navigation; the said Towing Path to be not less than Five Feet wide, and to be formed under the South Side of the said Bridge within the said Thirty Feet, with a Headway of not less than Six Feet Three Inches between such Towing Path and the Soffit or under Side of the said Bridge, and to be supported on Piles so formed as to offer as little Obstruction as may be to the Current of the said Stream, such Towing Path to be made and for ever maintained in good and proper Repair by the said Railway Company; and the said Railway Company are hereby required to make and for ever thereafter to maintain, at their own Expence, a proper and convenient Towing Path from each End of the said Towing Path hereby required to be made under the said Bridge, so as to form a good and sufficient Communication between the Top of the Bank of the said Stream on one Side of the said Bridge and the Top of the Bank on the other Side thereof, and so as that the Rise or Ascent of the said Towing Path hereby required to be made shall in no Part thereof exceed One in Sixteen; and the said Railway Company are hereby required to make and for ever thereafter maintain, at their own Expence, a good and sufficient Fence along the Side next the Stream of the said Towing Path hereby required to be made, so as that the said Fence be such as will effectually prevent Horses and Passengers from falling over the Side of the said Towing Path; and the said Bridge, Towing Paths, Fence, and Works to be constructed to the Satisfaction of the Engineer or Surveyor for the Time being of the said *Williams*, *Foster*, and Company, or the Proprietors, Owners, or Occupiers of the said Mill for the Time being, and to be for ever afterwards well and sufficiently maintained by and at the Expence of the said Company.

Bed of the River to be deepened

LI. And be it further enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to deepen the

the Bed of the said navigable Stream under the said Bridge, and to the Extent of One hundred Feet on each Side thereof, so that such Bed may not be in any Part less than Three Feet Six Inches below the Level of the said Gauge Mark at *Lea Bridge* Waterworks aforesaid, and at their own Expence to keep the same to such Depth for ever thereafter, to the Satisfaction of the Engineer or Surveyor for the Time being of the said *Williams*, *Foster*, and Company, or the Proprietors, Owners, or Occupiers of the said Mill for the Time being: Provided always, that nothing in this Act contained shall require the said Railway Company to keep the said navigable Stream to the Depth herein-before mentioned, unless the said *Williams*, *Foster*, and Company, or the Owners or Occupiers of the said Mill for the Time being, shall likewise keep the Bed of the said navigable Stream to the like Depth for the Space of One hundred Feet on each Side of the Point to which the said Railway Company are required to deepen the said navigable Stream to the Depth of Three Feet Six Inches as above referred to: Provided always, that in case the said Bridge to be erected by the said Railway Company over the said navigable Stream, or the said Towing Paths, or the said Fence, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said *Williams*, *Foster*, and Company, or the Proprietors or Owners or Occupiers of the said Mill for the Time being, to do the needful Repairs, and to recover the Amount of the Expences thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

under the said Bridge.

LII. And whereas by a Decree of the Court of Chancery pronounced by the Vice Chancellor in a Cause wherein *Samuel Pullin* and others are Plaintiffs, and the said Northern and Eastern Railway Company and others are Defendants, dated the Seventh Day of *May* One thousand eight hundred and thirty-nine, it was declared that the Agreement entered into on the Part of the said Northern and Eastern Railway Company for the Purchase of certain Freehold and Copyhold Land and Premises comprised in an Indenture dated the Twenty-first Day of *June* One thousand eight hundred and thirty-six, in the Pleadings in the said Cause mentioned, ought to be specifically performed and carried into execution, and the usual consequential Directions were given for ascertaining the Amount of Purchase Money and Interest payable by the said Company under the said Agreement, and the said Company were directed to pay the Amount, when so ascertained, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the Northern and Eastern Railway Company, pursuant to the Provisions of the Sixty-ninth Section of the said first-recited Act, and upon such Payment being so made the said *Samuel Pullin* and other the Plaintiffs were directed to convey and surrender the Premises so purchased as aforesaid to the said Company, or as they should direct; and by the said Decree it was also referred to one of the Masters of the said Court to tax the Plaintiffs their Costs, Charges, and Expences of the Conveyance and Surrender therein-before directed, and of deducing, evidencing, and veri-

Northern and Eastern Railway Company not to commence their Operations until certain Conditions have been fulfilled.

verifying their Title to the said Premises, and of making out and furnishing an Abstract of their Title to the same, pursuant to the Terms of the said first-recited Act, and also the Costs of the Plaintiffs of the said Suit, and which Costs, Charges, and Expences, and Costs, when ascertained, the said Company were directed to pay to the Plaintiffs: And whereas the said Decree has not nor has any Part thereof been carried into effect; be it therefore further enacted, That nothing herein contained shall authorize or empower the said Northern and Eastern Railway Company to use or exercise any of the Powers or Authorities hereby given or granted, or to pay or apply any of the Monies to be raised or received by virtue of this Act (save and except in Payment of the Costs, Charges, and Expences of and incident to the obtaining of this Act, pursuant to a Provision in that Behalf herein-after mentioned), until the Agreement contained in the said Indenture of the Twenty-first Day of *June* One thousand eight hundred and thirty-six, herein-before referred to, shall have been fully performed on the Part of the said Company in the Manner directed by the said Decree, or until the said Company shall pay the Sum of Eleven thousand Pounds, in part of the said Purchase Money, into the Court of Exchequer, in the Manner directed by the said Decree, which Sum the said Court of Exchequer is hereby authorized and required to receive in part of the said Sum of Twenty-two thousand Pounds, and the Interest due and to accrue due thereon: Provided nevertheless, that if the said Company shall exercise the Option hereby given of paying the said Sum of Eleven thousand Pounds in part of the said Purchase Money, instead of fully completing the said Agreement, such Payment shall not affect the Right of the said *Samuel Pullin* and the other Persons interested in the said Land and Premises so contracted to be purchased as aforesaid, to their equitable Right or Lien thereon for the Balance of the said Purchase Money, Interest, and Costs which shall remain due and be payable under or by virtue of the said Decree.

Provision for discharging Land bought of Samuel Pullin from the Ground Rent payable by James Rhodes.

LIII. And whereas the said Contract for Purchase by the said Northern and Eastern Railway Company of the said last-mentioned Land and Premises, dated the Twenty-first Day of *June* One thousand eight hundred and thirty-six, was entered into, subject to the Tenancy thereof by *James Rhodes* of *Islington* in the County of *Middlesex*, Esquire, at an apportioned Rent of Six hundred and ten Pounds *per Annum*, payable under certain Articles of Agreement bearing Date respectively the Nineteenth Day of *March* and Twenty-third Day of *April* One thousand eight hundred and twenty-seven, and made between the said *Samuel Pullin* of the one Part, and the said *James Rhodes* of the other Part: And whereas the said Northern and Eastern Railway Company have, by an Agreement dated the Ninth Day of *May* One thousand eight hundred and thirty-nine, also contracted for the Purchase of the Interest of the said *James Rhodes* in the said last-mentioned Land and Premises mentioned in the said Decree of the Seventh Day of *May* One thousand eight hundred and thirty-nine, and which last-mentioned Contract contains certain Stipulations relative to the said apportioned Rent; be it therefore enacted, That from and after the Completion of the said Contract mentioned in the said Decree, or Payment of the Purchase Money or Sum of Twenty-

