

**CHAPTER cxxxiv.**

An Act for authorising the Great Eastern Railway Company to make two Junction Railways at and near Norwich, and various Improvements of their railways and works, and for conferring on them further powers in relation to their undertaking and the undertakings of certain other Companies ; and for other purposes. A.D. 1875.
[19th July 1875.]

WHEREAS it is expedient that the Great Eastern Railway Company (in this Act called the Company) should be authorised to make and do the following works and things ; (that is to say,)

To make a railway in the hamlet of Thorpe in the county of the city of Norwich to connect the Company's Yarmouth Line with their main line from Ely, and another railway in the parish of Lakenham in the county of Norfolk to connect the Company's line from Ipswich to Norwich with their main line from Ely :

To widen and improve several of their railways or parts thereof, and, in connexion with widenings and improvements of other parts already authorised, to cross certain roads on the level with additional lines of rails, and alter certain bridges :

To convert the two single lines from Lowestoft to Reedham and from Lowestoft to Beccles into one double line for the common use of both lines between Lowestoft and Mutford :

To improve the Waltham Station by diverting the occupation road which crosses the railway in the up-platform of that station :

To purchase and take lands in divers parishes, and to appropriate and use the same for stations, sidings, and other purposes connected with their undertaking :

And whereas the Company and the East Norfolk Railway Company have respectively purchased certain lands at and near the

A.D. 1875. — junction of the East Norfolk Railway with the railway of the Company for the purpose of sidings and station accommodation, and for stopping up certain occupation roads crossing the respective railways on the level; and it is expedient to enable the companies to agree as to the land to be held by each company for the purposes of their undertaking, and that the lands not required for those purposes should be sold as superfluous lands :

And whereas the Company are required to maintain and repair certain parts of the banks and towing-paths of the River Lee where their railway crosses or approaches near to that river; and it is expedient that the agreement set forth in the First Schedule to this Act for commuting such liability into the payment of a fixed annual sum to the Lee Conservancy Board, with power to the Company and the said board at any time afterwards to substitute a gross sum for such annual payments, should be confirmed :

And whereas by an Act passed in the session of Parliament held in the ninth and tenth years of the reign of Her present Majesty, intituled "An Act to amend the Cambridge Improvement Acts, and " to exempt the Eastern Counties Railway Company from certain " tolls thereby imposed," (in this Act referred to as the Cambridge Improvement Act, 1846,) the Eastern Counties Railway Company whose undertaking is now vested in the Company, were required to pay one thousand pounds per annum to the Cambridge Improvement Commissioners, and were exempted from the payment of the tolls therein referred to :

And whereas the tolls in respect of which such commuted payment was made have become obsolete and are oppressive upon the Company, and are not charged or only partially charged upon other companies whose railways are within the borough, and the Company are liable to pay and do pay borough and other rates for the purposes of town improvement; and it is expedient that the Company should be relieved from the payment aforesaid as provided by this Act :

And whereas by the Ramsey Railway Act, 1861, the Ramsey Railway Company were incorporated with a share capital of thirty thousand pounds and power to borrow on mortgage ten thousand pounds, and the whole of that share and loan capital has been issued and raised and is now held by the Company under the authority of the Great Eastern Railway Act, 1874, or in trust for them; and it is expedient that the undertaking should be vested in the Company, and that the Ramsey Railway Company should be dissolved, and that a lease of the Ramsey Railway from the Company to the Great Northern Railway Company should be authorised, and that the agreement between the Company and the Great Northern

Railway Company, bearing date the fifteenth day of December one thousand eight hundred and seventy-four, a copy whereof forms the Second Schedule to this Act, should be confirmed : A.D. 1875.

And whereas it is expedient that the Acts relating to the Company should be in divers respects amended, and that their powers be in divers respects enlarged :

And whereas plans and sections describing the lines, situations, and levels of the intended works, and plans describing the additional lands which the Company are by this Act authorised to take for stations, sidings, and other purposes, and a book of reference to such plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of lands in the line of the works or within the limits of deviation as defined on the plans, or which are intended to be taken for stations, sidings, and other purposes, and describing those lands, have been deposited with the respective clerks of the peace for the Isle of Ely and the counties of Cambridge, Norfolk, the city of Norwich, Suffolk, Huntingdon, Essex, Middlesex, Kent, and Hertford (which are in this Act referred to as the deposited plans, sections, and books of reference) :

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

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

1. This Act may be cited as *The Great Eastern Railway Act, 1875.* Short title.

2. The following enactments (as far as they are applicable for the purposes of and are not expressly varied by this Act) are hereby incorporated with and shall be part of this Act; (that is to say,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 (in this Act referred to as the Lands Clauses Acts);

The Railways Clauses Consolidation Act, 1844, and Parts I. and V. of the Railways Clauses Act, 1863, relating respectively to construction of a railway and amalgamation.

Provisions of certain general enactments incorporated.

3. In this Act and (for the purposes of this Act) in enactments incorporated with this Act the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt, and not a debt or demand created by statute; and the term "superior courts" shall

Interpretation of terms.

