



ANNO NONO & DECIMO

VICTORIÆ REGINÆ.

Cap. cccxcvi.

An Act for making a Railway from the *East and West India Docks* to join the *London and Birmingham Railway* at the *Camden Town Station*, to be called "*The East and West India Docks and Birmingham Junction Railway.*"

[26th August 1846.]

WHEREAS the Construction of a Railway from the *East and West India Docks* at *Poplar* in the County of *Middlesex* to join the *London and Birmingham Railway* at the *Camden Town Station* would be of great public Advantage, by expediting and facilitating the Communication between the manufacturing Districts and the Port of *London*: And whereas the several Persons herein-after named, with other Persons and Corporations, are willing, at their own Expence, to carry the said Undertaking into execution, if authorized and empowered by Parliament so to do: 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 the several Acts of Parliament following, (that is to say,) the Companies Clauses Consolidation Act, 1845, the Lands Clauses Consolidation Act, 1845, and the Railways Clauses Consolidation Act, 1845, shall be incorporated with and form Part of this Act.

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and 20. in-
corporated
with this Act.

[Local.]

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II. And

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and in other Proceedings, it shall be sufficient to use the Expression "The *East and West India Docks and Birmingham Junction* Railway Act, 1846."

Subscribers incorporated.

III. And be it enacted, That *Alexander Beattie, John Scott, and Thomas Seddon Kelsall*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the said Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining a Railway from the *East and West India Docks at Poplar* in the County of *Middlesex* to join the *London and Birmingham* Railway at the *Camden Town* Station, with proper Works and Conveniences, according to the Provisions of the said recited Acts and of this Act, and other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *East and West India Docks and Birmingham Junction* Railway Company," and by that Name shall be a Body Corporate with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said recited Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railway is Six hundred thousand Pounds; be it enacted, That the Capital of the said Company shall be Six hundred thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the Number of Shares into which the said Capital shall be divided shall be Twelve thousand, and the Amount of each Share shall be Fifty Pounds.

Calls.

VI. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any One Share, and Two Months at the least shall be the Interval between successive Calls.

Interest to be paid on Calls till Railway completed.

VII. And be it enacted, That, notwithstanding any thing in this and the said recited Acts contained or implied to the contrary, it shall be lawful for the Directors of the Company to pay and allow Interest after the Rate of Four Pounds *per Centum per Annum* on all Calls paid in respect of the Capital hereby authorized to be raised, from the Date of the Payment thereof until the Completion of the Railway hereby authorized; provided that no Interest shall accrue to the Proprietor of any Share upon which any Call shall be in arrear, in respect of such Share, or of any other Share held by the same Proprietor, while such Call shall remain unpaid.

Power to borrow Money on Mortgage.

VIII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of Two hundred thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Six hundred thousand Pounds shall have been subscribed for, and One Half shall have been actually paid up.

IX. And

IX. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application shall be made shall not be less than Ten thousand Pounds in the whole.

Mortgagees may enforce Payment of Arrears by Appointment of a Receiver.

X. And be it enacted, That all Meetings of the Directors and of the Shareholders of the said Company, whether ordinary or extraordinary, shall be held in *London*.

Meetings to be held in London.

XI. And be it enacted, That the Number of Directors of the said Company shall be Fourteen, and the Qualification of a Director shall be the Possession, in his own Right, of Twenty Shares in the said Undertaking.

Number and Qualification of Directors.

XII. And be it enacted, That it shall be lawful for the Company from Time to Time to increase or reduce the Number of Directors, provided that the increased Number do not exceed Eighteen, and that the reduced Number be not less than Six.

Power to vary the Number of Directors.

XIII. And be it enacted, That *Alexander Beattie, Thomas Seddon Kelsall, John Lambert, William Henri Thomas, George Reid, John Scott, Robert Cotesworth, Pascoe St. Leger Grenfell, Thomas Young, Colonel the Honourable George Anson, Member of Parliament, Ross Donnelly Mangles, Member of Parliament, Patrick Maxwell Stewart, Member of Parliament, and John Lewis Prevost*, shall be the first Directors of the said Company.

First Directors.

XIV. And be it enacted, That the Quorum of a Meeting of Directors shall be Three.

Quorum of Directors.

XV. And be it enacted, That the Remuneration of the Directors and also of the Auditors to be appointed under the Companies Clauses Consolidation Act, 1845, shall from Time to Time be fixed by a General Meeting of the Company, and be paid out of the Funds of such Company.

Remuneration of Directors and Auditors.

XVI. And be it enacted, That the Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three nor more than Six, and the Quorum of such Committees shall be Two Thirds in Number of the same; but such Committees shall not have Power to make Calls for Money on the Shareholders.

Committees of Directors.

XVII. And be it enacted, That the Board of Directors shall have the Power from Time to Time to appoint from among the Directors a Resident Director, upon such Terms as they may think fit, and to remove him from the Office when and as they may from Time to Time determine.

Resident Director.

XVIII. And

Newspapers
for Insertion
of Adver-
tisements.

XVIII. And be it enacted, That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be One daily Newspaper at least published in the City of *London*.

Railway to
be made
according to
deposited
Plans.

XIX. And whereas Plans and Sections of the said intended Railway showing the Lines and Levels thereof, and also Books of Reference containing the Names of Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace for the County of *Middlesex*; be it enacted, That, subject to the Provisions in this Act and in the said recited Act contained, it shall be lawful for the said Company to make and maintain the said Railway and Works in the Line and upon the Lands delineated upon the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Line of
Railway.

XX. And be it enacted, That the said Railway shall commence near to the *Blackwall* Basin of the *West India* Docks of the *East and West India* Dock Company in the Parish of *All Saints Poplar* in the County of *Middlesex*, and shall pass from, through, or into the several Parishes and other Places of *All Saints Poplar*, *Bromley Saint Leonards* (otherwise *Saint Leonards Bromley*), *Saint Mary Bow* (otherwise *Saint Mary Stratford-le-Bow*), *South Hackney*, *West Hackney*, *Saint John's Hackney*, *Saint Mary Islington*, and *Saint Pancras*, all in the County of *Middlesex*, and terminate at or near the *Camden Town* Station of the *London and Birmingham* Railway in the said Parish of *Saint Pancras*.

In case of
Difference as
to Commu-
nications be-
tween Rail-
ways, the
same to be
settled by an
Engineer.

XXI. And be it enacted, That the Communications between the said Railway and the *London and Birmingham* Railway shall be made at such particular Spot within the Limits of Deviation prescribed by the "Railways Consolidation Act, 1845," and in such Manner as the respective Engineers of the Company by this Act incorporated and the said *London and Birmingham* Railway Company may agree upon; and in case of their differing in Opinion, then the same shall be determined by an Engineer to be appointed in Writing by the Board of Trade.

Power to
form Com-
munications
with the
Eastern
Counties and
Blackwall
Railways.

XXII. And be it enacted, That it shall be lawful for the said Company to form Communications or Junctions with the *Eastern Counties* Railway, the *Blackwall* Railway, and any other Railway, in such Manner as may be agreed upon by the Engineers of the respective Companies; and in case of such Engineers differing in Opinion, then the said Communications or Junctions respectively, and the Mode of effecting the same, shall be determined by an Engineer to be appointed in Writing by the Board of Trade.

Land for ex-
traordinary
Purposes.

XXIII. And be it enacted, That the Quantity of Lands to be taken by the Company for extraordinary Purposes shall not exceed Fifty Acres.

XXIV. And be it enacted, That 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 Five Years from the passing of this Act. Compulsory Purchase of Lands limited.

XXV. And be it enacted, That the Railway shall be completed within Seven Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed. Period for Completion of Works.

XXVI. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the Railway, not exceeding the following; (that is to say,) Tolls.

1. In respect of the Tonnage of all Articles conveyed upon the Railway, or any Part thereof, as follows: On Goods and Merchandize.

A. For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Penny:

B. For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Iron Stone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, *per Ton per Mile* not exceeding Two-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Penny:

C. For all Sugar, Grain, Corn, Flour, Meal, Bread, Potatoes, Hay, Straw, Flax, Tow, Linen or Cotton Yarn, Hides, Dye-woods, Earthenware, Timber, Stones, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Two-pence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Penny:

D. For all Cotton and other Wools, Drugs (except Vitriol), manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Three-pence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Penny:

[Local.]

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E. And

E. And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per Mile* not exceeding Sixpence; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Penny:

And a like Sum of Two-pence *per Mile* for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage so conveyed may weigh; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Penny.

On Passengers and Cattle.

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For every Person conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Mile* not exceeding One Penny:

For every Horse conveyed in or upon any Carriage belonging to the Company, not exceeding Five-pence *per Mile*; and if propelled by an Engine belonging to the Company, a further Sum *per Mile* not exceeding One Penny:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per Mile* not exceeding Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum *per Mile* not exceeding One Penny:

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per Mile* not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Mile* not exceeding One Penny.

Maximum Charges.