Twenty-two thousand Pounds and Interest payable under the same, the said *James Rhodes*, his Executors, Administrators, or Assigns, shall be discharged from the Payment of the said apportioned Rent of Six hundred and ten Pounds *per Annum*, and from the Observance and Performance of his Covenants and Agreements contained in the said Articles of Agreement of the Nineteenth Day of *March* and Twenty-third Day of *April* One thousand eight hundred and twenty-seven respectively, in respect of the same Land and Premises, and shall also be discharged in respect of the remaining Land comprised in the said Articles of Agreement respectively from the Observance and Performance of his Covenants and Agreements therein contained, as fully and effectually and in such and the same Manner to all Intents and Purposes as he would have been in case Buildings had been erected upon the said Land comprised in the said Contract of the Twenty-first Day of *June* One thousand eight hundred and thirty-six, and the same Land had been actually demised to some Person or Persons other than the said *James Rhodes*, at yearly Rents amounting together to the said apportioned Rent of Six hundred and ten Pounds *per Annum*; but the Covenants or Conditions contained in the said Articles of Agreement respectively, so far as the same relate to the Lands comprised therein, (except the said Land and Premises comprised in the said Contract of the Twenty-first Day of *June* One thousand eight hundred and thirty-six,) shall continue in full Force and Operation, so that the same shall be holden by the said *James Rhodes*, his Executors, Administrators, and Assigns, at such Rent and upon such Terms and Conditions as the same would have been holden by him if no other Land had been comprised in the said Articles of Agreement of the Nineteenth Day of *March* and Twenty-third Day of *April* One thousand eight hundred and twenty-seven respectively, and the Rent of Five hundred and ninety Pounds *per Annum* only had been reserved in respect thereof.

The Line of the Northern and Eastern Railway to be made on the Levels of the Eastern Counties Line at the Point of Junction.

LIV. Provided always, and be it further enacted, That the said Line of the said Northern and Eastern Railway Company shall be made at the Point of Junction aforesaid on the Levels of the said Eastern Counties Railway, and the Gauge of the said last-mentioned Company shall be adopted, if it be found impracticable for the said Northern and Eastern Railway Company to lay down an additional inner Line or Rail of the Gauge of the said Railway, which additional inner Line or Rail shall, if laid down, and which the said Northern and Eastern Railway Company shall be at liberty to lay down, be entirely at the Expence of the Northern and Eastern Railway Company.

The Slopes of the Eastern Counties Railway Company at the Point of Junction to remain their Property.

LV. And whereas the said Northern and Eastern Railway Company, in forming a Junction with the said Eastern Counties Railway at or near *Angel Lane*, *Stratford*, aforesaid, will join the same on an Embankment, the Slopes whereof are now the Property of the said Eastern Counties Railway, and it is intended that such Slopes shall continue and be the Property of the same Company; be it therefore enacted, That it shall not be lawful for the said Northern and Eastern Railway Company, without the Consent of the said Eastern Counties

Railway Company in Writing first had and obtained, to purchase any Part or Portion of the Slopes and Lands of or belonging to the said Eastern Counties Railway, but such Slopes and Lands shall continueand remain the Property of the said Eastern Counties Railway Company, but with such Right or Licence of Passage over and upon the same as herein mentioned, and that it shall be lawful for the said Eastern Counties Railway Company and they are hereby required to raise and extend the Ground upon the Slope of the said Eastern Counties, at the Point of Junction aforesaid, to such Height, and to make and complete a Railway upon the said Ground, and for ever maintain the same in such Manner as shall enable the said Northern and Eastern Railway Company to join the Line of their Railway to the Line of the said Eastern Counties Railway; and in the event of the said Eastern Counties Railway Company refusing or wilfully neglecting so to do, it shall be lawful for the said Northern and Eastern Railway Company to raise and extend the Ground of the said Slope, so as to complete the Junction of the said Lines, and such Slope shall thereupon become the Property of the said Northern and Eastern Railway Company, they paying for the same such Price or Consideration Money as shall be agreed upon between the said Companies, or as shall be otherwise settled and adjusted in the Manner and according to the Provisions set forth in the said recited Act for incorporating the said Northern and Eastern Railway Company.

General Superintendence of Passenger Station vested in the Eastern Counties Railway.

LVI. Provided always, and be it further enacted, That the Regulation of the Times of starting and the general Superintendence of the Passengers Station shall be vested in the said Eastern Counties Railway Company, but the said last-mentioned Company shall not prevent any Train belonging to the said Northern and Eastern Railway Company from starting for more than a Quarter of an Hour after any preceding Train shall have left the Station; and that the Eastern Counties Railway Company shall use their best Endeavours to keep the Line free and unobstructed, so as to ensure Regularity and Dispatch to the Trains of the Northern and Eastern Railway Company equally with the Trains of the Eastern Counties Railway Company.

Northern and Eastern Railway Company not to form any intermediate Passenger Station between Lea Bridge Road and the London Terminus of the Eastern Counties Railway.

LVII. Provided always, and be it further enacted, That the said Northern and Eastern Railway Company shall not form any intermediate Passenger Station between *Lea Bridge* Road on the said new Line Railway and the *London* Terminus of the said Eastern Counties Railway, and that the Charge for Conveyance of Passengers, Live Stock, and Goods from the *Lea Bridge* Road to the said *London* Terminus, or from the said *London* Terminus to the *Lea Bridge* Road, shall not be less than the Eastern Counties Railway Company's Charge for Conveyance as aforesaid between *Angel Lane* and *Shoreditch*; and moreover, that the Trains of the Northern and Eastern Railway Company shall in no Case take up and set down the same Passenger between the said *London* Terminus and *Lea Bridge* Road.

Saving Rights of Eastern Counties

LVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to alter diminish, or take away, or

or in any Manner to prejudice, the Rights, Privileges, Powers, and Authorities, or any of them, vested in the Eastern Counties Railway Company by virtue of all or any of the Acts relating to the said last-mentioned Railway, but that all such Rights, Privileges, Franchises, Powers, and Authorities shall be in full Force in like Manner as if this Act had not been passed. Railway Company.

LIX. And be it further enacted, That nothing in this Act shall extend to authorize or empower the said Northern and Eastern Railway Company, their Servants or Agents, to remove, displace, or injure any of the Aqueducts, Mains, Services, Pipes, or other Works belonging to the Company of Proprietors of the *East London* Waterworks, or to do any Act or Thing whatsoever to impede the Passage or Supply of Water into or through such Aqueducts, Mains, Service Pipes, or Works, without the Consent in Writing of the Engineer for the Time being of the *East London* Waterworks Company, or until good and sufficient Aqueducts, Mains, and Service Pipes of such Dimensions, and with all such Valves, Cocks, Pumps, and other Works as shall be deemed necessary and required by the said Engineer, shall have been made and laid down in lieu thereof, and be ready to be used, and all such Alterations (if any) shall be made at the Costs and Charges of the said Northern and Eastern Railway Company, and with as much Expedition as the Nature and Extent thereof will admit, to the Satisfaction of the Engineer of the said Company; and that whenever any new Aqueducts, Mains, or Service Pipes shall be laid down, the same shall be laid in a Direction as little varying from the Line of the present Aqueducts, Mains, and Service Pipes as the Plan of the proposed Railway will admit of; and that in no Case shall the Line be laid at a greater Inclination than One Inch vertical for every Thirty-six Inches horizontal, and that the Aqueducts, Mains, Service Pipes, and other Works to be substituted for those so removed shall be laid without abrupt Angles; and that in case it shall be necessary to build over the Mains and Service Pipes, or other Works, then that the said Northern and Eastern Railway Company shall make and construct a good and sufficient Culvert or Culverts through the Piers of the Viaducts to the Satisfaction of the Engineer of the said *East London* Waterworks Company; and that no Houses shall be built over the said Mains, Pipes, or Works, and that all new Mains and Pipes shall be laid at least Eighteen Inches below the Surface of the Pavement or Way; and in case of any Road or Roads or Ways being lowered for the Purposes of the said Railway, so as to leave less than Eighteen Inches of Earth in Depth over the Pipes or other Works of the said *East London* Waterworks Company, that such Pipes and other Works shall be lowered by the said Railway Company to the Depth of Eighteen Inches below the Surface of the new Road or Way, and all Pipes, Cocks, Culverts, and other Works shall be made and constructed to the Satisfaction of the Engineer of the said *East London* Waterworks Company. For Protection of East London Waterworks.