A.D. 1875. — include any court of competent jurisdiction; and the expressions “parish clerks” and “clerks of the several parishes” in sections seven, eight, and nine of the Railways Clauses Consolidation Act, 1845, shall, with reference to the Company and as regards those parishes and extra-parochial places in which by the standing orders of either House of Parliament plans, sections, and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or extra-parochial place is included, mean in the first case the vestry clerks of those parishes, and in the second case the clerks of those district boards respectively.

Power to execute works according to deposited plans.

4. Subject to the provisions of this Act, the Company may from time to time make, execute, and maintain, in the lines and according to the levels shown on the deposited plans and sections, as far as lines and levels in that behalf are shown thereon, the railways, improvements of railways, other works, and operations described in this Act with all proper stations, sidings, approaches, works, and conveniences in connexion therewith.

Power to take lands referenced.

5. Subject to the provisions of this Act, the Company may from time to time enter on, take, and use the lands delineated on and described in the deposited plans and books of reference.

Description of new railways.

6. The railways authorised by this Act comprise the following; (that is to say)

(A.) A railway (in this Act called the Thorpe Junction Railway) in the hamlet of Thorpe in the county of the city of Norwich, commencing by a junction with the Company's Yarmouth Line, and terminating by a junction with the Company's main line from Ely, and being one furlong and 8·40 chains in length:

(B.) A railway (in this Act called the Lakenham Junction Railway) in the parish of Lakenham in the county of Norfolk, commencing by a junction with the Company's railway from Ipswich to Norwich, and terminating by a junction with the Company's main line from Ely, being five furlongs and eight chains in length.

Description of improvements of railways.

7. The improvements of railways which the Company are by this Act authorised to make, execute, and maintain comprise the improvement of the following railways respectively by the widening thereof, and the laying down thereon of an additional line or additional lines of rails; (that is to say)

(C.) Of the railway from Manningtree to Harwich, commencing in the parish of Mistley, and terminating in the parish of

Ramsey, and being six miles two furlongs and one chain in length; and of another portion of the same railway in the parish of Dovercourt, three furlongs and seven chains in length, all in the county of Essex:

- (D.) Of the railway from Colchester to Hythe in the county of Essex, commencing at the eastern side of the Colchester Station, and terminating at or near the Hythe Station, and being one mile one furlong and three chains in length; and a further branch to Saint Botolph's Station from the Eastgate Junction to a point eight chains or thereabouts south of such junction:
- (E.) Of the Company's Saint Ives Branch, commencing at its junction with the main line at Chesterton in the county of Cambridge, and terminating at the Saint Ives Station in the county of Huntingdon, and being twelve miles four furlongs and 4·30 chains in length:
- (F.) Of the Company's Lowestoft and Reedham Line in the parish of Haddiscoe in the county of Norfolk, commencing at or near the Marsh Junction, and terminating at or near the Haddiscoe Station, and being six furlongs and seven chains in length:

The improvements of railways which the Company are by this Act authorised to make, execute, and maintain comprise also the following works:

- (G.) The crossing on the level, with two additional lines of railway, of the two public roads in the parish of Saint Andrew the Less in the county of Cambridge, known respectively as Mill Road and Coldham's Lane, such crossings to be adjacent to the existing crossings of the Cambridge and Ely Line over such roads respectively:
- (H.) The alteration and substitution of a girder bridge for the bridge in the said parish of Saint Andrew the Less which carries the Hills Road over the Company's main line and the widening of the railway thereunder:
- (I.) An alteration and improvement in the parishes of Oulton and Lowestoft in the county of Suffolk of so much of the Company's railway from Reedham to Lowestoft as lies between the Mutford Station and the point where the line to Beccles diverges, and the formation of a junction with the said line to Beccles, and the adaptation of the junction for the use of the two lines of railway into and out of Lowestoft Station for the traffic of both lines from Ipswich and from Norwich, instead of the use of the same as separate single lines:

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(J.) The improvement of the Waltham Station in the parish of Cheshunt in the county of Herts, and the diversion of an occupation road now crossing the railway in the up-platform at that station, and the extinction of any right of way over the railway at the present crossing :

(K.) The crossing on the level, with two additional lines of railway on each side of the existing railway, of a road in the parish of Low Leyton in the county of Essex leading from Leyton to Temple Mills, such crossing to be at and adjacent to the existing crossing of the Cambridge Line over such road :

(L.) The alteration of two bridges and the approaches thereto in the parishes of West Ham and Wanstead, or one of them, in the county of Essex, the one known as the Chobham Farm Bridge, carrying a road leading to the Chobham Farm over the Company's main line to Cambridge, and the other as Henniker's Bridge, otherwise Temple Mills Lane Bridge, carrying the road leading from Stratford to Temple Mills over the same railway.

Bridge over
Coldham
Lane.

8. Before the Company lay down under the powers of this Act any additional lines of rails across Coldham Lane aforesaid, they shall erect a bridge with proper approaches thereto to carry the road over the railway ; and when such bridge and approaches shall have been completed the Company shall stop up the level crossing over the railway : Provided always, that, with the consent of the said Cambridge Improvement Commissioners, the Company may make an arch under the railway in lieu of a bridge over the same.

Bridge over
Mill Road.

