



ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. ciii.

An Act for making a Railway to form a Communication between *London* and *Cambridge*, with a view to its being extended hereafter to the Northern and Eastern Counties of *England*.
[4th July 1836.]

WHEREAS the making of a Railway from *London* to *Cambridge*, with a view to its being extended hereafter to the Northern and Eastern Counties of *England*, would be of great public Advantage, not only by opening a more convenient, cheap, and expeditious Communication between the Metropolis and the several Districts, Towns, and Places upon and adjoining to the said proposed Line of Railway, but also as facilitating such Communication with all the Northern and Eastern Districts of the Kingdom: And whereas the several Persons herein-after named are willing, at their own Costs and Charges, to carry into execution the said Undertaking, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *John Bagshaw, Rees Goring Thomas, William Rhodes, John Masterman junior, Robert William Kennard, John Masterman, William Peters, Walter Keton Kelly, Robert Mushat, John Kennard, James Tillier Blunt, Thomas Graham,*
[Local.] 43 T James

Proprietors
incorporated.

James Marshall, George Granville Grenfell, James Johnston, John Thompson, George Goldsmid, Thompson Allsop, Richard Tillier Blunt, Pascoe St. Ledger Grenfell, John Marshall, Francis Kemble, Roger Kynaston junior, Richard Dixon, Steven Nicholson Barber, William Rhodes, William Routh, Robert Murray, William Crawshay, Robert Moser, John Rennie Mauderson, Louis Michael Simon, Henry Templar, James Walkinshaw, Edward Oswen, John Gunston, William Edward Ferrier, John Russel, George Napier, John Pemberton Heywood, John Charles Tuffnell, Henry Harris, John Williams, John Robert Thomson, Thomas Hovell, Vice Admiral Sir Edward Codrington, William Scott, William Vizard junior, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they hereby are united into a Company for making and maintaining the said Railway and other Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be one Body Corporate by the Name and Style of "The Northern and Eastern Railway Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands to them, and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and shall have and exercise all other Powers and Authorities herein-after given.

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as One Matter, several Persons as well as One Person, and Females as well as Males; and where the Word "Lands" shall be used the same shall be understood to include Tenements and Hereditaments; and where the Word "Corporation" shall be used the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Railway" is used the same shall be understood to mean and include the Railway and also the Branch or Branches from the same herein authorized to be made; and where the Word "Company" is used the same shall be understood to mean the said Northern and Eastern Railway Company, unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 1,200,000*l.*

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of One million two hundred thousand Pounds, the whole to be divided into Twelve thousand Shares of One hundred Pounds each; and such Twelve thousand Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished

distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so raising the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and shall receive, at such Time or Times as shall in manner herein-after provided be directed or appointed, in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company as and when the same shall be divided by the Authority of this Act.

to be divided into Shares of 100l. each.

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

Application of Money to be raised.

V. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of One million two hundred thousand Pounds, and the Sum of Nine hundred and sixty thousand Pounds and upwards, or more than Four Parts in Five thereof, have been already subscribed for by several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One million two hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

The whole of the Expence to be subscribed for before the Work is commenced.

VI. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the respective Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge*, that the whole of the said Sum of One million two hundred thousand Pounds hath been subscribed as aforesaid (and which Certificate such Justice is hereby authorized and required to grant on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company, and due Proof of the Execution thereof), shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million two hundred thousand Pounds has been subscribed.

Certificate under the Hand of a Justice of the Peace deemed Proof that the whole Money has been subscribed.

VII. And

Company
empowered
to make
the Railway.

VII. And be it further enacted, That it shall be lawful for the Company and they are hereby empowered to make and maintain a Railway, with all proper Works and Conveniences connected therewith, in the Line or Course and upon, across, under, or over the Lands situate in the several Parishes or Townships, Hamlets or Places after mentioned; delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Middlesex, Hertford, Essex, and Cambridge*; that is to say, to commence with a Depôt and Approaches to the same in a Piece or Pieces of Ground Part of Three Closes now or formerly called *Prebend Close and Crabtree Close or Crabtree Field and Conduit Field*, now forming One Close, and belonging to *Samuel Pullen*, and in the Occupation of *James Rhodes*, bounded on the North-west Side by the old Bridle Road or Way called *Frog Lane*, in the Parish of *Saint Mary Islington*, and numbered Nineteen on the Maps or Plans so deposited with the said Clerks of the Peace aforesaid, and on the South Side thereof by the Regent's Canal, situated in the Parish of *Saint Mary Islington* in the County of *Middlesex*, and to proceed from thence, and to pass from, in, through, or into the several Parishes, Towns, Townships, Hamlets, or Places of *Saint Luke Old Street, Saint Mary Islington, Saint John Hackney, Kingsland, Dalston, Clapton, Stoke Newington, Tottenham, Edmonton, Ponder's End, and Enfield*, or some of them; in the County of *Middlesex*; *Waltham Cross, Cheshunt, Wormley, Broxbourn, Hoddesdon, Stantead Abbots, Sawbridgeworth, Spelbrook, Thorley, Hockerill, and Bishop Stortford*, or some of them, in the County of *Hertford*; *Walthamstow, Roydon, Great Parndon, Little Parndon, Netteswell, Latton, Harlow, Shearing, Little Hallingbury, Great Hallingbury, Birchanger, Stanstead Mount Fitchett, Elsenham, Great Henham, Little Henham, Ugley, Widdington, Quendon, Newport, Wendon, Littlebury, Little Chesterford, and Great Chesterford*, or some of them, in the County of *Essex*; *Ickleton, Hinxton, Duxford, Whittlesford, Pampisford, Sawston, Stapleford, Great Shelford, Little Shelford, and Trumpington*, or some of them; in the County of *Cambridge*; and to terminate with a Depôt on the South Side of the River *Cam* near a certain Farm House called *Eddleston Farm*, in the said Parish of *Trumpington*, and to communicate with the Town of *Cambridge* by a Branch Road to join the *London and Cambridge Turnpike Road*, at or near *Leys and Core Common* in the Parish of *Little Saint Mary, Cambridge*, in the County of *Cambridge*: Provided always, that nothing in this Act contained shall enable the said Company in making the said Railway and Depôt to extend the said Railway or to make the said Depôt over or across the Regent's Canal in the Parish of *Saint Mary Islington* to the South Side thereof; or to make the Railway and Depôt or any Part thereof upon or across or to the North-west Side of the said Bridle Road or Way called *Frog Lane*, and numbered Nineteen on the Plans so deposited with the said Clerks of the Peace aforesaid.