LX. And be it further enacted, That no Pipe or Conduit to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Street, or other Passage or Place within To prevent Contamination of Water

within the Limits of this Act shall be laid in the same Culvert in which any Mains or Service Pipes or Conduit for the Supply of Water by the *East London* Waterworks Company shall be laid; and that no such Pipe or Conduit for the Conveyance of Gas shall be laid at a less Distance than Four Feet at least from the Joint of any Water Pipe now or hereafter to be laid down for the Conveyance and Supply of Water by the said *East London* Waterworks Company.

Any Injury to Works or Pipes of the East London Waterworks Company to be repaired.

LXI. And be it further enacted, That the said Railway Company shall, at their own Costs and Charges, from Time to Time, and at all Times hereafter, repair and make good all Injury that may be done by the said Railway Company, their Servants or Agents, in constructing the said Railway, to the Works or Pipes of the said *East London* Waterworks Company, or their Tenants, within Twenty-four Hours next after Notice thereof in Writing, to be delivered to the Engineer or other Agent of the said Northern and Eastern Railway Company, or left at the usual Place or Office of transacting Business of the said Company; and in case the said Northern and Eastern Railway Company shall not in Twenty-four Hours next after such Notice delivered or left as aforesaid make good all such Injury, then that the said Northern and Eastern Railway Company shall on such and every Complaint forfeit and pay to the Engineer or Secretary for the Time being of the said *East London* Waterworks Company, for the Use and Benefit of the said Company, the Sum of Five Pounds for each and every Day during which the Cause of Complaint in such Notice specified shall continue; and in default of Payment thereof such Penalty or Penalties may be recovered in the same Manner as other Penalties imposed by this Act are recovered.

Rights of East London Waterworks Company not to be affected.

LXII. And be it further enacted, That nothing herein contained shall extend or be construed to extend to alter, prejudice, injure, or affect any of the Rights, Powers, Privileges, or Authorities vested in the Company of Proprietors of the *East London* Waterworks, or their Successors, under or by virtue of any Act or Acts of Parliament for making and maintaining the Works of the said Company.

Satisfaction to be made for Lands taken for Railway.

LXIII. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, or to sell and convey any other Rights and Interests in Lands, and the respective Owners and Occupiers of any Lands within the Borough of the *Tower Hamlets*, through or upon which the said Railway or other Works authorized by this Act are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as are in this Act or in the said first-recited Act contained as to the Payment thereof, accept and receive, Satisfaction for the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for Goodwill, Tenants Fixtures, and Improvements,

and all and every other Damage whatsoever occasioned to such Lands by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing under the Powers of this Act such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners and Occupiers respectively, and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Compensation, or Satisfaction, the same respectively, or any of them concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as by the said recited Act is directed.

The Company, if required, to purchase Dwelling Houses and Shops within a limited Distance of the Railway.

LXIV. And whereas the said Railway hereby authorized to be made is intended to pass through or along divers Streets, Lanes, and other public Thoroughfares in the Parishes of *Christ Church Spital-fields*, *Saint Matthew Bethnal Green*, and *Saint Leonard Shoreditch*, in the County of *Middlesex*, and also close to or adjoining divers Dwelling Houses or Shops in the said Parishes, and it may happen by reason of the Construction thereof that the said Dwelling Houses or Shops may be greatly deteriorated in Value; be it therefore further enacted, That in case any such Dwelling Houses or Shops in the said Parishes which shall be situated within Fifty Feet from the said Railway hereby authorized to be made, or any of the Works hereby authorized to be made connected therewith, shall be deteriorated in Value, and the Owner or Owners, Lessee or Lessees of any such Dwelling Houses or Shops within the said Parishes, or either of them, shall, by Notice in Writing to be left at the Office of the said Company, require the said Company to purchase the same, it shall be lawful for the said Company, and they are hereby required, within Thirty Days after the Service of such Notice, to treat for the Purchase of the Dwelling Houses or Shops mentioned in such Notice, and for the Compensation, Recompence, or Satisfaction to be made to him or them for any Loss, Damage, or Injury in respect of any Goodwill, Tenants Fixtures, Improvements, or otherwise occasioned by the taking thereof; and in case the Party so giving such Notice and the said Company shall not agree as to the Value of such Dwelling Houses or Shops, or as to the Amount or Value of the Satisfaction, Recompence, or Compensation to be paid for such Goodwill, Improvements, Tenants Fixtures, or otherwise, then the Amount of such Satisfaction, Recompence, or Compensation shall be ascertained and settled by the Verdict of a Jury in the Manner herein-before described for ascertaining and settling the Value or Recompence for other Lands, Tenements, Hereditaments, and Premises to be taken or purchased for the Purposes of this Act: Provided always, that no Party shall be entitled to receive any Compensation under the above Enactment unless the Jury to whom it shall be referred to ascertain the Amount thereof shall by their Verdict determine that the Property in respect of which the same is claimed has been deteriorated in Value by the Construction of the said Railway hereby authorized to be made: Pro-

vided also, that no Party shall be entitled to claim any such Compensation, nor shall the said Company be compellable to purchase any such Property as aforesaid, after the Period of Twelve Months from the opening of the said Railway to the Public.

Company compellable to take Premises within Three Months after Notice.

LXV. And be it further enacted, That within the Space of Three Calendar Months next after Notice shall have been given by the said Company to any Person or Persons whomsoever of the Intention of the said Company to purchase any of the Lands, Tenements, or Hereditaments, or any Part or Parts thereof, which by this Act they are empowered to take within the Borough of the *Tower Hamlets* for the Purposes of the said Railway, the said Company shall purchase and take the same, otherwise the Owners and other Persons interested in such Lands, Messuages, or Tenements shall not be compelled to part with the same to the said Company, but the said Company shall nevertheless be bound to purchase the same as aforesaid.

Compensation to be made to Tenants at Will before Possession taken of their Premises.

LXVI. Provided always, and be it further enacted, That it shall not be lawful for the said Company nor shall the said Company take such Possession of any such Houses, Buildings, Lands, Tenements, Hereditaments, and Premises respectively within the Borough of the *Tower Hamlets*, which at the Time of the passing of this Act is or are or may be held by Tenants at Will or Occupiers from Year to Year, or otherwise named in the Schedule to this Act, until Compensation and Satisfaction shall be made to such Tenant or Tenants at Will, or from Year to Year, or other Occupiers, for or in respect of their Goodwill, Tenants Fixtures, Improvements, and every other Injury or Damage whatever to be sustained on account of the Execution of this Act, or in anywise relating thereto, which Compensation or Satisfaction, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined, any thing contained in the said Act of the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth to the contrary thereof notwithstanding.