XXVII. Provided always, and be it enacted, That, notwithstanding any thing herein-before contained, the maximum Charges to be made by the Company in respect of all the Tolls and Charges for the Use of the Railway and Carriage, and for the locomotive Power on the Railway, shall in no Case, except where any Special or Extra Train may be required or allowed by the Company, exceed the Sums following; (that is to say,)

In respect to the Carriage of Articles conveyed upon the Railway, or any Part thereof, as follows:

For all Matters herein-before mentioned under the Letter (A.), Two-pence Halfpenny *per Ton per Mile*:

For all Matters mentioned under the Letter (B.), Three-pence Halfpenny *per Ton per Mile*:

For all Matters mentioned under the Letter (C.), Four-pence *per Ton per Mile*:

For

For all Matters mentioned under the Letter (D.), Five-pence *per* Ton *per* Mile :

For all Matters mentioned under the Letter (E.), Seven-pence *per* Ton *per* Mile.

In respect to Passengers and Animals conveyed in Carriages upon the Railway, as follows :

For every Person conveyed in a First-class Carriage, the Sum of Three-pence *per* Mile :

For every Passenger conveyed in a Second-class Carriage, the Sum of Two-pence *per* Mile :

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, the Sum of Sixpence *per* Mile :

For every Ox, Cow, Bull, or Neat Cattle, the Sum of Four-pence *per* Mile :

For every Calf, Pig, Sheep, or Lamb, or other small Animal, the Sum of Two-pence *per* Mile.

XXVIII. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls ; (that is to say,) Regulations as to the Tolls.

For Articles or Persons conveyed on the Railway for a less Distance than Six Miles the Company may demand, in addition to the prescribed Tolls for Conveyance, a reasonable Charge for the Expence of stopping, loading, and unloading :

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandize for such Fraction in proportion to the Number of Quarters of a Mile contained therein ; and if there be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a Quarter of a Mile ; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile :

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton :

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

XXIX. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following ; (that is to say,) Tolls for small Parcels and Articles of great Weight.

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds Weight each,) the Company may demand any reasonable Sum : Provided always, that Articles sent in large aggregate Quantities, although made up of several Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not

not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages :

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding One Shilling *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers
Luggage.

XXX. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Works within Ten Yards of London and Blackwall Extension Railway to be under the Control and approved by the Engineer of the said Company.

XXXI. Whereas it is proposed that the said intended Railway should pass under the *London and Blackwall Extension* Railway, at or near a Place called *Fair Field Road* in the Parish of *Saint Mary Stratford-le-Bow* in the County of *Middlesex* ; be it enacted, That all the Works for the said intended Railway within Ten Yards from either Side of the Works of the said *London and Blackwall Extension* Railway shall be executed under the sole Control and to the entire Satisfaction of the Engineer of the *London and Blackwall* Railway Company ; and that Plans and Drawings of the intended Works shall be submitted to and approved by the said Engineer previously to their Commencement, but if any Difference of Opinion shall arise as to the same respectively the Question shall be referred to the Board of Trade.

London and Blackwall Railway Company not to be impeded in Mode of working their Railway.

XXXII. And whereas it is proposed that the said intended Railway should be carried across the *London and Blackwall* Railway on a Level : And whereas the *London and Blackwall* Railway Company are doubtful of the Practicability of such Crossing being made without interfering with their Traffic, either at the present Time or at some future Time : And whereas it is just and necessary that the Interests of the *London and Blackwall* Railway Company, and the Safety and Convenience of the Public travelling by that Railway, should be fully and effectually secured ; be it therefore enacted, That the *London and Blackwall* Railway Company shall not in any Manner be impeded or controlled in their present Mode or Practice or any future Mode or Practice of working their said Railway : Provided always, that the Existence in point of fact of any such Impediment or Control shall be determined, in the event of Difference, by the Board of Trade.

Management of crossing the London and Black-

XXXIII. And be it enacted, That the Management and working of any Mode of level crossing the said *London and Blackwall* Railway which shall be adopted shall be vested exclusively in the *London*

and

and *Blackwall* Railway Company, and shall be made strictly subordinate to the Safety and Convenience of the Public using the said *London and Blackwall* Railway; provided always, that the Question of such Subordination shall be determined, in the event of Difference, by the Board of Trade: Provided also, that for the working such level Crossing the said Railway Company shall provide the requisite motive Power, and Means of applying the same, for effecting such level Crossing, under such Regulations as the *London and Blackwall* Railway Company shall from Time to Time require; and in the event of any Difference of Opinion, the same shall be referred to the Board of Trade.

wall Railway to be vested exclusively in the said Company.

XXXIV. And be it enacted, That in order to ensure to the *London and Blackwall* Railway Company the full and entire Command of the present and future working of their said Railway, and to ensure the Safety and Convenience of the Passengers thereon, the level Crossing of the *London and Blackwall* Railway as by this Act authorized shall be abandoned, if it shall at any Time be decided by the Board of Trade that such level Crossing is incompatible with any or either of the Clauses or Provisions herein-before contained with reference to such Crossing.

Level Crossing of the *London and Blackwall* Railway to be abandoned if incompatible with previous Provisions.

XXXV. And be it enacted, That all Carriages moving upon the said intended Railway shall be brought to a State of Rest at least Five Yards before arriving at the level Crossing of the *London and Blackwall* Railway, and that under no Circumstances whatsoever shall a Locomotive Engine be permitted to approach the last-mentioned level Crossing over the said Railway within the Distance of Twenty Yards, without the previous Consent in Writing of the *London and Blackwall* Railway Company.

Trains on Railway to stop Five Yards before Arrival at the *London and Blackwall* Railway.

XXXVI. And be it enacted, That upon such level Crossing being made the *London and Blackwall* Railway Company may cause to be erected upon any Part of the said intended Railway which shall be made within the Distance of Five Yards from the *London and Blackwall* Railway strong and sufficient Barriers, so as effectually to prevent the further Progress of the Trains whilst under the Control or Management of the Officers or Servants of the Company hereby incorporated, their Successors, Lessees, or Assigns, and that such Barriers, and so much of the said intended Railway as shall be situate between such Barriers and the *London and Blackwall* Railway, shall be under the sole Power, Control, and Management of the *London and Blackwall* Railway Company: Provided always, that if such Erections shall not be approved of by the Railway Company, the Construction thereof shall be under the Control of the Board of Trade.

Bars to be set up.

XXXVII. And be it enacted, That if any Engine or Carriage used by the said Company hereby incorporated, or with their Authority and Consent, shall come or be placed upon the *London and Blackwall* Railway from the said intended Railway, without the previous Consent of the *London and Blackwall* Railway Company, the Company by this Act incorporated shall forfeit and pay to the said

Penalty on Engine, &c. coming on *London and Blackwall* Railway without previous Consent.

London and Blackwall Railway Company the Sum of One hundred Pounds for every such Offence, in addition to any Damages which may have been thereby occasioned.

Lands or Works of *London and Blackwall Railway* not to be taken or interfered with.

XXXVIII. And be it enacted, That nothing in this Act contained shall extend to authorize or enable the Company hereby incorporated to take or enter upon any of the Lands or Grounds of the *London and Blackwall Railway Company*, or to alter, vary, or interfere with the said *London and Blackwall Railway*, or any of the Works connected therewith: Provided always, that nothing in this Clause contained shall operate to prevent the said Company hereby incorporated from erecting a Bridge over the said *London and Blackwall Railway* as by this Act authorized.

Junction with *London and Blackwall Railway* to be made by the same Company.

XXXIX. And be it enacted, That any Junction with the *London and Blackwall Railway*, and all such Openings in the Ledges or Flanches or Rails of the same Railway as may be necessary for effecting such Junction, or for the crossing of the same on the Level, shall be made by the *London and Blackwall Railway Company*; and if any Difference of Opinion shall arise as to the Position or Construction of the same, such Position or Construction shall be determined by the Board of Trade.

Company to pay Proportions of Rates and Charges to *London and Blackwall Railway Company*.

XL. And whereas the *London and Blackwall Railway Company* will necessarily incur considerable Expence in and about the making and Construction of the intended Crossing of and Junctions with the said *London and Blackwall Railway*, and in and about the Maintenance of the same: And whereas the *London and Blackwall Railway Company* will be put to great Expence in keeping and guarding the Works and Barriers on the said intended Railway, and in conducting and managing the crossing of the Trains coming from the Line of the said intended Railway over the Line of the said *London and Blackwall Railway*: And whereas it is just and expedient that the *London and Blackwall Railway Company* shall be remunerated for the same; be it therefore enacted, That the Company hereby incorporated shall pay to the *London and Blackwall Railway Company* such Proportion of the Rates, Tolls, and Charges from Time to Time made and received by the Company hereby incorporated, as shall be, in the event of Difference, determined by the Board of Trade.

Saving Rights of *London and Blackwall Company*.

XLI. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *London and Blackwall Railway Company*.

Company not to cross the *Blackwall Railway* on a Level.