Plans and
Books of
Reference to
remain in

VIII. And whereas Maps or Plans describing the Line of the said Railway, and the Lands upon or through which the said Railway and the Works connected therewith are intended to be carried or made,

made, together with Books of Reference thereto, containing Lists of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Middlesex, Hertford, Essex, and Cambridge*; be it therefore enacted, That the said Maps or Plans and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan or Book of Reference so inspected or referred to may be, for every Inspection, the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

IX. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course and upon or through the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act, or in the Schedule hereto, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace for the County in which the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under their Hands that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, as the Case may require.

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

X. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than Ten Yards in Towns and Villages, nor to a greater Distance than One hundred Yards in other Places, from the Line so delineated upon the said Plans.

Limiting Deviations from Plan.

XI. Provided always, and be it further enacted, That nothing in this Act contained shall empower the said Company to deviate from the Line laid down in the Map or Plan deposited with the Clerk of the Peace for the County of *Essex* so as to enable the said Company to enter into either of the Closes numbered in the said Map or Plan, in the Parish of *Newport*, 49, 56, 83, 84, and 85, so as to extend more than Twenty Yards to the Eastward of the Centre of the Line as the same is delineated in the said Map or Plan.

Company restricted to a particular Deviation in Newport.

[Local.]

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XII. Pro-

Company to
make a
Bridge and
Waggon
Road at
Thorley
Lane End.

XII. Provided always, and be it further enacted, That the said Company shall, at their Expence, make and for ever after maintain a Bridge across the said Railway to be used as a Waggon Road, and shall and will form and complete a Waggon Road from the Bridge across the Railway into the Turnpike Road opposite to *Thorley Lane End* in the Parish of *Thorley* in the County of *Hertford*.

No Station,
&c. to be
erected on
the Property
of *George
Frere, Esq.*

XIII. Provided always, and be it further enacted, That no Wharfs, Yards, Stations, Loading and Unloading Places, or Buildings shall at any Time or Times hereafter be made or erected by the said Company on any Part of the Estate of *George Frere Esquire*, and that in the Construction and Maintenance of the said Railway across the said Estate the said Company shall do as little Damage as possible.

Company to
maintain and
plant Slopes
on the Estate
of *George
Frere, Esq.*

XIV. And be it further enacted, That the said Company shall, at their own Expence, make and maintain Banks or Slopes on both Sides of the said Railway along the whole Line thereof in the Estate of the said *George Frere*, which Banks or Slopes shall be at least Four Feet in Depth; and shall, at their Expence, plant such of the said Banks or Slopes as shall be made in the Paddock adjoining the Mansion House called *Trwyford House*, and during the Term of Seven Years keep the same planted with Evergreens and ornamental Shrubs, and maintain the said Banks and Slopes in an ornamental State; and also shall, at their own Expence, make and for ever hereafter maintain good and sufficient Post and Rail Fences, as well at the Top as at the Bottom of all the said Banks and Slopes along the whole Line of the said Railway, through the Estate of the said *George Frere*; but the said Company shall not acquire any Estate or Property in the said Banks or Slopes or the Site thereof, but only a Right by themselves and their Workmen to enter on the same for the Purposes of maintaining the said Fences, and repairing their said Fences, Road, and Slopes, where requisite so to do, and also to cut and trim the Shrubs and Trees on the said Slopes so as not to overhang or injure the said Railway, in the event of the said *George Frere* neglecting to do the same after Notice in Writing given to him for that Purpose.

Railway to
be continued
through
Clapton Hill
by means of
a Tunnel.

XV. And be it further enacted, That the said intended Railway shall be carried on and continued through *Clapton Hill* in the Parish of *Saint John* at *Hackney* in the County of *Middlesex*, from the Close or Parcel of Land belonging to *Hugh Parnell Esquire*, marked 228, in the Parish aforesaid, on the Plan deposited with the Clerk of the Peace for the said County of *Middlesex*, to the Close or Parcel of Land belonging to *Samuel Tyssen Esquire*, situate on the North Side of the Road leading from *Clapton* to *High Bridge* called *Spring Lane*, and marked 260, in the said Parish, on the same Plan, by means of a Tunnel to be constructed, under the Houses, Buildings, Lands, Roads, Streets, and Lanes on *Clapton Hill* aforesaid, in the Line and Direction delineated and shewn on the said Plan deposited with the Clerk of the Peace for the said County of *Middlesex*, or as near thereto as practicable; and it shall not be lawful for the said Company, their Servants, Agents, or Workmen, in the
Excavation

Excavation of the said Tunnel, to use any Gunpowder for the Purpose of blasting or to blast any of the Rock or Stratum of Earth there found; and in case any Agent or Servant or Workmen of the said Company, or any other Person or Persons, shall use any Gunpowder for the Purpose of blasting or shall blast any of the Rock or Stratum of Earth found in forming or excavating the said Tunnel, such Agent, Servant, or Workmen, or Person or Persons aforesaid, shall forfeit and pay for each such Offence a Sum not exceeding Five Pounds, to be recovered in like Manner as any other Penalty under this Act may be recovered.