9. Before the Company lay down under the powers of this Act any additional lines of rails across Mill Road aforesaid, they shall, if required by the Cambridge Improvement Commissioners, within two months after the passing of this Act, erect, at the joint expense of themselves and of the said commissioners, a bridge with proper approaches thereto to carry the road over the railway ; and when such bridge and approaches shall have been completed the Company shall stop up the level crossing over the railway, and the Company may retain one half of the expense of erecting and constructing the said bridge and approaches out of any moneys payable by them under this Act to the said commissioners.

As to con-
struction and
position of
bridges.

10. Each of the said bridges and the approaches thereto shall be constructed in such manner and of such inclinations as are provided by "The Railways Clauses Consolidation Act, 1845," with respect to public carriage roads carried over a railway, and shall be in such line and situation as shall be agreed upon between the engineers of

the Company and the surveyor of the Cambridge Improvement Commissioners, or as shall be settled by arbitration in case of dispute.

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11. If at the expiration of two months from the passing of this Act the Cambridge Improvement Commissioners have not required or do not any longer require a bridge suitable for carriages to be erected for carrying Mill Road aforesaid over the railway, or have not undertaken and bound themselves to the Company to pay their moiety of the cost of erecting such bridge, the Company shall not be bound to erect such bridge or to stop up the level crossing over the said road, but nevertheless, before the Company lay down under the powers of this Act any additional line of rails across the said road, they shall erect a bridge over the railway suitable for foot passengers using the said road, and shall thereafter maintain such bridge; and on the completion and opening of such bridge the right of foot passengers not being in charge of any carriage or animal to cross the railway on the level at the existing level crossing shall cease.

Footbridge may be erected over Mill Road if Commissioners do not require a carriage bridge.

12. Before the Company lay down under the powers of this Act any additional line of rails across the road in the parish of Low Leyton in the county of Essex, numbered 2 on the deposited plans, they shall erect a bridge over the railway with proper approaches thereto, to be constructed in such manner and of such inclinations as are provided by "The Railways Clauses Consolidation Act, 1845," with respect to public carriage roads carried over a railway, and shall thereafter maintain the same; and on the completion and opening of such bridge the Company shall stop up the level crossing over the railway.

Foot bridge over Temple Mills Road.

13. If the Company make any alteration in the said bridge called Henniker's Bridge they shall reconstruct the same, so that the bridge when altered shall be not less than twenty feet wide between the parapets thereof throughout its entire length; and the Company shall for ever thereafter maintain and keep the said bridge and the road over the same and the approaches thereto in good repair, to the reasonable satisfaction of the surveyor for the time being of the local board of health for the district of West Ham in the county of Essex.

As to Henniker's Bridge.

14. Nothing in this Act contained shall be held or construed to take away, alter, prejudice, or affect any of the rights, powers, or authorities of the West Ham Local Board with respect to the sewer of the said local board under the lands numbered respectively 2, 3, and 4 in the parish of West Ham on the deposited plans, or to authorise the Company without the consent of the said local board

Saving rights of West Ham Local Board with respect to sewer, &c.

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A.D. 1875. — to exercise any of the compulsory powers of this Act with respect to so much of Abbey Lane, numbered 16 in the same parish on the deposited plans, as is within the limits of lateral deviation described on the said plans.

Power of deviation.

15. In making any work by this Act authorised the Company may deviate to any extent not exceeding five feet from the levels thereof defined on the deposited sections, and may deviate from the lines thereof respectively to any extent within the limits of deviation defined on the deposited plans, but not so as to make the inclination of roads steeper than is shown on the said sections.

Existing level crossings and dimensions of bridges may be maintained.

16. In executing and maintaining the improvements of railways by this Act authorised the Company may lay down and maintain an additional line of rail across and on the level of the several roads which any existing railways so improved crosses on the level, and may construct the bridges for effecting such improvements of the same height, span, and dimensions as the existing bridges; but, except as herein-before is specially authorised, no such additional line shall be laid down when a road is already crossed on the level by two or more lines of railway.

Inclination of road.

17. In altering for the purposes of this Act the following roads the Company may make the same of any inclination not steeper than the following; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
3	West Ham - - -	Road - - -	1 in 14
8	West Ham and Wanstead	Public road - -	1 in 23

Period for completion of works.

18. If the railways shown on the deposited plans and authorised by this Act are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Penalty imposed unless the line is opened within the time limited.

19. If the Company fail within the period limited by this Act to complete the railways, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in respect of which the penalty has been incurred is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway in respect of which the penalty has been incurred; and the said penalty may be applied

for by any landowner or other person claiming to be compensated in respect of the railway in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge, as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Court of Chancery in England, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway in respect of which the penalty has been incurred by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

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20. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and

Application
of penalty.

A.D. 1875. form part of the Consolidated Fund of the United Kingdom, or in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Lands to be taken.