XLII. Provided always, and be it enacted, That the Company hereby incorporated shall not cross the *Blackwall Railway* on a Level, but if any Crossing of the said *Blackwall Railway* shall be made by means of a Bridge, the Company shall make such Bridge according to such Plan as shall be approved of by the Board of Trade.

Precautions against Danger or

XLIII. And whereas the Line of the Railway by this Act authorized is proposed to be carried under the Line of the *Eastern Coun-*
tise

ties Railway in the Parish of *Saint Mary-le-Bow*, and it is expedient to provide against any Injury being occasioned to the last-mentioned Railway, or any Interruption of the Traffic thereon; be it therefore enacted, That the Company hereby incorporated shall not in any Manner interfere with the said *Eastern Counties* Railway, or any of the Lands or Works belonging thereto, or whereon the same is made, except only according to such Plans and in such Manner as shall be approved of by the Engineer for the Time being of the said *Eastern Counties* Railway Company; and all Works in connexion with the said *Eastern Counties* Railway shall be conducted at the Expence of the Company hereby incorporated, under the Superintendence and Direction of the said last-mentioned Engineer, and in such Manner as not in any Manner to endanger or interfere with the Security of the said *Eastern Counties* Railway; and it shall be lawful for the said *Eastern Counties* Railway Company to require all such Precautions to be taken by the Company hereby incorporated, and all such Works to be constructed by them, and at their Expence, and for ever thereafter to be maintained by them, as may seem to the Engineer of the said *Eastern Counties* Railway Company expedient for protecting their Railway from Injury, or the Traffic thereon from Interruption.

Interruption to the *Eastern Counties* Railway where Line carried under the same.

XLIV. Provided always, and be it enacted, That if any Difference shall arise between the said *Eastern Counties* Railway Company and the Company hereby incorporated, touching the Plans of any Works, or the Mode of executing same, or the Necessity or Expediency of any Works required by the said first-mentioned Company, such Difference shall be referred to Arbitration in the usual Manner, the Umpire, in case of any Difference, being appointed by the Board of Trade, on the Application of either of the said Companies; but in the event of any such Difference, it shall not be lawful for the Company hereby incorporated to proceed with any Works in respect of which such Difference shall have arisen, until the same shall have been settled, either by Agreement between the Parties or by the Award made on such Arbitration as aforesaid.

Arbitration in case of Difference as to Works in connexion with the *Eastern Counties* Railway.

XLV. And be it enacted, That if by reason of any of the Works or Proceedings of the Company hereby incorporated the said *Eastern Counties* Railway, or any of the Works connected therewith, shall be injured or damaged, such Injury or Damage shall be forthwith made good by the Company hereby incorporated, at their own Expence, or in the event of their failing so to do, then the said *Eastern Counties* Railway Company may make good the same, and recover the Expence thereof against the said Company in any of the Superior Courts.

Damage to be made good, and a Penalty for interrupting Traffic on the said Railway.

XLVI. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the Company hereby incorporated, or for any other Person or Persons, either for or in execution of this Act, or for any other Purposes, or in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Lands or Property of the said *Eastern Counties* Railway Company, or in any Manner to alter, vary, or interfere with the said *Eastern Counties* Railway, or any of the Works appertaining thereto, save only in the Manner and for the Purposes authorized by this Act.

Land of the *Eastern Counties* Railway not to be taken.

XLVII. And

Necessary Works to be formed for connecting proposed Railway with Eastern Counties Railway.

XLVII. And be it enacted, That the Company hereby incorporated shall and they are hereby required to form and maintain such Side Lines and Works in connexion with the Railway, at or near the Point where the same crosses the *Eastern Counties* Railway, as may be necessary for connecting the same in the most convenient Manner with the said last-mentioned Railway, and so as to allow of the Passage of Engines and Carriages from one Railway to the other, such Side Lines and Works to be made and maintained to the Satisfaction of Mr. *Robert Stephenson*, or other the Engineer for the Time being of the said *Eastern Counties* Railway Company, but at the Expence in all things of the last-mentioned Company.

Eastern Counties Railway Company authorized to use a Portion of the proposed Line.

XLVIII. And be it enacted, That it shall be lawful for the said *Eastern Counties* Railway Company to use the Line by this Act authorized, from the Point of Junction therewith to the proposed Station thereof at *Victoria Park*, with their Engines and Carriages, at all reasonable and proper Times, and subject to such Terms, Conditions, and Regulations as may be agreed on between the said Two Companies, or in the event of Difference between them, as may be settled and determined by the said *Robert Stephenson*, if and so long as he shall be the Engineer-in-Chief of the said *Eastern Counties* Railway Company and of the Company hereby incorporated, or if he shall not be Engineer-in-Chief of the said Two Companies at the Time when any such Difference may arise, then as may be settled by some competent Person to be appointed by the Board of Trade: Provided always, that the Period and Mode of Use of the said Portion of Line by the said *Eastern Counties* Railway Company shall be so regulated as not to impede or interrupt the Traffic on the Railway hereby authorized.

Suitable Accommodation to be provided for Traffic on the Eastern Counties Railway at the Station at *Victoria Park*.

XLIX. And be it enacted, That the Company hereby incorporated shall and they are hereby required to provide, construct, and maintain, at their said Station at *Victoria Park* aforesaid, all such suitable Accommodation for the Traffic of the said *Eastern Counties* Railway Company passing between the said last-mentioned Station and the said *Eastern Counties* Railway, as may be necessary, and to give all necessary Facilities for the Reception and Accommodation of such Traffic, the Extent and Nature of such Accommodation and Facilities, and the Terms upon and subject to which the same shall be provided, to be settled and determined, in case of Difference between the said Two Companies, by the said *Robert Stephenson*.

Trucks of Eastern Counties Railway Company to be conveyed from Point of Junction to *West India Docks*.

L. And be it enacted, That all Trucks of the *Eastern Counties* Railway Company which shall be brought to the Point of Junction between the said Two Railways for the Purpose of being conveyed therefrom to the *West India Docks* shall be so conveyed by the Company hereby incorporated, together with their own Luggage Trains, at such Times, and subject to such Terms, Conditions, and Regulations as, in the event of Difference between the said Two Companies, may be settled and determined by the said *Robert Stephenson*.

Traffic of either Company to be

LI. And be it enacted, That all Traffic of either of the said Two Companies which may be brought to the said Junction between the said

said Two Railways, for the Purpose of being conveyed by the other of the said Companies on the Railway belonging to them, shall be so conveyed with all reasonable Despatch, and with all necessary Facilities; and if any Difference shall arise between the said Two Companies as to such Facilities, the same shall be settled and determined by the said *Robert Stephenson*.

conveyed with all reasonable Despatch by the other Company.

LII. And be it enacted, That, except as hereby expressly authorized, 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, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *Eastern Counties Railway Company*, but all their Rights, Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament or otherwise are hereby expressly saved and reserved, not only as against and with respect to the Company hereby incorporated, but also as against and with respect to all other Companies and Persons whomsoever.

Saving Rights of the Eastern Counties Railway Company.

LIII. And whereas the Railway hereby authorized to be constructed is intended to be carried over the *Great Northern Railway*, for the making whereof an Act has been passed in the present Session of Parliament, and it is expedient that Provisions should be inserted herein for the Prevention of any Injury or Obstruction to the last-mentioned Railway; be it therefore enacted, That the Railway hereby authorized to be made shall be carried over the said *Great Northern Railway* by means of a Bridge or Arch of not less than Fifty-six Feet Span, measured on the Square, and that the Soffit of such Bridge or Arch shall be nowhere less than Twenty Feet above the Rails of the said *Great Northern Railway*, and that, subject to the before-mentioned Restrictions, the said Bridge or Arch shall be constructed according to such Plan as shall be approved of by the Engineer for the Time being of the said *Great Northern Railway Company*.

Regulating Construction of Bridge over Great Northern Railway.

LIV. Provided always, and be it enacted, That it shall not be lawful for the Company hereby incorporated to divert the Line of their said Railway at the Point of crossing the said *Great Northern Railway* to the South of the centre Line of the said first-mentioned Railway, as delineated upon the said deposited Plans.

Company not to divert Line of Railway at Point of crossing.

LV. And be it enacted, That the Company hereby incorporated shall afford to the Passengers and Goods conveyed by the *Great Northern Railway* to the Railway hereby authorized to be made all needful Facilities and Accommodation for the Conveyance of such Passengers and Goods along the last-mentioned Railway, upon Terms and Conditions as favourable as are granted by the Company hereby incorporated to any other Railway Company, and shall also afford Facilities for effecting a Junction between the same Railway and the *Great Northern Railway*, and for the Transfer of Goods between the said Railways: Provided always, that in settling the Terms and Conditions upon which Passengers and Goods are to be conveyed, and the Facilities and Accommodation are to be afforded, regard shall be had to the Similarity of the Circumstances of each respective Company.)

Accommodation for Traffic from Great Northern Railway.

[Local.]