XVI. And be it further enacted, That in case it shall be deemed requisite, for any Reason, in the Course of the working and Excavation of the said Tunnel, to make any Deviation from the Line of the same as delineated and shewn in the said Plan, such Deviation shall only be made with the Consent of the Surveyor of Highways for the Time being of the said Parish of *Saint John at Hackney*, to be signified in Writing under his Hand.

As to Deviation of Line of Tunnel.

XVII. And be it further enacted, That no Eyes, Shafts, or Openings shall be made, sunk, formed, or constructed from or into the said Tunnel for the Purpose of excavating and working the same, or of affording Light or Air to the said Tunnel, or for any other Purpose, without the Consent in Writing of the Person or Persons in Possession of the Land, Ground, or Premises in which such Eyes, Shafts, or Openings shall be formed or constructed, except upon a Piece of Ground on the East Side of the Road leading from *Clapton* to *Stamford Hill*, now in the Occupation of *Henry Sandford*, and numbered 246, in the said Parish of *Saint John at Hackney*, on the aforesaid Plan.

No Openings into Tunnel to be made without the Consent of the Person in whose Land they shall be formed.

XVIII. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time and at all Times hereafter, to keep, or cause the said Tunnel, and the internal and external Walls of any Eyes, Shafts, or Openings which may be made from or into the same as aforesaid, and all the Works appertaining to the said Tunnel to be kept, in good and substantial Repair.

Tunnel to be kept in good Repair.

XIX. And be it further enacted, That before the said Company, or any Person or Persons employed by them or acting under their Authority, shall bore or undermine any Houses, Gardens, Buildings, or Pleasure Grounds on *Clapton Hill* aforesaid, for the Purpose of working, excavating, or making the said Tunnel, or enter into any such Houses, Buildings, Gardens, or Pleasure Grounds for the Purpose of making or constructing the said Eyes, Shafts, or Openings from or into the same, they shall, if required by the Owners or Occupiers thereof respectively, purchase by Agreement, or by Assessment of a Jury, as directed by this Act, the said Houses, Gardens, Buildings, and Pleasure Grounds, or any Interest therein, and shall pay or tender the Purchase or Consideration Money for the same or for such Interest therein in manner herein-after mentioned.

Company to purchase Houses, &c. that may be undermined, if required.

XX. And

Not to take Land Westward of Craven's Walk at Stamford Hill in the County of Middlesex.

XX. And be it further enacted, That nothing herein contained shall extend to authorize the said Company to take or use, by going under or over a certain public Footway called *Craven's Walk*, situate at *Stamford Hill* in the County of *Middlesex*, and running from South to North through the Estate of *John Craven* Esquire, situate at *Stamford Hill* aforesaid, or compel the Sale of any Part of any Land belonging to the said *John Craven* at *Stamford Hill* Westward of the said public Footway called *Craven's Walk*, without the Consent in Writing of the said *John Craven*, his Heirs, Executors, Administrators, or Assigns.

No Steam Engine, &c. to be erected on Mr. Craven's Estate, nor adjacent to the Railway between Spring Lane and Tottenham Hall.

XXI. And be it further enacted, That no Steam Engine (locomotive Engines excepted), or Foundry, Forge, or Manufactory, nor any Building or Erection of any Kind or Description whatsoever (except for temporary Purposes during the Formation of the Railway), shall hereafter be erected or used, or be continued or suffered to be in, on, under, or over any Part of the Estate of *John Craven* Esquire at *Stamford Hill* in the County of *Middlesex*, or such Part thereof as may be taken and purchased for the Purposes of the Railway, or in, on, under, or over any Land, Ground, or Building belonging or which shall belong to or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, and which shall be adjacent to the Railway between *Spring Lane* and *Tottenham Hale*.

Company to make Communications on each Side of Embankment with Lands severed,

XXII. And be it further enacted, That for the Purpose of leaving proper Facility of Communication between the Parts of the said Estate of the said *John Craven* lying on the different Sides of the said Railway, or of the Embankment on which it shall pass through the said Estate, the said Company shall, as soon as conveniently may be, in the Course of making the said Embankment upon the said Estate, make and execute through the said Embankment, at their own Expence, and in a good and workmanlike Manner, at such Parts of the said Embankment upon the said Estate as shall be selected for that Purpose by the said *John Craven*, his Heirs or Assigns, or the Committee of his Estate for the Time being, an ornamental Archway fit and convenient for the Passage of Carriages, Waggon, Carts, Cattle, and Foot Passengers, and of sufficient Height and Breadth, and shall at all Times hereafter, at their own Expence, keep the said Archway in good and substantial Repair, and that, save for the Purpose of making such Repairs, the said Company, shall not, nor shall any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, at any Time hereafter pass through or enter into the said Archway for any Purpose or on any Pretence whatsoever.

and to plant Slopes of the Embankments.

XXIII. And be it further enacted, That the said Company shall, at their own Expence, and within Two Years after the Completion of the said Embankment, cause to be planted the Slopes of the said Embankment with such Forest Trees, and with such ordinary *English* Shrubs,

Shrubs, and in such Manner as shall be directed by the said *John Craven*, his Heirs or Assigns, or the Committee of his Estate for the Time being, and that the said *John Craven*, his Heirs and Assigns, shall at all Times hereafter be considered as Lessees of the said Slopes for the Term of One thousand Years from the passing of this Act, at a Peppercorn Rent, with unlimited Power to the said *John Craven*, his Heirs and Assigns, of cutting down the Trees and Shrubs for the Time being growing on the said Slopes, and of planting others thereupon, and that, save for the Purpose of making necessary Repairs in or upon the said Embankment, the said Company shall not, nor shall any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, enter upon the said Slopes or into the said Plantations for any Purpose or on any Pretext whatsoever.