21. The lands which the Company may take under the powers of this Act for stations, sidings, and other purposes, in addition to the lands authorised by this Act to be taken for the railways, improvements, and other works by this Act authorised, are situate in the parish of Tottenham, the hamlet or parish of Mile End Old Town, and the parishes of St. Mary Stratford-le-Bow and Enfield in the county of Middlesex, West Ham, between the Stratford Bridge Station and Abbey Lane, and near the Canning Town, Forest Gate, and Stratford Stations respectively, and near Marsh Gate Lane, also in the same parish, and the parish of Wanstead near to Chobham Farm Bridge, and in the parishes of East Ham, Chelmsford, Romford, Aldham, and Mark's Tey in the county of Essex, Woolwich in the county of Kent or Essex, Cheshunt in the county of Hertford, the hamlet of Thorpe in the county of the city of Norwich, Thorpe St. Andrew, New Walsingham, Thetford, St. Peter Bradestone, and Brundall in the county of Norfolk, St. Andrew the Less Trumpington, Fulborne, St. Vigor's and All Saints Great Shelford, and Whittlesford in the county of Cambridge, Ely, St. Mary Ely, Trinity, and Streatham in the Isle of Ely in the hamlets of Bures and South Town, and in the parishes of Beccles and Somerleyton in the county of Suffolk.

Power to extinguish rights of way over the railway between Stratford Bridge Station and Abbey Lane.

22. With respect to that part of the Company's railway in the parish of West Ham which is situate between the Stratford Bridge Station and Abbey Lane, the Company may stop up all occupation or other private level crossings over the railway, and extinguish all rights of way across the railway, making compensation in manner provided by the Lands Clauses Consolidation Acts to any parties entitled to such rights of way.

As to agreements for certain lands.

23. The Company and the East Norfolk Railway Company may agree as to the lands to be held by each company at or near Whittingham Junction for the purposes of the undertaking of each company, and any lands not required for those purposes, which have been purchased by the Company for the purposes of discontinuing the occupation level crossings at or near that station, may and shall within ten years from the passing of this Act be sold by the Company as superfluous lands.

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

Powers for compulsory purchases limited.

25. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may, if they think fit, subject to the provisions of those Acts and of this Act, grant to the Company any easement, right, or privilege required for the purposes of this Act in, over, or affecting lands; and the provisions of the Lands Clauses Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants easements, rights, and privileges as aforesaid respectively.

Power to take easements, &c. by agreement.

26. The railways authorised by this Act shall, subject to the provisions of this Act, be in respect of tolls and in all other respects part of the undertaking of the Company.

Tolls on railways.

27. The Company may apply for the purposes of this Act any money from time to time belonging to them raised under any Act of or relating to the Company and not required for the purposes for which it was authorised to be raised.

Company may apply existing funds for purposes of Act.

28. From and after the first day of July one thousand eight hundred and eighty the Company shall be released from all future payments of the sum of one thousand pounds per annum to the Cambridge Improvement Commissioners, imposed by the Cambridge Improvement Act, 1846, and shall also continue exempt from payment of the tolls referred to in the said Act: Provided always, that the Company shall within one year from the passing of this Act pay to the Cambridge Improvement Commissioners the amount of the mortgage debt of the said commissioners not exceeding the sum of five thousand one hundred pounds, and the money so paid shall be applicable to the discharge of the said debt: Provided also, that if the said commissioners shall not previously have paid to the Company the one half of the expense of erecting the carriage bridge over Mill Road and of the approaches thereto, the amount then due to the Company from the said commissioners on account of such expenses may be deducted by the Company from the sum so payable by them to the said improvement commissioners.

Company released from payment of one thousand pounds per annum to the Cambridge Improvement Commissioners.

29. The Company and the Lee Conservancy Board may agree for the release of the Company from the obligation to maintain and repair all or any of those parts of the banks or towing-paths of the River Lee which by any Act relating to the Company they are required to maintain and repair in consideration of the payment by the Company to the board of a sum in gross or a fixed annual sum; and from and after the payment of such sum in gross, or in the

Company and Lee Conservancy Board may agree as to repairs of banks and towing-paths.

A.D. 1875. — case of an annual sum from and after the conclusion of the agreement, all obligations and liabilities of the Company with respect to the maintenance and repair of those parts of the said banks and towing-paths to which the agreement relates shall cease and determine; and the board may enforce payment of the annual sums agreed upon as and when the same become due by action of debt in any court of competent jurisdiction, and the agreement set forth in the First Schedule to this Act is hereby confirmed.

Annual payments may be commuted for a sum in gross.

30. If the Company and the Lee Conservancy Board enter into any such agreement as aforesaid in consideration of a fixed annual payment, they may at any time afterwards, by agreement, commute such annual payments for a sum in gross.

Act not to authorise taking of land from Lee Conservancy Board without consent.

31. Nothing in this Act contained shall authorise the Company to enter upon, take, use, or interfere with any land or other property of the Lee Conservancy Board without their previous consent in writing.

For protection of Harwich Harbour Conservancy Board.

32. Subject to the power conferred on the Company by this Act to take and use the piece of land in the said parish of Dovercourt shown on the deposited plan for the purposes of widening and improving their line and station there, nothing in this Act contained shall extend or be construed to prejudice, diminish, alter, or take away any of the rights, powers, or privileges of the Harwich Harbour Conservancy Board under "The Harwich Harbour Act, 1863," or "The Harwich Harbour Act, 1865."

For protection of the Colchester, Stour Valley, and Halstead Railway Company.