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LVI. And

Works connected with Junction to be under the Control of the Engineer of the said Company.

LVI. And be it enacted, That the Plans for effecting any such Junction, and for the Transfer of Goods between the said Railway and the *Great Northern* Railway, before the Commencement of the Works, shall be submitted to and approved of by the Engineer for the Time being of the said Company, and all Works connected with such Junction or in anywise relating thereto shall be under the Control of the said Engineer for the Time being of the said Company: Provided always, that if any Difference of Opinion shall arise between the said Engineer and the chief Engineer for the Time being of the *Great Northern* Railway Company touching the said Works, the same shall be determined by a Third Engineer, to be named by such Two Engineers before the said Works are commenced.

Company to repair and lay down Gas Pipes, &c. under the Railway at the Expence of the Company requiring the same.

LVII. And be it enacted, That the said Company shall and they are hereby required, on receiving Three Days Notice in Writing from any Gas Light Company whose Main Pipes cross or hereafter shall cross the Line of the said Railway of their Desire to have laid down, repaired, or altered any Main or Pipe, Stopcock, Plug, or Branch belonging to such Gas Light Company which may be under or crossed by the Line of the Railway and Works, or upon or under any Land in the Occupation of the Railway Company, or to have laid down, fixed, and set up any new and additional Main Pipe, Stopcock, Plug, or Branch under or across the Line of the Railway which may be necessary for the Purpose of enabling such Gas Light Company to light any Houses or Places with Gas, to execute any such Works as aforesaid, and the Expence of so doing shall be repaid by the Company requiring the same within Three Days after the Execution thereof: Provided always, that all such Works so to be required shall previously receive the Sanction of the Engineer for the Time being of the said Railway Company, who shall be sole Judge of the Expediency and Mode of executing the same.

Company not to take Property of East and West India Dock Company without Consent.

LVIII. And be it enacted, That it shall not be lawful for the said Company to purchase, take, or enter upon any of the Lands, Tenements, or Hereditaments of the *East and West India* Dock Company, without the Consent of the last-mentioned Company.

All Works connected with the East India Dock Road to be constructed to the Satisfaction of the Trustees.

LIX. And be it enacted, That the Bridge to be constructed over and across the said Railway where the said Railway intersects the *East India* Dock Road at *Poplar* aforesaid, and all Walls and other Works belonging thereto, shall be built with Brick, Stone, or Iron, and the Parapets of such Bridge shall be Seventy Feet in the clear, and raised not less than Six Feet above the Surface of the Footpaths by the Sides of the said Road, such Parapets to be built of Brick and coped with Stone; and that the Plans and Designs for the said Bridge and the Works belonging thereto, which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work, the Materials whereof the said Works shall be constructed, shall be submitted to the said Trustees or their Engineer previously to the Commencement of the said Bridge and Works, and if the same shall not be approved of by the said Trustees and their Engineer, then the Question in difference shall be referred to the Determination of an Engineer to be agreed upon by the Engineers of the said Trustees and

and of the said Company, who shall select such Engineer before the said Plans and Materials are submitted for the Approval of the said Trustees, and the Decision of such selected Engineer, in case of Dispute, shall be final; and that all the Plans, Sections, and Specifications of the said Bridge and Works shall be made at the Expence of the said Company; and that the said Bridge, and the several Works connected therewith, shall be constructed, made, and formed to the Satisfaction of the said Trustees or their Engineer; and in case a Difference of Opinion shall arise between the Engineers of the said Trustees and of the said Company touching such Construction, making, and Formation, the Question in dispute shall be determined by an Engineer to be selected in like Manner and on the like Terms as is herein-before provided in case of Dispute with respect to the Plans and Materials; and in case in the Construction of the said Bridge and Works, or any of them, the said Company shall do or cause to be done any Injury or Damage to the said Road, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said Trustees, or in case any Alterations of the said Road, or of the Drains or Sewers under the same, shall in the Judgment of the said Engineer for the Time being of the said Trustees be rendered necessary, by reason or in consequence of the Works connected with the said Railway, then and in any such Case it shall be lawful for the said Trustees to cause all such Repairs and Alterations to be made as they in their Discretion shall think fit, and all Costs and Expences of such Repairs and Alterations shall be paid to the said Trustees on Demand by the said Company: Provided always, that the said Bridge shall have not less than Nine Inches of Gravel in Concrete between the Pavement of the Carriageway and the Arch of the said Railway Bridge, and that nothing in this Act or in the said Acts incorporated herewith contained shall authorize or empower the said Company to alter the present Level of the said Road.

LX. And be it enacted, That after the said Bridge shall have been constructed pursuant to the Directions of this Act the said Company shall and they are hereby required at all Times thereafter to keep the said Bridge, and all Parapets, Approaches, Walls, and other Works belonging thereto, in good and complete Repair, to the Satisfaction of the said Trustees; and in case the said Bridge and the Parapets, Approaches, Walls, and other Works, or any of them, shall at any Time hereafter be out of repair, and Notice thereof be given to the said Company by or on behalf of the Trustees of the said Road, and the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Trustees to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repair as may be; and all the Costs, Charges, and Expences incurred by the said Trustees shall be paid to the said Trustees on Demand by the said Company.

Company to keep in repair Bridges connected with the said Turnpike Road.

LXI. And be it enacted, That the said Company shall not be at liberty to commence any of the Works connected with the said Railway on the said *East India* Dock Road until they shall have given Seven

Notice to be given to Trustees of East India

Dock Road of
Commence-
ment of
Works, and
free Passage
to be pre-
served
during their
Construc-
tion.

Seven clear Days Notice in Writing to the said Trustees or their Engineer for the Time being of their Intention to commence the same; and that the said Works shall at all Times be so carried on and conducted as to afford a free and uninterrupted Passage for Foot Passengers at the Side of the said Road, and also for Two Carriages at least to pass abreast along the said Road, and in such Manner as to cause as little Obstruction as may be to the Transit of Carriages and Passengers along the said Road.

Regulating
the Crossings
under the
Metropolis
Turnpike
Roads.

LXII. And whereas it is intended to carry the said Railway under the Turnpike Roads herein-after mentioned (being Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*); that is to say, *Dalston Lane*, leading from *Kingsland* to *Hackney*; *Kingsland Road*, leading from *Shoreditch* to *Stamford Hill*; *Newington Road*, leading from *Balls Pond* to *Hornsey*; *Front Road, Islington*, leading from *Islington* to *Holloway*; and the *Liverpool Road, Islington*, also leading from *Islington* to *Holloway*; and it is proposed to carry the said Roads over the said Railway by means of Bridges; be it enacted, That every one of the said Bridges shall have Parapet Walls on each Side thereof of not less than Eight Feet in Height from the Middle of the Roads over the said Bridges respectively, and that from the End of the said Two Parapet Walls of every one of the said Bridges the said Company shall make Four Return Walls, each Fifty Feet in Length, along the Sides of the said Railway, and shall carry such Return Walls to the same Height with the said Parapet Walls from the Ends of which the said Return Walls are to be made, that is to say, Eight Feet above the Centre of the Roads over the said Bridges respectively; and that the present Width of the Carriageways and Footpaths, where the same are crossed, shall be preserved between the Parapet Walls of the Bridges under the same respectively; and that the upper Surface of the Centre of the Arch of every one of the said Bridges shall be not less than Eighteen Inches below the Surface of the Road over such Bridge, and every Part thereof; and that all the Drains of the said Roads and Footpaths which shall be interfered with shall be reconstructed, and that all the said Works shall be done by and at the Expence of the said Company: Provided always, that the said Commissioners shall have Power to allow Alterations in the above Arrangements to any Extent they may think proper from Time to Time.

Regulating
the Crossings
over the
Metropolis
Turnpike
Roads.

LXIII. And whereas it is intended to carry the said Railway by means of Bridges or Viaducts over the Turnpike Roads (also under the Care of the said Commissioners) herein-after mentioned; that is to say, *Church Street, Hackney*; *Old Road, Saint Pancras*, leading from *Battle Bridge* to *Camden Town*; *Camden Town New Road*, leading from *Camden Town* to *Holloway Road*; *Kentish Town Road*, and the *Hampstead Road*; be it enacted, That all the Bridges or Viaducts by which the said Railway shall be carried over the said Turnpike Roads at *Old Road, Saint Pancras*, leading from *Battle Bridge* to *Camden Town*, *Camden Town New Road*, leading from *Camden Town* to *Holloway Road*, and the *Kentish Town Road*, or any of them, shall have a clear Height under such Bridges of not less than Eighteen Feet from every Part of the respective Roads and Footpaths over

which

which the said Bridges are carried; and that the Bridges or Viaducts by which the said Railway shall be carried over the said Turnpike Roads at *Church Street, Hackney*, and at the *Hampstead Road*, or either of them, shall have a clear Height under such Bridges of not less than Sixteen Feet from every Part of the respective Roads and Footpaths over which the said Two last-mentioned Bridges or Viaducts are respectively carried; and that all such Bridges or Viaducts shall be of such a Span as shall leave clear and untouched the whole of the Width of the Roads and Footpaths over which the same are respectively carried; and that all the said several Bridges shall have Parapet Walls on each Side thereof of not less than Five Feet in Height above the Surface of the said Railway; and that from the Ends of the said Two Parapet Walls of each of the said Bridges there shall be Four Screen Walls or close Fences, each One hundred Feet in Length at the least, and that such Screen Walls or Fences shall be carried to the same Height with the said Parapet Walls respectively, that is to say, Five Feet above the Surface of the said Railway.