XXIV. Provided always, and be it enacted, That notwithstanding any thing herein-before contained it shall not be lawful for the said Company to take for the Purposes of this Act any Part of a certain Coal Wharf and Land adjoining in the Occupation of *Arthur Craven* Esquire, and immediately contiguous to the Estate of *John Craven* Esquire, at *Stamford Hill* in the County of *Middlesex*, which shall be distant more than Fifty Yards from the Parliamentary Line of the said Railway on either Side of the said Line, and that on neither Side shall the said Railway deviate more than Fifty Yards from the said Line without the previous Consent in Writing of the said *Arthur Craven*, his Executors, Administrators, or Assigns, for that Purpose first had and obtained.

Not to deviate more than Fifty Yards from the Parliamentary Line as to the Wharf and Land in the Occupation of *Arthur Craven*, Esq.

XXV. And be it further enacted, That it shall not be lawful for the said Company at any Time hereafter, except during the making the said Embankment, to place, erect, or build, or cause or permit to be placed, erected, or built, or cause or suffer that there shall be any Steam Engine (except locomotive Engines), nor any Foundry, Forge, Building, Shed, or Erection of any Sort or Description whatsoever, nor burn, or cause or suffer to be burnt, any Bricks, Tiles, or Lime, or upon or under the said Embankment to be made upon the said Coal Wharf and Land in the Occupation of the said *Arthur Craven*, so long as the said *Arthur Craven* shall continue Lessee or Owner thereof, or upon any Part thereof, or upon any Spot adjacent to the said Embankment between *Spring Lane* and *Tottenham Hale*, without the Consent in Writing of the said *Arthur Craven*, his Executors, Administrators, or Assigns, for that Purpose first had and obtained.

Not to erect Engines, &c.

XXVI. And whereas the principal Officers of His Majesty's Ordinance are possessed of certain Freehold Land situate and being in the Parish of *Cheshunt* in the County of *Herts*, and containing about Four Acres and Two Rods, including the Stream and Millhead of the former *Cheshunt* Mill running through the same, and the said Lands being wanted for the said Railway, the said principal Officers have consented to give up the same to the said Company in exchange for a Piece of Freehold Land of equal Admeasurement, and situate within the same Parish, which is proposed to be purchased and inclosed and fenced against the Marsh Common Cattle, by and at

Company to divert Mill Stream at *Cheshunt*, and to preserve existing Roads or make others in stead.

[Local.]

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the Expence of the said Company for that Purpose under the Powers of this Act, subject nevertheless to the Terms and Conditions herein-after expressed; be it therefore enacted, That the said Company shall, at their own Expence, divert the Course of the said Mill Stream by Channels, whose Dimensions shall be equal to those of the said Stream, into a Line running along and to form the Western Boundary of the said Freehold Land, to be given by them to the said principal Officers in exchange as aforesaid; and the said Company shall also at the Expence preserve the Roads or Bridges of Communication which are now existing from *Cheshunt* aforesaid over the Channels to be made to the Meads lying to the Eastward of the said last-mentioned Freehold Land, as the same Roads or Bridges are at present enjoyed by the Inhabitants of *Cheshunt*, or shall in lieu of any such now existing Roads or Bridges, and at the like Expence, form and construct other equally suitable and convenient Roads or Bridges of Communication over the intended new Line of Stream.

New Line of Stream to be of a sufficient Depth and Width to admit free Passage of Gunpowder Boats.

XXVII. And be it further enacted, That the said new Line of Stream shall be of sufficient Depth and Width, and that the Bridges to be constructed and built over the same (if any) shall be of sufficient Height and Dimensions, to admit of a free Flow of Water in the said Stream, and the free Passage of Gunpowder Boats thereon, and that the said Company shall, at their own Expence, inclose the said Piece of Land to be purchased by them for the Ordnance Department as aforesaid, with a good and sufficient Fence to preserve the same from Trespass or Intrusion by the Marsh Common Cattle or otherwise.

Vesting the Property in the several Parties after the Exchange.

XXVIII. And be it further enacted, That from and immediately after the said Company shall have diverted the said Stream and constructed the said Roads of Communication and Bridges, and inclosed the said last-mentioned Piece of Land with a Fence as aforesaid, under the Superintendence and to the Satisfaction of the commanding Royal Engineer at *Waltham Abbey* for the Time being, if any such shall be required to be constructed under the Provisions herein-before contained, the said Four Acres and Two Roods of Freehold Land at *Cheshunt* belonging to the said principal Officers, and wanted for the said Railway as aforesaid, and the Fee Simple and Inheritance thereof shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and that the said other Four Acres and Two Roods of Freehold Land to be purchased by the said Company, and to be bounded on the West Side of the said intended new Line of Stream as aforesaid, and the Fee Simple and Inheritance thereof, shall be vested in and become the Property of the principal Officers of His Majesty's Ordnance, and their Successors in Office, in Trust for His Majesty, His Heirs and Successors for ever, in the same Manner as the Estates and Property held and used for the Service of the Ordnance Department are now vested in Fee Simple in the said principal Officers by any Act or Acts of Parliament or otherwise howsoever.