33. This Act or anything herein contained shall not in anywise take away, lessen, prejudice, alter, or otherwise affect any of the rights, interests, powers, authorities, privileges, remedies, claims, and demands whatsoever, whether at law or in equity, or otherwise howsoever, which under or by virtue of the Act seventeenth and eighteenth of Victoria, chapter two hundred and twenty, or otherwise, the Colchester, Stour Valley, Sudbury, and Halstead Railway Company is at the time of the passing of this Act entitled to or may lawfully have, exercise, enjoy, or claim against, or with respect to or in any way concerning the Company or the railways, works, or other property of the Company, or any part thereof, or the revenue or profits of the Company, or any part thereof; but all such rights, interests, powers, authorities, privileges, remedies, claims, and demands whatsoever of the Colchester, Stour Valley, Sudbury, and Halstead Railway Company shall be and remain of as full force and validity, and have as full operation and effect, and may be had, exercised, enjoyed, and enforced in like manner to all intents and

purposes whatsoever, both at law and in equity, and otherwise howsoever, as if this Act were not passed, anything in this Act contained to the contrary notwithstanding.

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34. The Company shall not, without the consent in writing of the London and North-western Railway Company under their common seal, in executing the Hills Road Bridge Alteration (H.), acquire or interfere with any property belonging to that company or in which they are interested, or any part or parts thereof.

For protection of London and North Western Company.

35. For the protection of the governors of Bethlem Hospital (herein-after called "the governors"), the following provisions shall have effect; (that is to say,)

For protection of the governors of Bethlem Hospital.

(1.) The Company shall, to the reasonable satisfaction of the surveyor of the governors, make and complete the diversion of the occupation road in the parish of Cheshunt shown on the deposited plans before they shall stop up the existing occupation road in the Waltham Station:

(2.) The governors and the lessees and tenants of land of the governors in the said parish of Cheshunt adjacent to the railway of the Company shall from time to time and at all times have the right to pass over and use, with or without horses, carts, waggons, and other vehicles for agricultural purposes only, the said diversion and also the road, belonging or reputed to belong to the Company, coloured red on a plan dated the twenty-ninth day of April one thousand eight hundred and seventy-five, and signed in duplicate by Alfred Langley, the engineer to the Company, and Richard Roberts, the surveyor to the governors, one part of which is in the custody of the Company, and the other part thereof in the custody of the governors:

(3.) If the Company desire to appropriate the existing road or any part thereof to other purposes of the Company, they shall make a suitable diversion of such road, and the governors shall sell to the Company under the provisions of the Lands Clauses Acts, the land necessary for such diversion; and the rights by this section conferred upon the governors and their lessees and tenants with respect to the said road coloured red shall extend and apply in all respects to any road which the Company may make in the same direction and in substitution therefor, and thereupon the rights in respect of the said road coloured red, or the part thereof so diverted, shall cease:

(4.) The Company shall at their own cost at all times maintain and keep in good repair, order, and condition the said

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diversion and the road coloured red, or any road they may make in substitution therefor :

- (5.) Any difference under this section arising between the governors and the Company shall be settled by arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845."

For protection of works of Havering, Dagenham &c. commissioners of sewers.

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

therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall ever thereafter be maintained by the Company to the reasonable satisfaction of the surveyor or engineer to the commissioners for the time being, and the said works shall be as fully and completely under the direction, jurisdiction, and control of the said commissioners as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the commissioners, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed: Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid, such matter or difference shall be referred to an arbitrator to be appointed by the Board of Trade, whose decision shall be final.

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37. With reference to the additional lands to be taken by the Company for the stations and sidings at Enfield, the following provisions shall apply for the protection of the New River Company:

For protection of the New River Company.

1. The Company shall acquire the right of user of the surface only of the strip of land numbered 1 in the parish of Enfield on the deposited plans belonging to the New River Company, so far as such land is or may be over the mains and pipes of the New River Company either now or hereafter to be laid, subject to the right of the New River Company to lay down and maintain mains or pipes thereunder; and before laying down any rails, station, works, or sidings upon such portion or portions of the said strip of land, the Company shall construct and for ever after maintain over the large water main of the New River Company now lying under a part of the said strip of land a girder bridge, so as to leave the said main free from the pressure of any weights or superstructure and the vibration of any engines or trains, and to enable the said New River Company to have access thereto at any time thereafter for the purposes of alteration or repair; and if at any future time the said New River Company shall desire to lay down any additional mains or pipes through the said strip of land they shall be at liberty so to do; and the Company shall construct at their own expense such further girder bridges over such additional mains and pipes, so far as the same may pass under the said strip of land, as will in like manner protect such new mains or pipes from pressure and vibration, and shall afford to the

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New River Company all reasonable facilities for executing such works :

2. The Company shall, sixteen days before commencing any works on the said strip of land over the mains or pipes of the New River Company now or hereafter to be laid, submit plans to the New River Company, and the plans shall be in such form as shall be approved by the engineer for the time being of the New River Company, and the works shall be carried out to his reasonable satisfaction ; and in case of any difference as to plans or execution, the same shall be settled by an engineer to be appointed by the President of the Institution of Civil Engineers for the time being on the application of either party :
3. In the event of any slip or rupture in the pipe or pipes of the said river by reason of the works or default of the Company, whether the same shall happen during the construction of the railway or such works as the Company may construct on the said strip of land or after the railway or such works as aforesaid shall have been completed and opened for traffic, or in the event of any loss to the New River Company from any interruption of their supply of water through any act or acts or default of the Company, their agents or contractors, the Company shall be answerable and shall pay to the New River Company all damages arising therefrom, and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the said river and pipes ; and any question which may arise as to any such expense or damages shall at the request of either party be referred to a civil engineer to be appointed as aforesaid, and the award of such engineer shall be final and conclusive :
4. If any interruption whatever in the supply of water by the New River Company shall be in any way occasioned by the Company or by the acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the company shall forfeit and pay to the New River Company for the use and benefit of the said Company the sum of ten pounds for every hour during which such interruption shall continue, such sum to be recovered by the New River Company in any court of competent jurisdiction.