LXIV. And be it enacted, That it shall not be lawful for the said Company to raise or lower the Level of any of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, nor to cross upon the Level any of the Turnpike Roads under the Care of the said Commissioners, without their Consent first had and obtained for such Purpose.

Metropolis Turnpike Roads not to be crossed except as before mentioned.

LXV. And be it enacted, That in constructing the said Bridges and Works only One Half of the Surface of each of the Turnpike Roads under or over which the same shall be respectively made, shall be first interfered with, leaving the other Halves of all the said Turnpike Roads for the Passage of the Public until such Time as it is certified in Writing by the said general Surveyor for the Time being that the Half first interfered with has been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the said Company to shut up or to open the said other Halves of the said Turnpike Roads respectively; and that all such Measures of Precaution for the public Safety during the Progress of the Works of the said Railway, including the fencing of the said Works, and lighting and watching the same by Night, shall be adopted by and at the Expence of the said Company, as shall from Time to Time be required in Writing by the said Surveyor General for the Time being; and that the said Roads shall be restored in the same Line as the present Roads, with no Deviation therefrom; and that the said Roads over the said Bridges and the Footpaths and paved Channels thereof respectively, shall be formed of such Materials, and of such Quantity and Quality of each Material, and in such Manner, in all respects, as shall be directed or required in Writing by the said general Surveyor for the Time being.

Only Half the Road to be interfered with at once.

LXVI. And be it enacted, That it shall not be lawful for the said Company to commence any Work or Works in any way connected with the crossing of any of the said Turnpike Roads North of the *Thames*, until Fourteen Days after the said Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the

General Surveyor of Metropolis Roads may require temporary Roads to be substituted.

[Local.]

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general

general Surveyor for the Time being of the said Commissioners, and shall have explained in Writing to such general Surveyor in what Way it is proposed to carry on such Work or Works, and how far the carrying on of the same will interfere with the Safety and Convenience of the Passengers on the said Roads; and if the said general Surveyor shall thereupon require a sufficient Road to be made by the said Company instead of the Road interfered with, that then the said Company shall make and substitute such sufficient Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, or after Notice to maintain, such substituted Road, as is and are provided by the Railways Clauses Consolidation Act, 1845, with respect to substituted Roads and the Failure to make the same.

Works connected with such crossing to be completed within Four Months from the Commencement.

LXVII. And be it enacted, That the said Company shall finish and complete to the Satisfaction of the said general Surveyor for the Time being each of the said Bridges, Parapet Walls, Return Walls, and all other Works, Matters, and Things herein-before mentioned and required to be made or done by the said Company, within Six Months from the Day on which the Turnpike Road over or under which each such Bridge is to be carried shall be first interfered with, or the Use of the same Road by the Public in any way interrupted than heretofore, or such other Time as the said Commissioners may agree upon.

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

LXVIII. 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 or over the said Turnpike Roads, or any of them, in any other Manner than is herein-before mentioned or provided for, 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 or in the said recited Acts required to be done by them, as shall be by the said Agreement expressly dispensed with by the said Commissioners.

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

LXIX. Provided always, and be it enacted, That the said Bridges, Parapet and Return Walls, and all other Works connected with the crossing of the said Metropolis Turnpike Roads, and also all Repairs and Renewals of the said Bridges, Walls, and Works respectively which shall hereafter be made by the said Company shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the said general Surveyor for the Time being; and that the Plans and Designs for the said Bridges and the Works connected therewith (which 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 such as shall be approved of by the said general Surveyor for the Time being; and in case, in the Construction of the said Bridges and Works, or any of them, the said Company shall do or cause any Injury or Damage to the said Turnpike Roads or

any of them, or any Part thereof, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said general Surveyor for the Time being, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company any Alteration of the said Metropolis Roads, or any of them, or of the Drains and Sewers under the same, shall, in the Judgment of the said general Surveyor for the Time being, 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 paid on Demand by the said Company, or, in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners for the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing in this Clause shall extend to the ornamental Works of the Railway in and through the *Camden* Estate which may have been required by any other Parties than the said Commissioners of the Metropolis Turnpike Roads.

LXX. Provided also, and be it enacted, That if and so often as the said Company shall fail to repair and keep in good and complete Repair, to the Satisfaction of the said general Surveyor for the Time being, the said Bridges, Walls, substituted Roads, and other Works connected with crossing the said Turnpike Roads or any of them, and if after Notice thereof given to the said Company by or on behalf of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames* the said Company shall not for the Space of Three Days commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Commissioners shall be paid on Demand by the said Company, or on failure of Payment for Twenty-one Days after such Demand the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

If the Company fail to keep Works in repair the Metropolis Roads Commissioners may repair the same after Three Days Notice.

LXXI. And be it enacted, That in case the said Company of Proprietors shall, in forming the said Railway or the Approaches thereto, or any other Works herein authorized to be performed, cut through, disturb, alter, or divert any public Sewers, Drains, or Watercourses under the Jurisdiction of the Commissioners of Sewers of the *Holborn* and *Finsbury* Divisions in the County of *Middlesex*, or under the Jurisdiction of the Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katherine's* and *Blackwall Marsh*) in the said County of *Middlesex*, the Company shall, previously to cutting through, disturbing, altering, or diverting any such Sewers, Drains, or Watercourses, at their own Costs and Charges, construct and build such new Sewers, Culverts, Drains, or other Works as may be necessary for the Conveyance of the Waters accustomed to flow and pass through such Lands and Property, subject to the Regulations and Directions

Holborn and Finsbury and Tower Hamlets Commissioners of Sewers.

Directions of the said Commissioners ; and all new Sewers, Culverts, and Drains shall, when built and constructed by the said Company, be subject to the Management and Control of the said Commissioners of Sewers, in like Manner as the Sewers, Drains, or Watercourses so to be cut through, altered, or diverted had theretofore been subject : Provided always, that when in altering or diverting any of the said Sewers under the Jurisdiction aforesaid any Culvert or Culverts, or other Device, shall become necessary for the Passage of Water under the Railway, the Company shall from Time to Time and at all Times hereafter perform the said Work, or pay to the said Commissioners of Sewers the reasonable Charges and Expences of repairing and keeping in repair all and every such Culverts so made for the Purposes aforesaid.

Powers of the Commissioners of Sewers for Holborn and Finsbury and Tower Hamlets not to be prejudiced.

LXXII. Provided always, and be it 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, or vested in the Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katherine's* and *Blackwall Marsh*) in the said County of *Middlesex*, 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.

For Protection of the Commissioners of Sewers for Poplar Marsh.

LXXIII. And be it enacted by the Authority aforesaid, That in case it shall be necessary for the Purposes of this Act that any Sewers or Drains within the Jurisdiction of Her Majesty's Justices and Commissioners of Sewers for *Poplar* otherwise *Stebonheath Marsh* in the County of *Middlesex*, should be filled up or stopped up, or in anywise diverted or interfered with, that then and in such Case the said Company are hereby empowered, on Application to the said Commissioners of Sewers, on Petition or otherwise, and upon obtaining the Consent of such Commissioners of Sewers for *Poplar* otherwise *Stebonheath Marsh*, certified under the Hand of the Chairman or of the Clerk or Surveyor to the said Commissioners for the Time being, to cause such Sewers and Drains so to be filled up or stopped up, or diverted or interfered with as aforesaid, and as shall be certified by their Chairman, Clerk, or Surveyor as aforesaid : Provided always, that previously to the Time of filling up or stopping up, or diverting or interfering with, any such Sewer or Drain as aforesaid, the said Company shall cause to be made, erected, constructed, and built good, substantial, and sufficient Sewers, conformably to the Regulations of the said Commissioners, and under the Superintendence and Inspection of their Surveyor, with the necessary Junctions and Communications to connect such Sewers so to be made with the existing Sewers, and of such Dimensions, and in such Manner and Form, and in such Course and Situation, and of such Workmanship and Materials as the said Commissioners shall direct ; and that such Sewers, when so made and completed as aforesaid, shall be and remain under the Jurisdiction of the said Commissioners of Sewers for *Poplar* otherwise *Stebonheath Marsh*, to all Intents and Purposes whatsoever.

LXXIV. Provided

LXXIV. Provided always, and be it enacted and declared, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, abridge, interfere with, or affect or take away any Rights, Powers, Jurisdiction, or Authority vested in the Commissioners of Sewers for *Poplar* otherwise *Stebonheath Marsh* in the County of *Middlesex*, but that all the Rights, Power, Jurisdiction, and Authority vested in them shall be as good, valid, and effectual as if this Act had never been made, any thing in this Act to the contrary thereof in anywise notwithstanding.