Power to apportion

XXIX. Whereas by certain Articles of Agreement bearing Date the Nineteenth Day of *March* One thousand eight hundred and twenty-seven,

seven, and made between *Samuel Pullin* Esq. of the one Part, and *James Rhodes* of *Islington*, Esq. of the other Part; and by certain other Articles of Agreement bearing Date the Twenty-third Day of *April* One thousand eight hundred and twenty-seven, endorsed upon the before-mentioned Articles of Agreement, and made between the said *Samuel Pullin* of the one Part, and the said *James Rhodes* of the other Part; and by virtue of an Act of Parliament made and passed in the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for confirming certain Articles of Agreement between Samuel Pullin Esquire and James Rhodes Esquire, and for authorizing the granting of Building Leases of Freehold and Copyhold Ground in the Parish of St. Mary Islington, pursuant to the said Articles, and for other Purposes*, several Closes or Parcels of Land in the said Parish of *St. Mary Islington* in the County of *Middlesex* were agreed to be demised unto the said *James Rhodes*, his Executors, Administrators, and Assigns, in Parcels, for the Term of Ninety-nine Years, for the Purpose of building, with the Liberty of making Bricks, at the several Rents of Eight hundred and fifty Pounds and Three hundred and fifty Pounds, making together the annual Rent of One thousand two hundred Pounds, commencing from the Twenty-fourth of *June* One thousand eight hundred and thirty-three, and the Parcel for which the said Rent of Eight hundred and fifty Pounds is payable included a Piece or Pieces of Ground heretofore forming a Part or Parts of the said Closes now or formerly called *Conduit Field, Prebend Close, and Crabtree Close or Crabtree Field*: And whereas the said Piece or Pieces of Ground is or are required for the Purpose of forming a Depôt and Approaches to the said Railway as aforesaid; be it therefore enacted, That in case the said Company and the said *Samuel Pullin*, or the Trustees or Trustee for the Time being under the Will of *Samuel Pullin*, his late Father, deceased, or any Person or Persons for the Time being entitled under or through the same Will to the said Piece or Pieces of Ground, shall, under the general Powers of this Act, or under any other Powers enabling them respectively in that Behalf, or in respect of their Interests, contract for the Purchase and Sale of the said last-mentioned Piece or Pieces of Ground, subject to the Tenancy thereof by the said *James Rhodes*, then and in such Case any Rent which shall be agreed upon between them, with the Consent of the said *James Rhodes*, his Executors, Administrators, or Assigns, provided the same does not exceed Three Pounds Ten Shillings for every One hundred Pounds of the Purchase Money, shall, from and after the Completion of such Purchase, be deemed the Rent which was payable for the Piece or Pieces of Ground so purchased, and shall thenceforth be paid for the same to the Purchasers; but the said *James Rhodes*, his Executors, Administrators, and Assigns, shall be discharged in respect of the same Piece or Pieces of Ground from the Observance and Performance of his Covenants and Agreements contained in the said Articles of Agreement respectively, except the Covenant or Agreement for Payment of Rent, and shall also be discharged, in respect of the remaining Lands comprised in the said Articles of Agreement respectively, from the Observance and Performance of his Covenants and Agreements therein contained, as fully and effectually and in such

the Rent payable under certain Articles of Agreement between *Samuel Pullin*, Esq., and *James Rhodes*, Esq., and to release the Ground comprised in such Articles to be taken by the Company from the Covenants therein contained.

such and the same Manner, to all Intents and Purposes, as he would have been in case Buildings had been erected upon the said Piece or Pieces of Ground to be sold to the said Company, and the same had, under the Powers of the said recited Act, been actually demised to some Person or Persons other than the said *James Rhodes*, at yearly Rents amounting together to the said apportioned Rent; but the Covenants or Conditions contained in the said Articles of Agreement respectively, so far as the same relate to such of the Lands comprised therein as shall not be so sold to the said Company as aforesaid, shall continue in full Force and Operation, so that the same shall be holden by the said *James Rhodes*, his Executors, Administrators, and Assigns, at or under such Rents and upon such Terms and Conditions as the same would have been holden if no other Land had been comprised in such Articles of Agreement respectively, and such Rent only had been reserved in respect of the same as would be equal to the Difference between the said total Rent of One thousand two hundred Pounds and the said Rent to be agreed upon and deemed payable for the said Piece or Pieces of Ground to be sold to the said Company: Provided always, that nothing herein contained shall prejudice or affect any Claim of the said *James Rhodes* for Compensation from the said Company for the Value of his Interest in or in respect of the said Piece or Pieces of Ground over and above the said Rent to be deemed the Rent which was payable for the same.

Company to make proper Communications between the Coal Wharf and Lands in the Occupation of A. Craven Esq. and plant Slopes, &c.

XXX. And be it enacted, That for the Purpose of affording proper Facility of Communication between the Parts of the said Coal Wharf and Land adjoining in the Occupation of the said *Arthur Craven*, lying on the different Sides of the said Embankment, the said Company shall, with the Consent of the Owner of the said Land, cause to be made or built, at their own Expence, and in a good and workman-like Manner, at such Part of the said Embankment on the said Land so to be taken and purchased as aforesaid as shall be selected for that Purpose by the said *Arthur Craven*, his Executors, Administrators, and Assigns, and, in case he or they shall require the same, an ornamental Archway, fit and convenient for the Passage of Carriages, Waggon, Carts, Cattle, and Foot Passengers, and of a proper Height and Breadth, and shall at all Times hereafter, at their own Expence, keep the same Archway in good and substantial Repair, and that, save for the Purpose of making such Repairs, the said Company shall not, nor shall any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, acquire by the Powers of this Act a Right to pass through or enter into the said Archway for any Purpose or on any Pretence whatsoever; and that the said Company shall, at their own Expence, and within Two Years after the Completion of the said Embankment, cause to be planted with proper *English* Forest Trees and Shrubs the Slopes of the said Embankment upon the said Land so to be taken and purchased as aforesaid: Provided however, that such Trees or Shrubs shall in no respect interfere with or injure the said Railway, and that the Owner or Owners for the Time being of the said Coal Wharf and Land adjoining shall be considered as Lessees of the said Slopes for the