Regulations for the Formation of a Viaduct through the Parishes of Christchurch Spitalfields and St. Matthew Bethnal Green

LXVII. And whereas it is intended to construct the said Railway hereby authorized to be made through the said Parishes of *Christchurch Spitalfields* and *Saint Matthew Bethnal Green*, both in the County of *Middlesex*, upon a Viaduct or Arches above the Surface Level of the Ground; be it therefore enacted, That in crossing all Roads, Streets, public Roads, Courts, and Alleys in the said Parishes respectively, for the Purposes of making the said Railway hereby authorized to be made, the said Railway shall be so formed and for ever continued as to leave a clear and open Space for such Roads, Streets, public Ways, Courts, and Alleys, and that all the Arches underneath the said last-mentioned Railway shall span across the whole Width of such Roads, Streets, public Ways, Courts, and Alleys, including the Footpaths thereof respectively, and that the Forms of the said Arches shall be either Semi-ellipses or Segments of Circles, and that none of the said Arches shall be less than Sixteen Feet clear in

Height, and that the present Level of the said Roads, Streets, and public Ways shall not in any Manner be altered or interfered with, unless in Cases where the Commissioners of Paving, or Trustees having Jurisdiction over such Streets, Roads, or public Ways, Courts, or Alleys, shall consent in Writing, through their Clerk or Surveyor, that the said Archway shall be of less Dimensions than above prescribed, or that the Levels of any such Roads, Streets, public Ways, Courts, or Alleys shall be altered.

For Construction of Parapet Walls.

LXVIII. And be it further enacted, That in all Parts of the said last-mentioned Railway, where the same shall approach within such Distance of any Streets or public Highways in the said Two last-named Parishes as may cause Danger of Horses being frightened, the said Northern and Eastern Railway Company shall and they are hereby required (if required by the said Commissioners of Paving or Trustees having Jurisdiction as aforesaid), by and at their own Costs and Charges, and under the Direction and to the Satisfaction of the Commissioners of the said Streets or public Highways, to raise and construct the Parapet Walls, Fences, or proper Enclosures by the Side of and next to such Streets and public Highways respectively, to such Height and so and in such Manner as shall effectually prevent Accidents from happening on the said Streets and Highways from the Engines and other Carriages passing thereon, or otherwise from the Use of the said Railway.

Streets or Roads not to be broken up without Consent of Commissioners or Trustees.

LXIX. And be it further enacted, That it shall not be lawful for the said Company, or any Person acting by or under their Authority, to break or take up or disturb, or cause to be broken or taken up or disturbed, within the said last-mentioned Parishes, for the Purposes of this Act, any Stones, Ground, Soil, or Pavement in any Road, Highway, Street, Lane, or Place under the Control or Direction of any Commissioners or Trustees of Paving, or Trustees having Jurisdiction over Streets, Roads, or Highways for the several Parishes or Districts in or through which the said last-mentioned Railway is intended to pass, unless Notice in Writing of their Intention to break, or take up or disturb such Stones, Ground, Soil, or Pavement within the said Parishes, signed by the Clerk or Secretary to the said Company, specifying the Road, Highway, Street, Lane, or Place, and the particular Part of such Road, Highway, Street, Lane, or Place in which such Stones, Ground, Soil, or Pavement are or is intended to be broken up, taken, or disturbed shall have been given to the Surveyor to the respective Commissioners or Trustees having the Control of the same, or shall have been left for him at his Office for the Space of Seven Days at least before such Stones, Ground, Soil, or Pavement, or any Part thereof shall be broken or taken up or in any way disturbed; and if the said Company or any Person acting by or under their Authority shall break or take up or in any way disturb, or cause to be broken or taken up or in any way disturbed, any such Stones, Ground, Soil, or Pavement, without such Notice being given or left as aforesaid, then and in every such Case the said Company shall forfeit and pay to the said respective Commissioners or Trustees having the Control of the Road, Highway,

Street,

Street, Lane, or Place wherein the same shall or may be situate, or to their Treasurer, Clerk, or Surveyor, or to such other Person as they may appoint, any Sum not exceeding Five Pounds; and also a further Sum of Forty Shillings for every Square Yard of Stones, Ground, Soil, or Pavement which shall be so broken or taken or disturbed without such Notice being given or left as aforesaid, to be respectively recovered and levied in such and the like Manner as Penalties and Forfeitures are directed to be recovered and levied in and by a certain Act of Parliament made and passed in the Fifty-
57 G. 3. c. 29. seventh Year of the Reign of King *George* the Third, intituled *An Act for better paving, improving, and regulating the Streets of the Metropolis, and removing and preventing Nuisances and Obstructions therein.*

Such Roads or Streets to be reinstated by the Company, under the Direction of the Commissioners or Trustees.

LXX. And be it further enacted, That whenever and so often as the said Company shall break or take up, or disturb or remove the Stones, Ground, Soil, or Pavement in or of any Road, Street, Highway, Lane, or Place within the said Parishes under the Control or Jurisdiction of the said respective Commissioners or Trustees as aforesaid, or any Part thereof, for the Purposes of this Act; and it shall be necessary, in the Opinion of the said Commissioners or Trustees, or of their Surveyor for the Time being, that such Stones, Ground, Soil, or Pavement, or any Part thereof, should be reinstated, or the Pavement of any such Road, Highway, Street, Lane, or Place so broken or taken up, or disturbed or removed, or any Part thereof, should be made good, or that any of the Stones, Ground, Soil, or Pavement near or contiguous thereto should be relaid or reinstated, the same shall be reinstated and placed, and made or relaid, in as good State and Condition as the same was or were severally in at the Time of such Stones, Ground, Soil, or Pavement, or any Part thereof, being so broken or taken up, or disturbed or removed, by and under the Direction of the respective Commissioners or Trustees having the Control and Management of the Road, Highway, Street, Lane, or Place wherein the same shall or may be situate, but nevertheless at the Cost, Charge, and Expence of the said Company, who shall also pay to the said Commissioners or Trustees the Value of any Pavement, Stones, Pebbles, or other Materials which may have been used by the said Commissioners or Trustees in or about the paving of any such Roads, Highways, Streets, Lanes, and Places, and which may be taken or used by the said Company.

For Recovery of any Costs, Charges or Expences to be incurred by such Commissioners or Trustees in reinstating any Streets or Roads.

LXXI. And be it further enacted, That it shall be lawful for the said respective Commissioners or Trustees, and they are hereby respectively required, to give Notice in Writing, signed by any Two or more of them, or by their Treasurer or Clerk or Surveyor for the Time being, to the said Company, by leaving the same with the Clerk or other Officer of the said Company for the Time being, of the Sum of Money, Costs, Charges, and Expences which may from Time to Time be paid, laid out, or expended or incurred by or on account of the said Commissioners or Trustees respectively, for or in the making good the State and Condition, or for or in repairing or reinstating all or any of such Part or Parts of the Stones, Ground, Soil, or Pavement,