Saving the Rights, &c. of Commissioners of Sewers for *Poplar Marsh*.

LXXV. And whereas in the Plans and Books of Reference so deposited as aforesaid with the Clerk of the Peace for the County of *Middlesex* certain Property of the Company of Proprietors of the *Regent's Canal*, forming Part of the *Regent's Canal*, and the Works connected therewith, are described and scheduled as being within the Limits of the Deviation intended to be authorized by this Act, but it is not intended that any Part of the said Canal, or of the Works connected therewith, should be taken or used for the Purposes of the Railway; be it therefore enacted, That nothing in this Act or in the said recited Acts contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Regent's Canal*, or authorize or empower the said Company hereby incorporated to alter the Line or Level of the said Canal or of the Towing Path thereof, or of any of the Wharfs or Works connected therewith, or of any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert from the said Canal any of the Water therein, or to injure or alter the said Canal or any of the Wharfs or Works thereof, and that it shall not be lawful for the said Company hereby incorporated to take or use for the Purposes of the said Railway any Part of the said Canal, or of the Locks, Wharfs, Side Ponds, Lay-byes, Towing Paths, Bridges, Banks, Weirs, or other Works belonging to the Canal or any Part thereof, or any Land belonging to the said Company of Proprietors of the *Regent's Canal*.

Saving the Rights and protecting the Works of the *Regent's Canal Company*.

LXXVI. Provided always, and be it 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 any or either 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 Hands and Seals first had and obtained.

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

Directions
for building
the Bridge
over the
River Lea
Navigation.

LXXVII. And be it enacted, That in carrying the said Railway over the *Limehouse* Cut of 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 hereafter to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Iron Bridge over the said Navigation, with a clear Span between the Abutments thereof of not less than Seventy-eight Feet, being the present Width of Waterway and Towing Path on the Site where the said Bridge is intended to be erected, and that the Surface of the said Towing Path shall for ever hereafter be maintained at its present Height, subject nevertheless to such Alterations as the said Trustees, at any Meeting legally held according to the Provisions of the said Act 7 *George* the Third, Chapter 51, at any Time hereafter shall think it expedient to order to be made for the Benefit of the said Navigation, and which Bridge shall be of such Dimensions that no Part of the said Span shall be less than Eight Feet above the Surface of the present Towing Path, and shall be of such Width and Curve as shall leave a clear and uninterrupted Opening, measured in a direct Line, of not less than Seventy-eight Feet, and the Foundation Walls of the Abutments of the said Bridge shall be carried to such a Depth as shall allow for the future deepening of the *Limehouse* Cut 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 of the said Bridge shall be built and carried up to the Height of Eight Feet at least above the present Towing Path 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 Space of Seventy-eight Feet is to be cleared and left open for the Navigation and Towing Path; 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, beyond such temporary Impediments or Obstructions fairly arising out of a proper Execution of the Works: Provided always, if any Difference of Opinion shall arise between the Engineer of the Navigation and of the said Company as to the Bridge to be built as aforesaid, the same shall be referred to such Engineer as they shall mutually agree upon, but no such Difference shall be allowed to interfere with the Width or Height of the same.

LXXVIII. And be it 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 *Limehouse* Cut of the said River *Lea* Navigation for the Space of One hundred Yards on each Side of the said Bridge to be erected by the said Railway Company over the said Navigation; 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 Yards on each 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.

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

LXXIX. And be it enacted, That if in the course of the Execution of any of the Works by this Act authorized to be made or done, 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 hauling 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, to be computed from the Time at which Notice in Writing of such Impediment or Obstruction shall have been given to the Secretary of the said Railway Company, to the Extent of Seventy-two Hours during which 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 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's Clerk or Secretary for the Time being of the said Railway Company, the same may be summarily recovered before any Two of Her Majesty's Justices of the Peace for the County of *Middlesex*, on Complaint to them for that Purpose made, and which Complaint the said Justices are hereby authorized and required to hear and determine; and in default of Payment on Demand after Judgment made, the same, together with all the Costs attending such Proceedings, shall and may be levied by

If the River *Lea* Navigation is obstructed Company to pay the Damage.

Distress

Distress and Sale of the Goods and Chattels of the said Railway Company, by Warrant under the Hands and Seals of such Justices, and all such Sums and Forfeitures shall be paid to the said Trustees of the River *Lea* Navigation, to be applied by them towards the Repairs and Maintenance thereof; 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 summarily to recover the Amount of the Expences of and attending the same from the said Railway Company in the Manner herein-before mentioned: Provided always, that nothing herein contained shall extend to prevent the said Trustees for the 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, by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*; but in every Case where the Penalty or Penalties herein-before 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 deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Damages to be recovered by the said Trustees for the Time being; and in case the Amount of Damages to be 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 summary Proceedings 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.

Regulations to be made for the Use of the Depôt or Basin of the Company.

LXXX. And be it enacted, That the said Company shall be and they are hereby authorized to make Rules and Regulations to be observed by all Persons navigating or having the Charge of or being in Boats, Craft, Ships, and other Vessels entering any Depôt or Basin to be made by the said Company at the End of the Terminus in or near the said *West India* Docks, and to appoint an Officer or Officers to enforce the due Observance of the same; and also to fix Fines and Penalties to be paid by Persons offending against or not observing such Rules and Regulations as last aforesaid, such Fines and Penalties to be recovered in like Manner as Penalties are to be or may be enforced under the Companies Clauses Consolidation Act.

LXXXI. And

LXXXI. And be it enacted, That it shall be lawful for the said Company to ask for, demand, and receive reasonable Tolls for all Boats, Craft, Ships, and other Vessels resorting to the said Depôt or Basin, and also upon or for the Goods conveyed therein respectively, not exceeding those charged by the *East and West India Dock Company* in respect of Boats, Craft, Ships, and other Vessels or Goods resorting to the said Docks, or landed or shipped in the said Docks, and to detain such Boats, Craft, Ships, and other Vessels and Goods for One Week after such Tolls shall become due, and then, at the Convenience of the said Company, to sell the same respectively, and apply the Proceeds thereof respectively, first, in discharge of the Expences of such Sale, then in Payment of such Tolls, and the Residue, if any, to pay over to the Owners of such Boats, Craft, Ships, and other Vessels and Goods respectively, but the Owner thereof respectively shall be personally liable for any Deficiency that may arise in respect of the said Tolls and Expences after the Application of the Proceeds of every such Sale.

Company may demand Tolls for all Vessels resorting to the Depôt or Station.

LXXXII. And whereas certain Property belonging to *Charles Leach* and *William Sabine* in the Parish of *Saint John's Hackney* in the County of *Middlesex* is also within the Limits of Deviation defined on the Plans deposited, but it is not intended that any Portion of the said Property should be used for the Purposes of the said Railway; be it therefore enacted, That nothing in this Act or in the said recited Acts contained shall authorize or empower the said Company hereby incorporated to take or use for the Purposes of the said Railway the Property of the said *Charles Leach* and *William Sabine*

Company not to take any of the Property belonging to *Charles Leach* and *William Sabine*.

LXXXIII. Provided always, and be it enacted, That such Part and Parts of the Railway, and that all Bridges and Viaducts over or across such Turnpike or other Roads, Streets, Ways, Squares, Crescents, public Passages, or Places, and other Works, as is or are hereby authorized to be constructed, or which shall be constructed for the Purposes of the Undertaking in this Act mentioned, over, through, upon, along, or under any of the Turnpike or other Roads, Streets, Ways, Squares, Crescents, public Passages or Places within the Limits of an Act of Parliament passed in the Third Year of the Reign of King *George* the Fourth, intituled *An Act for watching, lighting, watering, cleansing, gravelling, and otherwise improving the Foot, Carriage, and other public Ways on certain Lands and Grounds in the Parish of Saint Pancras in the County of Middlesex, called Camden Town*, and also all Repairs and Improvements of such Railway and Works, shall be constructed, made, formed, and done in as ornamental a Manner as the Nature of the Works will reasonably admit, under the Superintendence and subject to the Approval from Time to Time of the Most Honourable the Marquis of *Camden*; and that all such Bridges and Viaducts, so far as the Railway shall be visible from such Streets or Thoroughfares, shall have Parapets of the Height of Eight Feet at the least; and that every such Bridge or Viaduct or Shop underneath the Railway and the Works appertaining thereto, shall be so constructed as not to offer any Projection into or Impediment or Obstruction in any of such Streets or

Construction of Bridges and Viaducts on Camden Estate to be first approved of by the Marquis of Camden or his Surveyor.