38. Subject to the provisions contained in Part V. of the Railways Clauses Act, 1863, relating to amalgamation, the Ramsey Railway Company is hereby dissolved, and their undertaking is hereby transferred to and vested in the Company.

Ramsey Railway Company dissolved, and their undertaking vested in the Company.

39. The Company shall grant, and the Great Northern Railway Company shall accept, a lease of the Ramsey Railway for a term of twenty-one years from the first day of July one thousand eight hundred and seventy-five, upon the terms set forth in the agreement between the two companies dated the fifteenth day of December one thousand eight hundred and seventy-four, whereof a copy is contained in the Second Schedule to this Act, and the said agreement is hereby confirmed; and the provisions contained in the one hundred and twelfth and one hundred and thirteenth sections of "The Railway Clauses Consolidation Act, 1845," with respect to leasing the railway shall apply to the said lease as though the said provisions were incorporated with this Act.

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Power to
lease Ramsey
Railway to
Great
Northern
Railway
Company.

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

Company
not exempt
from pro-
visions of
present and
future
general Acts.

41. The costs, charges, and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act shall be paid by the Company.

Expenses of
Act.

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

THIS INDENTURE is made the fifteenth day of December one thousand eight hundred and seventy-four between the Lee Conservancy Board (who and their successors and assigns are herein-after referred to as "the board") of the one part, and the Great Eastern Railway Company (who and their successors and assigns are herein-after referred to as "the Company") of the other part.

WHEREAS by the Lee Navigation Improvement Acts, or some or one of those Acts, certain persons were incorporated, with perpetual succession, under the style of "the Trustees of the River Lee," and certain powers, rights, authorities, and privileges were conferred upon the said trustees in relation to the preservation and improvement of the River Lee Navigation :

And whereas by an Act passed in the session of Parliament holden in the sixth and seventh years of the reign of His late Majesty King William the Fourth, and intituled "An Act for making a railway from London to Norwich and Yarmouth, passing by Romford, Chelmsford, Colchester, and Ipswich, to be called the Eastern Counties Railway" (which Act is herein-after referred to as "the Eastern Counties Railway Act"), the Eastern Counties Railway Company was incorporated and was (amongst other things) empowered to construct a railway in the said Act mentioned, and to carry the same over the said River Lee Navigation in the parish of Saint Mary Stratford-le-Bow in the county of Middlesex; and by the ninetieth section of such last-mentioned Act the Eastern Counties Railway Company were required in carrying the said railway over the said River Lee Navigation to make and for ever thereafter to maintain and keep in repair over the said navigation a bridge of the dimensions, position, and character specified in such section, and a towing-path under the said bridge of the dimensions, position, and character specified in such section, and the said bridge and works were to be constructed and maintained to the satisfaction of the engineer or surveyor for the time being of the said trustees of the said navigation; and by the ninety-first section of the said Act now in recital the Eastern Counties Railway Company were required at their own expense for ever thereafter to maintain and keep in perfect repair the towing-path by the side of the said River Lee Navigation for the space of one hundred feet on each side of the said bridge to be erected by them over the said navigation, and also to deepen the navigation at all points under the said bridge and to the extent of one hundred feet on each side thereof, to the depth of three feet below the lower sill of Old Ford Lock, and 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 trustees of the River Lee Navigation.

And whereas the said bridge so required to be constructed, together with the towing-path under and on either side of the same, has been long since completed, and was the bridge by which at the time of the passing of the Great Eastern Railway Act, 1874, herein-after referred to, the main line of the railway was carried over that portion of the said River Lee Navigation which is known as the Bow River :

And whereas by the Lee Conservancy Act, 1868, provision was made for the election of a body of conservators for the management of the said navigation, and such conservators were incorporated, with perpetual succession, under the name of the Lee Conservancy Board ; and it was enacted that the powers and functions of the said board should commence and the said board be established on the first Friday in April one thousand eight hundred and sixty-nine, and on that day the said trustees of the said navigation should cease to be a body corporate, and from and after the establishment of the said board the navigation works, real and personal property, authorities, privileges, powers, rights of action and suit, and all other the rights and interests of the said trustees were transferred to and vested in the said board :

And whereas by an Act of Parliament passed in the session holden in the twenty-fifth and twenty-sixth years of the reign of Her Majesty Queen Victoria, and intituled "The Great Eastern Railway Act, 1862," the Great Eastern Railway Company was incorporated, and the whole of the railways, property, rights, liabilities, and obligations of the Eastern Counties Railway Company were transferred to, vested in, or imposed upon the Great Eastern Railway Company, and the said Eastern Counties Railway Act was repealed except as to certain specified sections which did not include the said ninetyeth and ninety-first sections :