ment, or of such Foot and Carriage Way within the Control and Management of the said Commissioners or Trustees respectively, and which shall be so broken or taken up, or disturbed or removed by the said Company within the said Parishes as aforesaid, or near or contiguous thereto, to which Notice shall be annexed the Particulars of the Costs and Expences thereby or therein incurred; and in case of the Delay of Payment or of the Nonpayment thereof by the said Company for the Space of Fourteen Days next after the Delivery of such Notice, then it shall be lawful for any Two or more of the said respective Commissioners or Trustees (as the Case may be), and they are hereby authorized and empowered, from Time to Time, to recover Double the Amount of such Costs and Charges of and from the said Company, either by Distress and Sale of the Goods and Chattels of the said Company, by a Warrant under the Hand and Seal of any Justice of the Peace for the County of *Middlesex* or City of *London*, which Warrant every such Justice is hereby empowered and required to grant, upon Proof of the Service of such Notice as aforesaid, and of the Nonpayment of such Costs and Charges, by the Oath of the Person who shall have left any such Notice as aforesaid, and of the Person appointed to receive such Costs and Charges, of the Nonpayment thereof to him, or to recover the same and every Part thereof by any Action or Actions in any Court of Law; and that in any such Proceedings in any such Action or Actions it shall be only necessary for the said Commissioners or Trustees, in any such Proceedings or Actions, to prove the Service of such Notice, pursuant to the Directions aforesaid, to entitle him or them to recover by such Proceedings, or by such Action or Actions, from the said Company, Double the Amount of such Costs and Charges so paid, laid out, or expended by the said Commissioners or Trustees as aforesaid, unless the said Company shall prove, upon the Return of the Summons in such Proceedings or on the Trial of such Action or Actions, the actual Payment of the full Amount of such Costs and Charges, within Fourteen Days after such Notice thereof was left as aforesaid, to the Person or Persons thereby authorized to receive the same; and in any such Action no Essoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed: Provided always, that it shall be lawful for the said Company, previously to any such Action being brought, to tender unto the Treasurer of the said respective Commissioners or Trustees, or after such Action shall be brought, such Sum of Money as the said Company may think just and reasonable to be a Satisfaction for the Costs and Charges to be incurred by the said respective Commissioners or Trustees as aforesaid; and if it shall appear that sufficient Satisfaction was tendered previously to the bringing such Action, or that a sufficient Sum was paid into the Court in which such Action should be brought as aforesaid, then the Jury shall find a Verdict for no more than such Sum of Money so tendered or paid into Court, and the Defendant shall thereupon be entitled to recover his Costs of Suit, and shall have such Remedy for recovering the same as any Defendant is entitled to or may have for his Costs in other Cases.

Deficiency in certain Rates to be

LXXII. And whereas by reason of the Exercise of the Powers of this Act granted Deficiencies may arise in the Produce of the Rates for

made good by the Company.

for lighting, watching, paving, and cleansing the Streets and other Passages, and repairing the Highways, and in the Sewers, Church, and Paving Rates, and in the Rates for the Relief of the Poor, and other Parochial or District Purposes, within the several Parishes through or into which the said Railway is intended to be carried; be it therefore enacted, That the said Company, from and after the passing of this Act, and until the Works hereby authorized to be made shall be completed and assessed to such Rates, shall be subject and liable to be rated and assessed to such Rates for watching, lighting, paving, and cleansing the Streets and other Passages, and repairing the Highways, and to the Sewers, Church, and Paving Rates, and to such Rates for the Relief of the Poor, and other Parochial or District Purposes, or Rates by Law authorized to be levied, in such a Sum of Money as any Lands or Buildings taken or used by the said Company under the Powers of this Act, or by reason of the Exercise of such Powers, become unoccupied or untenanted by reason of the same being required for the Purpose of the said Railway hereby authorized to be made, were respectively rated and assessed at in the last Rate made in respect of such last-mentioned Lands or Buildings before the passing of this Act, and shall pay the same Rates accordingly to the proper Collector appointed to receive the same; and in case of Default in Payment of the said Rates for the Space of Fourteen Days next after Demand in Writing given by the said Collector to the Clerk or Treasurer of the said Company, the same may be recovered in the Name of such Collector by Action at Law in any of Her Majesty's Courts of Record at *Westminster*, or in such and the like Manner as the said Rates and Assessments are directed to be recovered by any Act or Acts of Parliament whatsoever by virtue or in pursuance whereof the said Rates and Assessments shall or may be so levied or made as aforesaid.

Reserving Rights of Parishes under the Metropolis Paving Act.

LXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, derogate, or diminish any of the Rights and Privileges of any Parish over which the said Railway shall pass under and by virtue of the said Act of the Fifty-seventh Year of the Reign of King *George* the Third, or of any Local Act or Acts of Parliament, but that the same shall be in as full Force and Effect as if this Act had not been made.

Provision for maintaining Communication where Railway crosses the Walthamstow and Leyton Marshes.

LXXIV. Provided always, and be it further enacted, That for the Purpose of maintaining free Communication and Passage for Horses, Carts, and Cattle, and the public Bridleways across the said Railway where the said Railway shall cross the *Walthamstow* and *Leyton* Marshes respectively, the said Company shall, at their own Expence, at one convenient Place in the *Inner Mead* in the *Walthamstow Marsh*, and in one convenient Place in the *Outer Mead* in the *Walthamstow Marsh*, and in one convenient Place in the *Leyton Marsh*, erect and at all Times maintain such Gates, and appoint a Person or Persons for shutting and opening the same and each of them respectively, in like Manner as is required by this Act in all Cases in which the said Railway shall cross any public Highway on a Level.

LXXV. And

Power for the Northern and Eastern Railway Company to transfer a Station to the Eastern Counties Railway Company.

LXXV. And be it further enacted, That it shall be lawful for the said Northern and Eastern Railway Company and they are hereby required to sell, transfer, and relinquish to the said Eastern Counties Railway Company, and that it shall be lawful for the said last-mentioned Company to take and purchase from the said Northern and Eastern Railway Company, the Site of the Station, Depôt, Yard, Warehouses, and Approaches herein-before authorized to be provided by the said Northern and Eastern Railway Company, and of the Railway from such Site to the said Eastern Counties Railway, or the Benefit of any Contract for or Right to the same or in regard thereto, or any Part thereof, and so that the same may thenceforth form a Part of the Property of the said Eastern Counties Railway Company; and that it shall be lawful for the said Eastern Counties Railway Company to enlarge their present Station, and to erect all necessary Warehouses, Buildings, Works, and Conveniences, and to make such connecting Railway as aforesaid on the Premises so hereby authorized to be purchased; and that it shall be lawful for the said Eastern Counties Railway Company to grant to the said Northern and Eastern Railway Company, and for the last-mentioned Company to accept, a Lease for the Use and Occupation of the Depôt, Station, Yard, Warehouses, and Approaches to be formed and provided by the said Eastern Counties Railway Company, and that as regards the Consideration to be paid by the said Eastern Counties Railway Company for the Premises hereby authorized to be purchased, and the adapting the same by Buildings and otherwise to the Purposes aforesaid, and the letting and taking the Lease aforesaid, and the Terms and Conditions on which the same shall be held or used, and all the Terms and Conditions in all respects on and subject to which the said Northern and Eastern Railway Company shall use the Railway and Station of the said Eastern Counties Railway Company, and all Agreements made and hereafter to be made by and between the said Companies in respect of the said Matters, or any of them, shall be carried into effect, and shall be valid and effectual to all Intents and Purposes whatsoever.

Eastern Counties Railway Company empowered to agree with the Northern and Eastern Railway Company to take lower Tolls and Rates for the Use of that Railway than are directed by the Railway Act.