Term

Term of One thousand Years from the passing of this Act, at a Peppercorn Rent, with unlimited Power of cutting down from Time to Time the Trees and Shrubs for the Time being growing on the said Slopes, and of planting others thereupon, so that the said Owner or Owners for the Time being of the said Coal Wharf and Land adjoining may have the absolute and sole Control over the said Plantations; and that, save for the Purpose of making necessary Repairs in or upon the said Embankment, it shall not be lawful for the said Company at any Time hereafter, nor for any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, to enter upon the said Slopes or into the said Plantations for any Purpose or on any Pretence whatsoever.

XXXI. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands or any Lands adjoining thereto to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also to make or construct, upon, across, under, or over the said Railway or other Works, or any Lands, Streets, Hills, Vallies, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses during such Time as may be necessary for constructing Tunnels, Bridges, or Passages over or under the same; and also to divert or alter the Course of any Roads or Ways, or to raise or sink any Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway; and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway, for the Purpose of conveying Water from or to the said Railway; and also, in or upon the said Railway or any Lands adjoining or near thereto, to erect and make such Toll and other Houses, Warehouses, Yards, Stations, Engines, and other Works and Conveniences connected with the said Railway as the said Company shall think proper; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things necessary or convenient

Power to
take Lands,
&c.

[Local.]

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

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

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

Power to treat for the Purchase of Lands.

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

Persons under legal Disability empowered to sell and convey Lands.

XXXIV. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbards, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and

and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

‘ I of in consider- Form of
 ‘ ation of the Sum of to me [or, as the Case Conveyance
 ‘ may be, into the Bank of *England*, in the Name and with the to the Com-
 ‘ Privity of the Accountant General of the Court of Exchequer, pany.
 ‘ *ex parte* The Northern and Eastern Railway Company, or to A. B.
 ‘ of and C. D. of Two Trustees
 ‘ appointed to receive the same], pursuant to the Act after mentioned,
 ‘ paid by the Northern and Eastern Railway [or the said] Company,
 ‘ established and incorporated by an Act of Parliament passed in the
 ‘ Year of the Reign of King *William* the Fourth [here set
 ‘ forth the Title of this Act], do hereby convey [or, in Cases of Copy-
 ‘ hold or Customary Lands requiring Surrender, do hereby agree to
 ‘ surrender] to the said Company, their Successors and Assigns, all
 ‘ [describing the Premises to be conveyed], together with all Ways,
 ‘ Rights, and Appurtenances thereunto belonging, and all such
 ‘ Estate, Right, Title, and Interest in and to the same and every
 ‘ Part thereof as I am or shall become seised or possessed of, or am
 ‘ by the said Act capacitated or empowered to convey, to hold the
 ‘ said Premises to the said Company, their Successors and Assigns
 ‘ for ever, according to the true Intent and Meaning of the said
 ‘ Act. In witness whereof I have hereunto set my Hand and Seal
 ‘ the Day of in the Year of our
 ‘ Lord

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

XXXV. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or Parcel according to the Custom of such Manor, which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of other Lands, and shall have like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyance as aforesaid made by the same Corporation or Person would have had over the Lands comprised

prized in such Surrender in case the same had been of Freehold Tenure in the same Corporation or Person, and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of Right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent the Lord of such Manor from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Company shall pay a reasonable Recompence and Satisfaction for the Loss which may arise to such Lord in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreements all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and in consequence shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall be so sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Lords of
Manors
under Dis-
ability em-
powered to
enfranchise.

XXXVI. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or Parcel, and whether a natural Person or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee to contract for, and the several Corporations and Persons aforesaid are hereby empowered to contract for the Enfranchisement of and to enfranchise such Copyhold
or

or Customary Lands, by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lord or other Corporation or Person hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

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

Regulation
for Appoint-
ment of
Rents of
Copyholds.

XXXVIII. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste shall be situate (or if the same shall not be the Waste of any Manor then having such Estate or Interest in the Soil of the said Lands) as the Corporation and Persons who are by this Act enabled to sell other Lands have in such Lands (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguish-

Waste Lands
to be con-
veyed by the
Lords of
Manors.

[Local.]

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ment

If no Meeting take place, Compensation to be settled by a Jury. Directing how Notice of such Jury shall be served.

on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid, unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as hereby is authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

Declaring what shall be deemed Common or Waste Land.

XL. And be it further enacted, That no Land shall be deemed or taken to be Common or Waste Land within the Meaning of the Provisions herein contained, so as to entitle the Churchwardens of the Parish for the Time being to receive and agree respecting the Amount or Apportionment of any such Compensation Money as before mentioned, except the same shall be the Waste of some Manor, and liable to the Exercise of Rights of Common during the whole of the Year without Interruption.

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

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

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

XLII. And be it further enacted, That in all Cases in which a Part, Rents of only of any Lands comprised in any Lease or Agreement for Lease Leases to be for a Term of Years unexpired shall be required for the Purposes of apportioned. this Act the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands, and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lessor from whom such Lands are holden, or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in

[Local.]

respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionments shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Where a Part of any Lands to be purchased is subject to a Rent, the Remainder, if Rent be not apportioned, to remain subject thereto.