And whereas by "The Great Eastern Railway Act, 1874," the Company was authorised to widen the said bridge by which the Company's main line was carried over the said Bow River ; and it was by the thirty-second section of the same Act enacted that after the widening thereof the bridge so widened should for all purposes be deemed to be the bridge by which the said railway was originally carried over such river, and that the provisions then in force of any Act of Parliament relating to such bridge should in all respects be held to apply to such widened bridge and the said Lee Navigation at that point as if those provisions had been expressly re-enacted in the said Act now in recital :

And whereas the Company and their predecessors the Eastern Counties Railway Company have not kept the said towing-path under the said bridge in repair, and executed the works and repairs, and performed the duties which by the ninety-first section of the Eastern Counties Railway Act, or the provisions of the Great Eastern Railway Act, 1862, and the thirty-second section of the Great Eastern Railway Act, 1874, the said companies respectively were required to execute and perform ; and an arrangement has been come to between the board and the Company for the release of the Company from the duty of repairing the said towing-path under the said bridge, and from the obligations and duties by the said several Acts of Parliament some or one of them imposed on them in consideration of the payment by them to the board of a perpetual annuity or yearly sum of thirty pounds per annum redeemable nevertheless as

A.D. 1875. herein-after is expressed; and it has been agreed between them that these presents shall be executed for expressing and giving effect to the said arrangements so come to between them:

Now this indenture witnesseth, that in pursuance of the said agreement and consideration of the release herein-after contained, and for the other considerations herein appearing, they the Great Eastern Railway Company do hereby for themselves, their successors and assigns, covenant with the Lee Conservancy Board, their successors and assigns, that they the Great Eastern Railway Company will and shall, from and after the twenty-fourth day of June one thousand eight hundred and seventy-four, and from time to time thenceforward, pay to the board one annuity or yearly sum of thirty pounds by equal half-yearly payments of fifteen pounds each on the twenty-fourth day of June and twenty-fifth day of December in each year clear of all deductions except income tax, the first of such half-yearly payments to be made on the twenty-fifth day of December one thousand eight hundred and seventy-four:

Provided always, and it is hereby agreed by and between the parties hereto, that if at any time hereafter the Company shall be desirous of repurchasing or buying up the said annuity or yearly sum of thirty pounds, and of such their intention shall give to the board or the clerk to the board six months notice in writing, and shall at the expiration of the time to be mentioned in such notice pay to the board the sum of six hundred pounds, together with all moneys then due for the arrears of the said annuity or yearly sum, and together also with a proportionate part of the same annuity or yearly sum from the last day of payment thereof preceding such repurchase up to and including the day of repurchasing the same, and all expenses of the board in relation to such repurchase, then and in such case, and upon the several payments aforesaid being fully made by the Company, the said annuity shall cease and determine and be no longer paid or payable; and the covenant herein-before contained for payment of the same shall thenceforth cease to be binding upon the Company, but without prejudice to any right or remedy in respect of any previous breach of the said covenant:

And this indenture further witnesseth, that in further pursuance of the said agreement, and in consideration of the payment of the said annuity or yearly sum of thirty pounds so long as the same shall continue payable, and for the other considerations herein appearing, they the Lee Conservancy Board do hereby release and discharge the Great Eastern Railway Company of and from all the liability to repair the said towing-path under the said bridge and to deepen the navigation of the said river as herein-before mentioned:

And also of and from all the obligations and duties which by the ninety-first section of "The Eastern Counties Railway Act," or the provisions of "The Great Eastern Railway Act, 1862," and the thirty-second section of "The Great Eastern Railway Act, 1874," or either of such sections or Acts of Parliament, are imposed upon or ought to be performed or fulfilled by the Company in this behalf:

And also all manner of actions, suits, causes of action and suit, damages, liabilities, claims, and demands whatsoever both at law and in equity which they the board now have or at any time hereafter can or may have or but for the execution of these presents could or might have had against the Company for or in

respect of any failure or neglect to repair the said towing-path under the said bridge, or for or in respect of any present or future default in the observance or performance of any of the enactments or requirements of the two last-mentioned sections, or either of them, or the provisions of "The Great Eastern Railway Act, 1862," in this behalf, or otherwise in relation to any of the obligations or duties created by those sections or the last-mentioned Act of Parliament, or either of them :

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And it is hereby declared that these presents are made subject to such alterations as Parliament may think fit to make therein :

In witness whereof the said Lee Conservancy Board and the said Great Eastern Railway Company have caused their common seals to be hereunto affixed the day and year first above written.

This seal was affixed by order of the Lee
Conservancy Board.

RICHARD HUNT,
Chairman.

Sealed in presence of

ROBT. J. PEAD,
Solicitor to the Lee Conservancy Board.



SECOND SCHEDULE.

AN AGREEMENT made the fifteenth day of December one thousand eight hundred and seventy-four between the Great Eastern Railway Company (herein-after called "The Great Eastern Company") of the one part, and the Great Northern Railway Company (herein-after called "The Great Northern Company") of the other part.