3 G. 4. c. 82.

Thoroughfares; and so that the inside Face of the Abutment Walls thereof shall be lineable with the front Wall of the Houses or Buildings on each Side of such Bridges or Viaducts respectively; and where Palisades shall be in front of the Houses on each Side of any such Bridge or Viaduct, shall place and maintain Palisades of the like Description under such Bridge or Viaduct, except before any Shop to be built under the said Arches; and that, previously to the constructing or beginning to construct any such Part or Parts of the said Railway and Works, Plans and Designs, Sections, and Specifications thereof, and of every such Part thereof, shall, at the Expence of the said Company, be submitted to the said Commissioners and the said Marquis of *Camden*, and the same shall be approved of by the said Marquis of *Camden*, and in the event of any Difference of Opinion the same shall be referred to the Decision of a Surveyor, to be agreed upon by the said Marquis of *Camden* and the said Company: Provided always, that as to such Bridges or Viaducts as shall be over Streets or Ways under the Control of the Metropolis Road Commissioners, they shall have the Control and Superintendence of the substantial Form and Structure of the same conformably with this Act, and the ornamental Parts thereof only shall be under the Superintendence and subject to the Approval of the said Marquis.

Footway and Carriageway not to be broken up or disturbed unless Notice in Writing shall have been first given.

LXXXIV. And be it enacted, That it shall not be lawful to or for the said Company, or any Person or Persons acting by or under their Authority, in any way to break up, take up, or disturb, or cause to be broken up, taken up, or disturbed, any Part of the Soil or Surface of any of the Turnpike or other Roads, Streets, Ways, Squares, Crescents, public Passages or Places aforesaid, until Notice in Writing of their Intention so to do, duly signed by the said Company, specifying fully and particularly and by Admeasurement the Spot or Spots intended to be broken up, taken up, or disturbed, shall have been given to the Surveyor for the Time being of the said Commissioners, or shall have been left for him at his Office for the Space of Three clear Days.

Penalty for breaking up Carriageway or Footway without Notice and without Consent.

LXXXV. And be it enacted, That when and so often as the said Company, or any Person or Persons acting by or under their Authority, shall break up, take up, or disturb, or cause to be broken up, taken up, or disturbed, any of the Soil or Surface of any of the said Turnpike or other Roads, Streets, Ways, Squares, Crescents, public Passages or Places, without such Notice having been given or left as aforesaid, and without the Consent of the Surveyor aforesaid, then and in every such Case the said Company shall forfeit and pay to the Commissioners as aforesaid the Sum of Forty Shillings for every Square Foot of Ground which shall be so broken up, taken up, or disturbed without such Notice or Consent as aforesaid.

Company to pay the Expence of relaying Footways and Carriage-ways taken up by them, &c.

LXXXVI. Provided always, and be it enacted, That when and so often as the said Company shall under the Powers herein contained break up, take up, or disturb, or cause to be broken up, taken up, or disturbed, any Part of the Soil or Surface of any Turnpike or other Roads, Streets, Ways, Squares, Crescents, public Passages or Places aforesaid, the same shall with all convenient Speed be relaid, made good,

good, reinstated, and repaired by such Person or Persons as the said Commissioners or their Surveyor shall appoint, and every Expence thereof or occasioned thereby shall be paid by the said Company to the said Commissioners; and it shall be lawful for the said Commissioners or their Surveyor, at all Times during the Construction or Repair of the said Railway and Works, or any Part or Parts thereof, over, through, upon, along, or under any of the said Turnpike and other Roads, Streets, Ways, Squares, Crescents, public Passages or Places within the Limits of the said Act of 3 *George* the Fourth, to cause any Part or Parts thereof to be inclosed, watched, and lighted as and when and in such Manner to them or him it may seem necessary or expedient for public Convenience or Safety so to do, and every Expence thereof or occasioned thereby shall be paid by the said Company to the said Commissioners.

LXXXVII. And whereas the said intended Railway, as delineated on the deposited Plans and Sections, will pass through the *Camden* Estate in *Camden Town* on a Viaduct, at an Elevation varying from Sixteen Feet to Twenty-three Feet in Height, and it is expedient that Provision should be made for rendering the same as little obnoxious as practicable to the Property and the Neighbourhood through which it may pass, and the Inhabitants thereof, and for preventing the public Thoroughfares from being obstructed or subjected to Nuisances, or the Passage along the same rendered dangerous or inconvenient, and also to secure the Owners and Occupiers of Property on the *Camden* Estate the Convenience of a Passenger Station; be it therefore enacted, That the Company shall and they are hereby required to close and for ever maintain and keep closed with Brick-work, to the Satisfaction of the said Marquis, his Heirs or Assigns, or his or their Surveyor for the Time being, each and all of the Arches of the said Viaduct, so far as the same shall extend through or be within the *Camden* Estate aforesaid, except such Arches as shall necessarily be kept open as public or private Thoroughfares.

Arches on the *Camden* Estate to be closed at each End.

LXXXVIII. And be it enacted, That the Company shall not, in making and constructing the said Railway, take down or remove any Dwelling Houses or other Buildings on the *Camden* Estate in *Camden Town* aforesaid, except such as shall be necessarily required to be taken down and removed for the Purpose of making and constructing such Railway and the Works appertaining thereto; and that the said Company, their Successors and Assigns, shall and they are hereby required from Time to Time, and all Times hereafter, to maintain as Dwellings, and in good habitable Repair and Condition, all and every the Messuages and Dwelling Houses within or upon the said *Camden* Estate which the Company may purchase or take under or pursuant to the Provisions of this Act, except such as shall necessarily be taken down or removed for the Purpose of making and constructing the Railway and Works appertaining thereto; and in case there shall be any Aperture or Space between the said Railway or Viaduct and any House or Building fronting any of the Streets within or upon the *Camden* Estate which shall not be pulled down, the Company shall and they are hereby required with all convenient Speed, either during the Construction of the Railway and Works, or on the Completion

Company not to pull down more Houses than necessary on the *Camden* Estate, and maintain the others as Dwellings.

Conditions
on which
Property to
be held.

pletion thereof, to build up such Aperture or Space, and afterwards maintain the same so and in such Manner as to render the same uniform in all respects with the House or other Building next adjoining thereto, or as nearly so as Circumstances will permit; and that all Messuages, Dwelling Houses, Buildings, Land, Hereditaments, and Premises within the *Camden* Estate which shall be purchased or taken by the Company, except such as shall be necessarily used and appropriated to or for the Purposes of the Railway or the Works appertaining thereto, shall at all Times be held and enjoyed by the Company, their Successors and Assigns, in the Manner and under and subject to the Terms and Conditions herein-after mentioned; that is to say, that the Company, their Successors and Assigns, shall and they are hereby required, from Time to Time and at all Times hereafter, to pay or allow a reasonable Share of the Costs of making, repairing, renewing, and cleansing as well all party and other Walls, party Gutters, common Sewers and Drains belonging or which shall at any Time belong to the said Hereditaments and Premises, as also all Drains and common or public Sewers in the Parish of *Saint Pancras* into or through which any Water or Soil from the same Premises shall run or pass; and also contribute, bear, and pay a rateable Proportion with the Inhabitants or Owners of other Houses on the *Camden* Estate of the Costs, Charges, and Expences of paving, watching, lighting, and cleansing the several Houses and the Streets made or to be made and formed therewith; and that the Company, their Successors or Assigns, shall not at any Time alter the Plan or Elevation of the said Property, except so far as may be necessary for the Construction of the Railway and the Works appertaining thereto, or erect or build, or permit or suffer to be erected or built, on the Ground which shall be taken by them, or any Part thereof, any Erection whatsoever, other than the Railway, and the Viaducts, Bridges, Offices, and other Works appertaining thereto, and other than those now standing and being thereon, and the proper Out-offices thereto, unless with the express Consent in Writing of the Most Noble the Marquess of *Camden*, his Heirs or Assigns, first had and obtained under his or their Hand or Hands, but shall lay out and use the Remainder of the said Ground, not so occupied as aforesaid, as and for Yards and Gardens only to the said Houses; and also that the Company, their Successors or Assigns, shall not at any Time carry on, or permit or suffer to be carried on, upon the said Hereditaments and Premises, or any Part thereof, the Trade or Business of a Butcher, Slaughterman, Tallowchandler, Melter of Tallow, Soap-maker, Soap-boiler, Tobacco Pipe Maker or Burner, Goldbeater, Smith, Blacksmith, Farrier, Brazier, Coppersmith, Pewterer, Tinplate Worker, Dyer, Scourer, Tripe-boiler, Tripe-seller, Fellmonger, Currier, Leather-dresser, Beater of Flax, Chemist, Baker, Sugar-baker, Distiller, Common Brewer, Vintner, Victualler, Tavern Keeper, Coffee-house Keeper, Alehouse Keeper, or any noisome or offensive Art, Trade, or Business whatsoever, nor use or suffer the same Premises to be used as or for a Laystall, or for making or burning of Bricks, Tiles, or Lime, or for the Sale of any Beer or Spirits therein or thereupon, without such Licence and Consent in Writing as aforesaid first had and obtained, nor do or suffer to be done any Act, Matter, or Thing upon the said Hereditaments and Premises,

Premises, or any Part thereof, except to construct and maintain and use the said Railway and Works, which shall or may or grow to the Annoyance or Damage of the Owners or Inhabitants of other Houses, Buildings, Lands, Hereditaments, or Premises within or upon the *Camden* Estate aforesaid; and in case any Erections or Buildings (except the Railway and Works appertaining thereto) which now are or hereafter shall be erected or built on the said Land and Hereditaments or any Part thereof, shall be destroyed or damaged by Fire, the Company, their Successors and Assigns, shall and they are hereby required forthwith to rebuild, or, as the Case may require, reinstate the same in their former Condition: Provided always, that the said Company hereby incorporated shall not be at liberty to hold or retain any Portion of the Lands, Tenements, and Hereditaments in this Clause mentioned or referred to otherwise or for a longer Period than as they would have been entitled to do under the "Lands Clauses Consolidation Acts."