XLIII. And whereas the said Company may purchase Lands, Tenements, or Hereditaments holden together with other Lands, Tenements, or Hereditaments not purchased by the said Company by Lease or Leases for a Life or Lives, or for a Term or Terms of Years absolute, or determinable on some Event or Events, all which Hereditaments may be subject to One entire Rent or several entire Rents, and to One Set of Covenants and Agreements relating to the whole of the Premises so demised, and to One or more Proviso or Provisoes, Condition or Conditions, for Re-entry on Nonpayment of Rent, or Breach or Nonperformance of all or any of such Covenants or Agreements, and on such Purchase or Purchases the entire Rent or Rents may have been or may hereafter be apportioned, and Part of such Rent or Rents may have been or may hereafter be extinguished, and the Term or other Estate and Interest of the Lessee or Lessees may have been or may be hereafter merged and extinguished, and, under the Authority of this Act, such Proportion of the Rent or Rents payable for or in respect of the Leasehold Premises comprised in any One Lease as may not be intended to be extinguished, and the Remedies for the same are preserved, but it is deemed advisable that the Provisions herein contained should be extended for the Benefit of Lessors in any such Leases, and their Representatives, and of all other Persons entitled or to become entitled to such Rents, and the Benefit of such Covenants, Provisoes, and Agreements; be it therefore enacted, That in all Cases where any Lands, Tenements, or Hereditaments shall be purchased by the said Company which shall be holden together with such other Lands, Tenements, or Hereditaments not purchased by the said Company under one or the same Lease, such last-mentioned Lands, Tenements, or Hereditaments shall (in case there shall be no Apportionment of Rent) be and remain subject to the whole of the Rent or Rents reserved by the Lease under which the same shall be holden, together with the Lands, Tenements, or Hereditaments purchased by the said Company, and that the Remedies for the Recovery of such entire Rent or Rents shall be and at all Times remain as effectual as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally charged with the whole of such Rent or Rents; and that in all Cases where any such Lands, Tenements, or Hereditaments so holden by Lease as aforesaid (together with other Lands, Tenements, or Hereditaments) shall be purchased by the said Company, all the Covenants, Provisoes, Conditions, and Agreements contained in any such Lease or Leases as aforesaid shall be and remain as effectual with respect to the Lands, Tenements,

ments, or Hereditaments comprised in such Lease or Leases, and not purchased by the said Company, as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally comprised in such Lease or Leases, save and except that where any Rent or Rents shall or may be apportioned under the Authority of this Act such Covenants, Provisoos, and Agreements, so far as the same relate to the Payment or Nonpayment of Rent, shall extend only to such Proportion of Rent as shall not have been merged or extinguished.

XLIV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands which shall be required to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person or Corporation, and whether in Possession of such Lands by virtue of such Mortgage or not), and which, whether such Mortgage shall affect such Land solely or jointly with any other Lands which shall not be so required, shall, on Tender of the Principal Money and Interest due on such Mortgage, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money by the said Company, immediately convey, assign, and transfer the respective Interests of such Mortgagees in the Lands which shall be so required to the said Company, or to such Person as they shall appoint, and which Conveyance, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on such Mortgage at the End of Six Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall convey, assign, and transfer their respective Interests in the Lands which shall be so required for the Purposes of this Act to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to convey, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to convey, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest and the Costs (if any) due on any such Mortgage as aforesaid into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments, into the said Bank; and thereupon, or upon such Conveyance, Assignment, or Transfer by any such Mortgagee as aforesaid, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or for whom he shall be Trustee, shall vest in

Mortgagees
to convey to
Company.

in the said Company, and the said Company shall be deemed to be in the actual Possession of the Premises and Estates comprised in such Mortgage, or so much thereof as shall be required for the Purposes of this Act, to all Intents and Purposes whatsoever.

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

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

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

XLVI. And be it further enacted, That in all Cases where any Lands purchased or intended to be purchased by the said Company are or shall be subject jointly with other Lands not intended to be purchased to or with any Rent, Payment, Mortgage, or Incumbrance, and the Party entitled to such Rent, Payment, Mortgage, or Incumbrance, or by this Act capacitated to sell, release, or apportion the same, or to release the Lands so purchased therefrom, shall consider the remaining Part of the Lands so jointly subject a sufficient Security for such Rent, Payment, Mortgage, or Incumbrance, and shall therefore be willing to release the Lands so purchased by the said Company therefrom, then and in any such Case it shall be lawful for the Party entitled to or by this Act capacitated to sell, release, or apportion such Rent, Payment, Mortgage, or Incumbrance, or to release the Lands so purchased or intended to be purchased therefrom, with the Consent of the Owner of the Land so purchased or intended to be purchased, and also of the Owner of the remaining Lands so jointly subject as aforesaid (and which Owner is hereby declared to include and extend to all Corporations and other Persons by this Act authorized and empowered to sell and convey Lands), to release the Lands so purchased or intended to be purchased as aforesaid from the Rent, Payment, Mortgage, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and when any Lands purchased by the said Company shall be so released as last aforesaid the remaining or other Lands not intended to be purchased, and being so jointly subject as aforesaid, shall thenceforth be and remain wholly and exclusively charged with and subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and all Remedies for the Recovery thereof against such remaining or other Lands, and the Owners and Occupiers thereof respectively, shall not be prejudiced by reason of such Release as aforesaid, but shall at all Times thereafter remain as effectual as if such remaining or other Lands had been originally exclusively charged with the full Amount of such Rent, Payment, Mortgage, or Incumbrance: Provided always, that when any Land so purchased as aforesaid shall be released as aforesaid it shall be lawful for the said Company on Tender for that Purpose of any

Lands subject to Incumbrances may be released on certain Conditions.