WHEREAS by the Ramsey Railway Act, 1861, certain persons were incorporated by the name of the Ramsey Railway Company, and they were authorised to make and maintain a railway, herein-after called the Ramsey Railway, commencing by a junction with the Great Northern Railway at the Holme Station of that railway, and terminating at Ramsey in the county of Huntingdon : And whereas by an agreement in writing dated the first day of July 1862 and made between the Great Northern Company of the one part and the Ramsey Company of the other part, it was agreed between the two companies parties thereto that the Great Northern Company should for seven years from the day when the Ramsey Railway should be opened for public traffic at their own expense, but subject as therein mentioned, work the local and through traffic on

A.D. 1875. — the Ramsey Railway: And whereas the said term of seven years expired some time ago, but the Great Northern Company have continued to work the said traffic on the Ramsey Railway: And whereas in the session of Parliament held in this present year (1874) the Great Eastern Company were the promoters of a Bill whereby, amongst other things, after reciting that the whole of the share and loan capital of the Ramsey Company, with the exception of a small part, was held in trust for the Great Eastern Company, it was proposed by one of the clauses that the Great Eastern Company should be authorised in their own name or in the names of trustees for them to hold the shares or stock and debentures held by or in trust for the Great Eastern Company constituting the share and loan capital of the Ramsey Company, and should appoint three of their own directors to be the directors of the Ramsey Company: And whereas the Great Northern Company presented a petition to the House of Commons against the said Bill, whereby they objected to the powers sought by the said clause for the reasons stated in the said petition: And whereas soon after the said petition was so presented to the House of Commons as aforesaid certain suggestions for a memorandum of arrangement between the Great Northern Company and the Great Eastern Company were signed by Mr. Swarbrick on behalf of the Great Eastern Company, and Mr. Oakley on behalf of the Great Northern Company, whereby, in consideration of the terms therein stated, the opposition of the Great Northern Company to the said Bill was to be withdrawn: And whereas one of such terms was that the Great Eastern Company should lease the Ramsey Railway to the Great Northern Company for twenty-one years from the 1st of July 1875 on the terms herein-after contained: And whereas it was another term of the said agreement that the said petition of the Great Northern Company should be withdrawn and that application should be made to Parliament in the next session for such additional powers as might be necessary to carry out the said agreement: And whereas in pursuance of the said agreement the said petition was withdrawn, and the said Bill became an Act under the title of the Great Eastern Railway Act, 1874: Now these presents witness, that in pursuance of the said suggestions for an arrangement they the Great Eastern Company, so far as the stipulations herein-after contained are to be performed by them, do hereby for themselves and their successors covenant with the Great Northern Company and their successors, and they the Great Northern Company, so far as the stipulations herein-after contained are to be performed by them, do hereby for themselves and their successors covenant with the Great Eastern Company and their successors, as follows:

1. That the Great Eastern Company will lease or demise or cause to be leased or demised the Ramsey Railway to the Great Northern Company for the term of twenty-one years from the first day of July 1875 on the following terms; namely,

2. That the Great Northern Company shall for the first year of the said term pay to the Great Eastern Company half yearly on the 31st day of December 1875 and the 30th day of June 1876 a rent calculated at the rate of 2 per cent. per annum on the cost of the Ramsey Railway, such cost to be taken at the sum of 43,000*l.*, and that such rent payable half yearly on the 31st day of December and 30th day of June in each year shall be increased every year subsequent

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to the first year of the said term at the rate of one quarter per cent. per annum until a maximum rent at the rate of $3\frac{3}{4}$ per cent. per annum shall be reached, and that then such maximum rent after the rate of $3\frac{3}{4}$ per cent. per annum shall be paid by the Great Northern Company to the Great Eastern Company half yearly on the days herein-before mentioned for the remainder of the said term of twenty-one years.

3. That if any further works shall be required on the Ramsey Railway for the accommodation of the traffic thereof, the Great Northern Company may out of their own funds cause the same to be executed, but subject to the previous approval of the Great Eastern Company; and that the Great Eastern Company shall, at the expiration of the said term of twenty-one years, pay the Great Northern Company for the works so executed by the Great Northern Company at a fair valuation thereof, estimated as their value at the termination of the said lease on the basis of such works being treated as part of a going concern, and not as mere land and materials only.

4. That clauses shall be inserted in a Bill to be promoted in the ensuing session of Parliament by the Great Northern Company or the Great Eastern Company, or one of them, for the purpose of carrying out the terms of these presents at the joint and equal cost of both companies parties hereto.

5. If any dispute or difference shall arise between the Great Eastern Company and Great Northern Company touching the stipulations herein-before contained, or as to any other provisions of the lease or the amount of the valuation herein-before provided for, then such dispute or difference shall be referred to arbitration in manner provided by the Railway Companies Arbitration Act, 1859.

6. It is hereby declared that this agreement is made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the respective companies have hereunto caused their common seals to be affixed the day and year first above written.

The common seal of the Great Eastern Railway
Company was affixed in the presence of

J. B. SKEGGS,
Clerk to W. H. Shaw, Solicitor,
Bishopsgate Street Station.



The common seal of the Great Northern Railway
Company was affixed in the presence of

COLVILLE, }
REG. CAPEL, } Directors.