LXXVI. And whereas by the said Eastern Counties Railway Company's said Act it was enacted, that the Rates and Tolls to be taken by virtue thereof should at all Times be charged equally and after the same Rate *per* Ton throughout the whole of the said Eastern Counties Railway in respect of the same Description of Articles, Matters, or Things, and that no Reduction or Advance in the said Rates or Tolls should either directly or indirectly be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things should extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and should extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and Things thereon, anything to the contrary thereof in anywise notwithstanding; and by the

the same Act it was also enacted, that it should be lawful for the said Eastern Counties Railway Company from Time to Time to make and enter into any Contract or Agreement with any other Railway Company, (and which Contract or Agreement all other Railway Companies were thereby empowered to make and enter into,) either for the Division or Apportionment of the Rates, Tolls, and Duties, or for the Passage over or along the Railway by that Act authorized to be made, of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company, or which should pass over or along any other Line of Railway, upon the Payment of such Rates, Tolls, or Duties and under such Conditions and Restrictions, as might be mutually agreed upon; and also to make and enter into any other Contract with any other Railway Company that might be deemed advisable, and every such Contract might contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties might respectively think advisable and mutually agree upon: Provided always, that no such Contract should in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies Parties to such Contracts should for the Time being be respectively authorized to have, demand, receive, or recover of or from any Person or any other Company, but that all other Persons and Companies should, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways, upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums as they would have been in case no such Contract had been entered into, nor should any such Contract give any Preference or Advantage to any Company or Person, but all such Companies and Persons so contracting should, notwithstanding such Contract, pay the same Amount of Rates, Tolls, or Duties as should from Time to Time be charged to other Companies or Persons not being Parties to such Contracts, and no Person or Party using the said Railway should pay or be liable to pay any greater Amount of Rate, Toll, or Duty, for or in respect of any Carriage, Passengers, Goods, Articles, Matters, or Things, carried or conveyed upon or along or using the said Railway, than any of such Railway Companies: And whereas it is expedient that the said Northern and Eastern Railway Company should be permitted to make use of such Part of the said Eastern Counties Railway as aforesaid, upon paying a lower Rate or Amount of Rates, Tolls, and Duties than the said Eastern Counties Railway are by their said recited Act authorized to permit the said Northern and Eastern Railway Company exclusively to pay; now therefore be it further enacted, That notwithstanding the said recited Provisions of the said last-mentioned Act, or any other Provisions in the same to the contrary, it shall be lawful for the said Eastern Counties Railway Company and they are hereby empowered from Time to Time to make any Contract or Agreement with the said Northern and Eastern Railway Company for the Passage along the Line of the said Eastern Counties Railway, from the said Point of Junction of the said Two Railways to the Terminus near *London* of the said Eastern Counties Railway, upon Payment of such Tolls, Rates, and Duties as shall have been

or shall be agreed upon between the said respective Companies, notwithstanding the same shall be lower than the Rates, Tolls, and Duties which the said Eastern Counties Railway Company are authorized to take by their said recited Act.

Right of the Eastern Counties Railway Company to take such Tolls as they are by their own Act authorized to receive not to be prejudiced.

LXXVII. Provided always, and be it further enacted, That nothing in this Act, or in any Agreement between the said respective Companies contained, nor the taking by the said Eastern Counties Railway Company from the Northern and Eastern Railway Company of Rates, Tolls, and Duties lower than the said Eastern Counties Railway Company are authorized by the said Act to take, or lower than they shall take from other Persons, shall prejudice or affect the Right of the last-mentioned Company to charge, receive, take, and recover from any other Person or Persons, Body or Bodies whatsoever, such Rates, Tolls, and Duties as they are authorized to take by their said recited Act.

Northern and Eastern Railway Company empowered to take Tolls from their London Station for Passengers carried over the Eastern Counties Railway.

LXXVIII. And be it further enacted, That the said Northern and Eastern Railway Company shall charge and shall be entitled to demand and recover the same Tolls, Rates, and Duties for the carrying of Passengers and Goods from their Station at or near *Shoreditch* aforesaid to *Tottenham*, or to any other Point in the Line of their Railway beyond *Tottenham*, as if the whole Line of the Railway from the said Station had been constructed under the Powers of the said first-recited Act, and as if such Part thereof as may belong to the said Eastern Counties Railway Company had been Part of the Railway by the said first-recited Act authorized to be made, but subject and without Prejudice to the Rights of the said Eastern Counties Railway Company, and to the Contracts and Agreements between the said Two Companies in respect to the Use by the said Northern and Eastern Railway Company of the Line of the said Eastern Counties Railway.

Provision as to Limitation of Actions recited and repealed.

LXXIX. And whereas it is by the said first-recited Act of the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth enacted, that no Action, Suit, or Information, nor any other Proceeding of what Nature soever, should be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of the said Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed in, by, or under the said Act, unless Ten Days previous Notice in Writing should be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, or other Proceeding should be brought or commenced within Six Calendar Months next after the Act committed, or in case there should be a Continuation of Damage, then within Three Calendar Months after the doing or committing such Damage should have ceased, nor unless such Action, Suit, or Information should be laid and brought in the County or Place within which the Matter in dispute or Cause of Action should have arisen; and the Defendant in such Action, Suit, Information, or Proceeding might plead the

General Issue, and give the said Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or were omitted to be done in pursuance of or by the Authority of the said Act; and if they should appear to have been so done, or to have been so omitted to be done, or if it should appear that such Action, Suit, Information, or other Proceeding should have been brought otherwise than as therein-before directed, then and in every such Case the Jury should find for the Defendant, upon which Verdict, or if the Plaintiff should become nonsuited, or should suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant should have appeared thereto, or if a Verdict should pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff, the Defendant should have his Costs, and should have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in any other Cases: And whereas it is expedient that the said recited Provision should be repealed; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Interest on Monies paid in advance may be allowed at the Rate of 5*l.* per Cent.

LXXX. And be it further enacted, That it shall be lawful for the said Northern and Eastern Railway Company from Time to Time to pay Interest, at such Rate not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year, upon any Principal Monies which have been or shall be paid by Proprietors on account of Sums subscribed for or towards the said Undertaking, if the Directors for the Time being of the said Company shall think fit so to do.

Expences of the Act.

LXXXI. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of all Arrangements preparatory thereto, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Northern and Eastern Railway Company out of the Money already raised and received or out of the first Money to be raised or received by virtue of the said first-recited Act, in preference to any other Payments whatsoever.

Saving the Rights of the Commissioners of Sewers for Holborn and Finsbury Divisions, &c.

LXXXII. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Limits of *Holborn* and *Finsbury* Divisions, the Parish of *Saint Leonard Shoreditch*, and the Liberty of *Norton Falgate*, in the County of *Middlesex*, and the Borders and Confines of the same; but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

The Railway not to be exempted from the Pro-

LXXXIII. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by the said first-recited Act or this Act authorized to be made from the Provisions

Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

visions of any general Act.

Public Act.

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

The

The SCHEDULE to which the foregoing Act refers.

Description of Property.	Owner or reputed Owner.	Lessees or reputed Lessees.	Occupiers.
COUNTY OF ESSEX.			
Parish of West Ham and Ward of Stratford.			
Parish Road leading from Temple Mills to Stratford.	Surveyor of Highways.		
Garden Ground - -	Reverend Sir Augustus Henniker.	Byham Laws -	Byham Laws.
Parish Road leading from Leyton to Stratford.	Surveyor of Highways.		
Occupation Road to House	Rev. Sir Augustus Henniker.	Ditto - -	Ditto.
Footpath.			
Garden Ground - -	Ditto - -	Ditto - -	Ditto.
Occupation Road to the adjoining Lands.	Owners of adjoining Lands.		
Meadow - -	Rev. Sir Augustus Henniker.	- - -	William Good.
Garden - - -	John Coope - -	Sparks Moline -	Thomas Bigg.
Walled Garden - -	Ditto - -	Ditto - -	Ditto.
Orchard and Meadow -	Ditto - -	Ditto - -	Ditto.
Manufactory, Buildings, Tan Pits, Yards, House, Garden, and Premises -	Edward Moline -	- - -	Edward Moline and William Thresher.
Meadow - -	Ditto - -	- - -	Edward Moline.
Watercress Beds, House, and Garden.	Ditto - -	- - -	Joshua Little.
Meadow - - -	Ditto - -	- - -	Edward Moline.
Ditto - -	Ditto - -	William Lake Woodman.	William Lake Woodman.
Ditto - -	William de Caulier -	- - -	Matthew Peck.
Ditto - -	John Coope - -	Sparks Moline -	James Sharp.
Occupation Road.			
Garden Ground - -	John Coope -	Sparks Moline and Edw. Thomas, and George Perkins	Edward Thomas and George Perkins.
Occupation Road - -	Ditto - -	- - -	In hand.
Meadow - - -	John Coope - -	Sparks Moline -	James Sharpe.
The Channel Sea River -	The Governors of Christ's Hospital.	John Cooper -	John Cooper.
Occupation Road to Fields.			
Meadow - - -	Thomas Mears -	- - -	John Cramp.
Ditto - -	The Master, Wardens, and Commonalty of the Carpenters Company -	William Henry Dean	William Henry Dean.