LXXXIX. And be it enacted, That so soon as the said Railway and Works by this Act authorized to be constructed, or any Part thereof, shall have been constructed and brought into use, the said Company shall in respect of every Part of so much of the same as shall lie or be situate within the Limits of the said Act passed in the Third Year of the Reign of King *George* the Fourth, be subject in all respects, and for and to all Intents and Purposes, to all and every such and the same Charges, Rates, and Assessments as are by the said last-mentioned Act imposed upon all and every Person and Persons who shall inhabit, hold, use, occupy, possess, and enjoy any Building in any of the Roads, Streets, Squares, Crescents, Half Circles, Half Squares, and other public Passages and Places within the Limits of the said Act; and for the Purpose of ascertaining the Value of such Part and Parts of the said Railway and Works as shall be or be situate within the Limits of the said Act, the same shall be computed at Six *per Cent.* upon the Cost of the Outlay upon such Railway and Works, such Cost and Outlay to be established by the said Company; and in case of any Difference of Opinion between the said Company and the said Commissioners, the same shall from Time to Time, whenever Need may require, be finally and conclusively ascertained by the Certificate of Two indifferent Persons, one to be chosen and appointed by the said Commissioners and the other by the said Company, or, in case of their Disagreement, by the Certificate of an Umpire to be nominated by the said Two Persons before they enter upon such Inquiry as to or respecting the yearly Value of such Part and Parts of the said Railway and Works; and for the Purpose of properly pursuing such Inquiry, the said Two Persons or their Umpire shall, if they shall think it necessary, have produced to them at all seasonable Times, before the giving of their or his Certificate, such of the Books and Papers as relate to such Construction of the said Company, and shall be empowered to examine before them any Officer or Servant of the said Company.

The Railway passing over, under, or across the District called *Camden* Town to be assessed by the Commissioners.

XC. And be it enacted, That from and after the passing of this Act, until the Railway and Works to be constructed within the Limits of the said Act of the Third *George* the Fourth shall be completed,

Company to pay Rates for Houses, &c. destroyed by

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the Railway,
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Railway be
completed.

as often as any Rate or Assessment shall be made by virtue of the Provisions of the said last-mentioned Act, the said Company shall in respect of the said Railway and Works be included or mentioned in every such Rate or Assessment at the Amount at which the Grounds, Gardens, Houses, Shops, Warehouses, Coach-houses, Stables, Cellars, Vaults, Bridges, Workshops, Manufactories, Wharfs, Landing-places, Tenements, and Hereditaments to be taken or destroyed for the Purposes of the said Railway shall be now assessed; and as soon as any such Rate or Assessment shall have been made the said Company shall pay to the said Commissioners such Sum of Money as shall be equal to the Rate upon such Assessment to be raised and levied by any such Rate or Assessment, and every such Sum of Money so to be paid to the said Commissioners shall be by them applied in like Manner and to the like Purposes as the Rates and Assessments by the same Act authorized to be raised are by that Act authorized to be applied.

Company to
pay the Com-
missioners of
Camden
Town the
Sum of 100*l.*,
and the Rail-
way passing
under, over,
or across the
Camden
Terrace
Garden to be
assessed by
the Commis-
sioners.

XCI. And whereas in and by the said Act of the Third Year of the Reign of King *George* the Fourth the Commissioners for putting the said Act into execution, or any Seven or more of them, are under and by virtue of the Provisions of the said Act authorized and empowered, once or oftener in every Year if they shall judge necessary, to make, levy, and assess One or more Rate or Rates, Assessment or Assessments, for the Purpose of supporting and maintaining the Areas or Grounds of certain Squares and Crescents, or Half Circles or Half Squares, within the Limits of the said Act, and keeping the same in repair, on the Houses and Buildings called respectively *Camden Terrace* and *Camden Terrace West*, which are opposite to, fronting, and encompassing the said Square or Squares, Crescent or Crescents, Half Circles or Half Squares, at and for such Time and Times and in such Sum or Sums of Money as the said Commissioners shall think proper and direct, so that the same do not exceed in any One Year the Sum of Eight-pence in the Pound; be it therefore enacted, That the said Company shall and they are hereby required, within Six Months after the passing of this Act, to pay unto the Commissioners for the Time being for putting the said Act into execution the Sum of One hundred Pounds; and that for all and every the Purposes of the said last-mentioned Rates and Assessments, so much of the said Railway and Works as shall be constructed upon, over, or across the said Squares, Crescents, Half Circles, or Half Squares within the Limits of the said Act, or any or either of them, shall be deemed and taken to be opposite to and fronting and encompassing the said Squares, Crescents, Half Circles, and Half Squares respectively; and the whole of the Ground and Area of the said Squares, Crescents, Half Circles, and Half Squares shall, notwithstanding the Construction of the said Railway and Works over, across, or near to any of the said Squares, Crescents, Half Circles, and Half Squares, or any other Matter or Thing, continue vested in the said Commissioners, to the same Extent as the same was immediately before the passing of this Act, and to be used and enjoyed by the Persons entitled to use and enjoy the same, except as to so much thereof as shall be covered by the Piers of the Archway or Viaduct to be made there.

XCII. And

XCII. And be it enacted, That the Company shall and they are hereby required, before the opening of the Railway through *Camden Town* aforesaid, or any Part thereof, to erect and for ever afterwards maintain and keep open a Passenger Station or Stopping-place for the Convenience of the Public on the Easterly Side of and to the Front of the *Camden Road* on the Line of the said Railway, and shall and they are hereby required at such Station or Stopping-place to erect and provide such Station House, Booking Offices, Waiting Rooms, and other Conveniences, and provide such Clerks, Porters, and Station Attendants as shall be suitable for the proper Accommodation of the Public, and shall make and maintain all necessary and convenient Approaches to such Station; and that such Station House, Booking Offices, Waiting Rooms, and Conveniences, (except such as shall be found to be necessary to be made on the Northerly Side of the Railway,) and all Approaches thereto and to the said Station, shall be on the Easterly Side of and fronting the *Camden Road* aforesaid, and on the Westerly Side of and adjoining the said Railway and Railway Viaduct, or as near thereto as Circumstances will permit; and also shall and they are hereby required at all Times from and after the opening of the said Railway to cause One at least out of every Two successive Trains of Carriages (except Express and Special Trains) which shall pass over or along any Part of the said Railway within *Camden Town* aforesaid, to stop at the said Station or Stopping-place for the Purpose of taking up and setting down Passengers; and that in case the Company, or any of their Officers, Servants, or Agents, shall fail, neglect, or refuse to cause each and every such Passenger Train of Carriages (except as aforesaid) to stop at such Station or Stopping-place for the Purposes aforesaid, the Company shall from Time to Time forfeit and pay for each and every such Failure, Neglect, or Default, a Penalty or Sum not exceeding Ten Pounds nor less than Five Pounds, such Penalty or Sum to be from Time to Time recovered and recoverable from the Company, their Successors and Assigns, in a summary Way, in such Manner and Form as Penalties are by the Railways Clauses Consolidation Act, 1845, authorized and directed to be recovered; and that such Penalties or Sums shall be paid to or received by the Commissioners for the Time being for paving and lighting *Camden Town*, to be by them from Time to Time applied in aid of and for the Purposes to which the Paving and Lighting Rate is applicable.

A Passenger Station to be erected in *Camden Road*.

XCIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament*; and for other Purposes in relation to Railways; be it enacted, That nothing in this Act contained shall be held to exempt the said Railway or the said

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

Company

Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company as far as the same shall be applicable thereto.

Railway to
be subject to
Provisions of
any future
general Act.

XCIV. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Saving the
Rights of the
Crown.

XCV. Provided always, and be it declared and enacted, That nothing in this Act contained shall extend or be construed to extend to alienate, defeat, lessen, prejudice, or derogate from any Estate, Right, Title, Interest, Franchise, Prerogative, or Authority of or appertaining to the Queen's most Excellent Majesty, Her Heirs or Successors, in right of Her Crown or otherwise.

Public Act.

XCVI. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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