Description of Property.	Owner or reputed Owner.	Lessees or reputed Lessees.	Occupiers.
	Parish of Wanstead.		
Arable - - -	Major Will. Colegrave	Richard Plaxton -	Richard Plaxton.
Footpath.			
Parish Road to Temple Mills	Surveyor of Highways.		
	Parish of Low Leyton.		
Footpath leading from Lea Bridge to Walthamstow.	Surveyor of Highways.		
Arable - - -	James Holbrook -	- - -	Charles Burrell.
Turnpike Road from London to Epping.	Trustees of Metropolitan Roads.		
Arable - - -	James Holbrook -	- - -	Charles Burrell.
Ditto - -	Ditto - -	- - -	Ditto.
Building Ground -	Ditto - -	James Reynolds -	James Reynolds.
Meadow - -	John Pardoe -	- - -	In hand.
Lawn and Plantation, Part of No. 73. in Walthamstow - -	The Assignees of Isaac Solly, a Bankrupt; viz. William Pennell, Frederick Heisch and Foster, Reynolds -	- - -	Isaac Solly.
Meadow - -	Edward Warner -	Thomas and George Saunders.	Thomas and George Saunders.
Building Ground - -	Finlay Fraser -	- - -	In hand.
Common Sewers -	Commissioners of Sewers for Hundred of Becon Tree.		
Leyton Marsh - -	John Pardoe - -	William Henry Watkins.	William Henry Watkins.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	The said Heirs of William Abbott; viz. Sarah Anne Abbott and Emily Abbott, Henry Smith Cafe and William A'Becket	This Property is the Subject of Suits in Chancery, and Mr. Cafe is Receiver appointed by the Court -	John Humphreys.
Ditto - - -	John Pardoe -	Messrs. Simon, John, and James Smith.	Messrs. Simon, John, and James Smith.
Footpath from Leyton to the Lea Bridge Road.			
Leyton Marsh - -	The said Assignees of Isaac Solly, a Bankrupt.	- - -	Isaac Solly.
Ditto - -	The said Heirs of William Abbott; viz. Sarah Anne Abbott and Emily Abbott, said Henry Smith Cafe and William A'Becket	This Property is the Subject of Suits in Chancery, and Mr. Cafe is Receiver appointed by the Court - -	John Humphreys.
Ditto - - -	Samuel Richard Bosanquet.	- - -	John Higham.
Ditto - -	William Frith -	Thomas Burrell -	Thomas Burrell.
Common Sewer -	The said Commissioners of Sewers for the Hundred of Becon Tree.		

Description of Property.	Owner or reputed Owner.	Lessees or reputed Lessees.	Occupiers.
Meadow - - -	John Pardoe -	Messrs. Simon, John, and James Smith.	Messrs. Simon, John, and James Smith.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	William Frith -	Thomas Burrell and Messrs. Simon, John, and James Smith - -	Ditto.
Ditto - - -	William Pole Tylney Long Wellesley.	- - -	John Tyler.
Ditto - - -	Ditto - -	- - -	Ditto.
Parish Road from Temple Mills to Low Leyton.	Surveyor of the Highways.		
Meadow - - -	William Pole Tylney Long Wellesley.	- - -	John Tyler.
Meadow - - -	Ditto - -	- - -	Ditto.
Pond and Osiers - -	Ditto - -	- - -	Ditto.
Meadow and Ponds -	Ditto - -	- - -	Ditto.
Osier Bed - -	Ditto - -	- - -	Ditto.
Arable - - -	Ditto - -	- - -	Ditto.
Ditto - -	Major William Colegrave.	Richard Plaxton -	Richard Plaxton.

Parish of Walthamstow.

Meadow - - -	George Bover, Esq. -	James Rhodes -	James Rhodes
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Common Sewer - -	The said Commissioners of Sewers for the Hundred of Becon Tree.		
Meadow - - -	John Humphreys -	- - -	John Jordan.
Copper-mill River -	Williams, Foster, and Company.	- - -	Williams, Foster and Company.
Walthamstow Marsh -	John King - -	- - -	John Clark.
Ditto - -	Samuel Richard Bosanquet.	- - -	Robert Hobson,
Ditto - -	Thomas Jacomb and his Trustees, George Best, Robert Arnold Wainwright, George Nathaniel Best, and William Herrick -	Robert Wragg -	Robert Wragg.
Ditto - - -	John King - -	- - -	John Clark.
Ditto - -	Charles Shaw Le Fevre	Robert Wragg -	Robert Wragg.
Ditto - - -	Henry Cooke Bourne, Cooke Kemp Bourne, and Edward Cooke Bourne - -	Thomas Trenholm -	Thomas Trenholm.
Ditto - -	Charles Raikes -	John Collins -	John Collins.
Ditto - - -	Henry Cooke Bourne, Cooke Kemp Bourne, and Edward Cooke Bourne - -	Thomas Trenholm -	Thomas Trenholm.
Ditto - -	Charles Shaw Le Fevre	Robert Wragg -	Robert Wragg.
Ditto - - -	Samuel Richard Bosanquet.	Charles Burrell -	Charles Burrell.
Ditto - -	Ditto - -	- - -	Robert Hobson.

Description of Property.	Owner or reputed Owner.	Lessees or reputed Lessees.	Occupiers.
Walthamstow Marsh -	William Hewes -	- - -	William Hewes.
Ditch - - -	Owners of adjoining Lands.		
Walthamstow Marsh -	James Archer Lilley -	- - -	Samuel Lilley.
Ditto - -	Charles Raikes -	John Collins -	John Collins.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ann Young -	- - -	William Lee.
Ditto - - -	Elizabeth Collard -	- - -	Samuel Wheeler.
Ditto - -	John Mills - -	- - -	William Wright Lucking.
Ditto - - -	Miss Amelia Berthon	- - -	Miss Amelia Berthon.
Ditto - -	John Mills - -	- - -	William Wright Lucking.
Ditto - - -	Charles Raikes -	John Collins - -	John Collins.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Edward Warner -	- - -	Thomas and George Saunders.
Ditto - -	Jamet Thomas Hewes	- - -	William Hewes.
Arable - - -	Samuel Richard Bosanquet.	Charles Burrell -	Charles Burrell.
Bridleway - - -	Surveyors of Highways.		
Arable - - -	Samuel Richard Bosanquet.	Charles Burrell -	Charles Burrell.
Ditch dividing the Parishes of Walthamstow and Leyton.			
Common Sewer - -	The said Commissioners of Sewers for the Hundred of Becon Tree.		
Lawn and Plantation (Part of 16 in Leyton).	The said Assignees of Isaac Solly, a Bankrupt; viz. William Pennell, Frederick Heisch, and Foster Reynolds -	- - -	Isaac Solly.

COUNTY OF MIDDLESEX.

Parish of Tottenham.

Arable - - -	Thomas Smith - -	Leonard Willan - -	Leonard Willan.
Orchard and Garden -	Trustees under the Settlement of Thomas Hougham Sparks and Sarah Davis Sparks his Wife, Charles Druce jun., and Thomas Lewis -	Ditto - -	Ditto.
Arable - - -	Ditto - - -	Ditto - -	Ditto.
Occupation Road to the Marshes.	Owners of adjoining Lands.		
Arable - - -	Said Trustees of Thomas Hougham Sparks and Sarah Davis Sparks his Wife - - -	Ditto - -	Ditto.

Description of Property.	Owner or reputed Owner.	Lessees or reputed Lessees.	Occupiers.
Occupation Road - -	New River Company.	Edward Bell - -	Edward Bell.
Arable - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Said Trustees of Thomas Hougham Sparks and Sarah Davis Sparks his Wife - -	Leonard Willan -	Leonard Willan.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Meadow - - -	New River Company.	Edward Bell -	Edward Bell.
Ditto - - -	Philip Thomas Hunt	- - -	Philip Thomas Hunt.
River Lea and Towing Path	Commissioners of the River Lea Navigation.		
Meadow - - -	George Bover, Esq. -	James Rhodes - -	James Rhodes.

THE PARISH OF ST. MATTHEW BETHNAL GREEN.

Anchor Street.

House, Shop, and Yard -	George Pigé - -	- - -	Benjamin Bacon.
Dwelling House, Shop, and Yard.	Richard Pearson -	Mrs. Barton - -	John Berry.
Ditto, Yard, and Outbuildings.	Ditto - -	Ditto - -	Weekly Tenants.
Ditto, Shop, and ditto - -	Ditto - -	Ditto - -	John Dearing.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	John Edmeads -	- - -	Elizabeth Hudson.

Cock Hill.

Dwelling House and Yards	John Edmeads - -	- - -	Weekly Tenants.
Ditto, Outbuildings, and large Yard.	James Brown - -	Samuel Kilbourn -	Samuel Kilbourn and weekly Tenants.
Ditto and Yard - -	Ditto - -	Ditto - -	Weekly Tenants.
Ditto and Outbuildings -	Ditto - -	Ditto - -	Samuel Kilbourn and ditto.
Ditto - - -	James Workman -	- - -	John Turner.
Ditto - -	Ditto -	- - -	Ditto.

Goddard's Rents.

Dwelling House, Shop, Bakehouse, and Yard.	James Workman -	- - -	William Stone.
Dwelling House, Shop, and Yard.	Ditto - -	- - -	Untenanted.
Ditto and Yard - -	Joseph Workman -	Samuel Kilbourn -	Weekly Tenants.
Ditto - - -	Ditto - -		

Wheeler Street.

Crown and Cushion Public House, Yard, Skittle Ground, and Outbuildings - - - -	Joseph Workman -	John Hill - -	John Hill.
Dwelling House, Shop, and Yard.	James Brown - -	- - -	Robert Lee.

Description of Property.	Owner or reputed Owner.	Lessees or reputed Lessees.	Occupiers.
Dwelling House, Shop, and Yard.	James Brown - -	- - -	Moses Nelson.
Ditto - - -	Ditto - -	- - -	Moses Henry Skelsey.
Ditto - - -	Ditto - -	- - -	Thomas Spelling.
Ditto - - -	Ditto - -	- - -	Richard Love.
Ditto - - -	Ditto - -	- - -	Weekly Tenants.
Ditto - - -	Ditto - -	- - -	William Harrison.
Three Colts Corner.			
Dwelling House - -	Charles Robert Carter Petley.	John Butler and Edward Knightley.	Weekly Tenants.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	John Butler and Henry Eldridge.	Ditto.
St. John Street.			
Dwelling House - -	Charles Robert Carter Petley.	John Butler and Henry Eldridge.	Benjamin Willett.
Ditto - - -	Ditto - -	Ditto - -	Vacant.
Ditto - - -	Ditto - -	Ditto - -	Thomas Barton.
Ditto - - -	Ditto - -	Ditto - -	Richard Birch.
Ditto - -	Ditto - -	John Butler and William Cottrell.	John Allen.
Ditto - - -	Ditto - -	Ditto - -	Weekly Tenants.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
House, Cow Sheds, Outbuildings, and Yard.	Ditto - -	John Butler and Joseph Benjamin Dawkins.	Joseph Benjamin Dawkins.
Ditto, Coal Shed, and Yard.	Ditto - -	John Butler and the Executors of Mary Keep.	Weekly Tenants.
House and Yard - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ditto - -	John Butler and Charles Gustavus Norbergson.	Charles Gustavus Norbergson.
Ditto - - -	Ditto - -	Ditto - -	Weekly Tenants.
Ditto - - -	Ditto - -	Ditto - -	John Vanner.
Ditto - - -	Ditto - -	John Butler - -	Weekly Tenants.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	John Cooper.
A Chapel - - -	Ditto - -	Joseph Merceron.	
Dwelling House, Dyehouses, Outbuildings, and Yard - - -	Ditto - -	John Jaques, James Racine, and Joseph Merceron.	John Jaques and James Racine.
Dwelling House and Yard	Ditto - -	Ditto - -	Weekly Tenants.
Ditto - -	Ditto - -	William John Hall -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
Ditto and a Court - -	Ditto - -	William Kinch -	Ditto.
Ditto and a Bakehouse -	Ditto - -	Ditto - -	Gabriel Green Sunman,

Description of Property.	Owner or reputed Owner.	Lessees or reputed Lessees.	Occupiers.
Dwelling House and Shop	Charles Robert Carter Petley	James Battaile, Mary Battaile and Isabella Stevens	Weekly Tenants.
House, Yard, and Passage	Ditto	Ditto	Ditto.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto	Mary Burchell	John George.
Ditto	Ditto	Ditto	William George.
Ditto	Ditto	William Soper	John Squire Skinner.

Brick Lane—continued.

Dwelling House, Grocer's Shop, and Yard.	Charles Robert Carter Petley.	William Soper	John Squire Skinner.
Ditto, Baker's ditto	Ditto	Ditto and William Edward Wetton.	William Edward Wetton.
Ditto, Tobacconist's ditto	Ditto	Ditto and Thomas Forward.	Thomas Forward.
Ditto, Pork Shop ditto	Ditto	Ditto and Samuel Steager.	Samuel Steager.

PARISH OF SAINT LEONARD'S SHOREDITCH.

Cock Hill.

Dwelling House and Yard	William Allington	-	John Brown.
Ditto	Ditto	-	Vacant.

Bailey's Court.

Vacant Ground	William Allington.		
Six Cottages	Ditto	-	William Allington and weekly Tenants.

Cock Hill—continued.

Dwelling House and Yard	William Allington	-	Vacant.

Swan Yard.

Two unfinished Houses in Ruins, and vacant Ground	Charles and William Bratt.		
Dwelling House and Yard	Ditto	-	Untenanted.
Ditto	Ditto	-	Henry Hillier Miller.
Ditto	Ditto	-	Charles Mills.
Ditto	Ditto	-	James Hurlin.
Ditto	Ditto	-	Martha Hargrave.
Ditto	Ditto	-	Ellen Wing.
Ditto	Ditto	-	John Watts.
Ditto	Ditto	-	Joshua Battie.

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