Deed or Instrument creating or transferring such Rent, Payment, Mortgage, or Incumbrance, to affix their Common Seal to a Memorandum endorsed on such Deed or Instrument declaring what Part of the Lands originally subject to such Rent, Payment, Mortgage, or Incumbrance shall have been purchased and released as aforesaid by virtue of this Act, and also declaring that the remaining or other Lands so before jointly subject as aforesaid are thenceforth to remain and be wholly and exclusively charged with and subject to the full Amount of the said Rent, Payment, Mortgage, or Incumbrance; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts: Provided also, that the several other Powers and Provisions herein-before contained touching the Release of the Lands required for the Purposes hereof from any Rent, Payment, Incumbrance, or Mortgage charged thereon, affecting the same, either solely, or jointly with any other Lands, shall not be prejudiced, altered, or affected by the said Powers and Provisions last herein-before contained, but it shall be lawful for all Parties interested to act under the Powers and Provisions last herein-before contained, or the other Powers and Provisions aforesaid, in relation to any such Rent, Payment, Mortgage, or Incumbrance as aforesaid, as they may respectively deem it expedient.

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

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

Plan to be delivered with Notice.

XLVIII. Provided always, and be it enacted, That together with such Notice as aforesaid shall be delivered a Plan to a Scale of not less than Four Chains to an Inch, whereon shall be properly delineated the whole Space required by the said Company for the Purposes of the said Railway, its Slopes and Fences, together with a Section of the Lands, and a Statement of the Quantity of Land in each Parcel of the Lands through which it is intended that the said Railway shall pass.

Satisfaction to be made

XLIX. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, or to enfranchise

enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, or to sell and convey any other Rights and Interests in Lands, and the respective Owners and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as are in this Act contained as to the Payment thereof, accept and receive Satisfaction for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for any Damage occasioned to such Lands by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Compensation, or Satisfaction, the same respectively or any of them concerning which they do not so agree shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

for Lands
taken for
Railway.

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

Power to
purchase
Lands on
Chief Rents.

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

Form of
Conveyance.

whereof

' whereof I have hereunto set my Hand and Seal the Day
' of in the Year of our Lord '

And all such Conveyances as aforesaid shall be valid and effectual to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned as herein-before mentioned.

Yearly Rents
charged on
the Rates.

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

Power to
rate Build-
ings taken
down in the
Parish of
Hackney.

4 G. 3. c. 43.

50 G. 3. c. 190.

30 G. 3. c. 71.

LII. And whereas by reason of taking down Houses and Buildings, and of executing this Act, there will be Deficiencies in the Produce of the Rates authorized to be made or assessed under or by virtue of a certain Act of Parliament made and passed in the Fourth Year of the Reign of His late Majesty King George the Third, intituled *An Act for maintaining, regulating, and employing the Poor within the Parish of Saint John at Hackney in the County of Middlesex, and for lighting the said Parish, and establishing a regular Nightly Watch therein*; and also under and by virtue of a certain other Act of Parliament made and passed in the Fiftieth Year of the Reign of His said late Majesty, intituled *An Act to alter, amend, and enlarge the Powers of so much of an Act passed in the Fourth Year of His present Majesty as relates to the maintaining, regulating, and employing the Poor within the Parish of Saint John at Hackney in the County of Middlesex*; and also in the Rates made and assessed under and by virtue of a certain other Act of Parliament made and passed in the Thirtieth Year of the Reign of His said late Majesty, intituled *An Act for taking down the Church and Tower belonging to the Parish of Saint John at Hackney in the County of Middlesex, and for building another Church and Tower for the Use of the said Parish, and for making an additional Cemetery or Churchyard, and of Two several Acts of Parliament for amending, alter-*
ing,

ing, and enlarging the Powers of the said last-mentioned Act; and also in the Rates made and assessed under and by virtue of a certain other Act of Parliament made and passed in the Tenth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for improving the Police in and near the Metropolis*; be it therefore enacted, That from and after the passing of this Act, and until the Works hereby authorized to be made and done shall be completed and assessed as herein-after mentioned to the said several Rates, the said Company shall be subjected and liable to be rated and assessed to the several and respective Rates and Assessments aforesaid, for or in respect of all and every Land, House, Shop, Warehouse, or other Building, Tenement, or Hereditament which the said Company shall for the Purposes of this Act pull down or demolish, or which shall become unoccupied by reason of any Notice or other Proceedings given or taken to or by the said Company, according to the Amount or Produce of such several Rates and Assessments respectively as the same are or shall be respectively rated or assessed in and by the said several Rates and Assessments from the Time at which the Company shall take Possession of the said Premises respectively, and the said Company shall pay the same from Time to Time accordingly to the several Collectors of the said Rates and Assessments. 10 G.4. c.44.

LIII. And be it further enacted, That when and so soon as the Works hereby authorized to be made and done shall be completed the said Company shall be subject and liable to be rated and assessed, and shall be rated and assessed, to the respective Rates and Assessments made or to be made under or by virtue of the said recited Acts of the Fourth and Fiftieth Years of the Reign of His late Majesty King George the Third, and of the Thirtieth Year of the Reign of His said late Majesty, and the several Acts for amending the same, and also of the Tenth Year of the Reign of His late Majesty King George the Fourth, to such an Amount at least as all and every the Land, House, Shop, Warehouse, or other Building, Tenement, or Hereditament, which the said Company shall for the Purposes of this Act pull down or demolish are or shall be rated or assessed at in and by the several Rates and Assessments made or to be made by virtue of the said recited Acts, from the Time at which the said Railway shall so far be made or completed as aforesaid, and the said Company respectively shall pay the same from Time to Time accordingly to the respective Collectors of the said Rates or Assessments. Company to be assessed to the Rates when the Works are completed.

LIV. And be it further enacted, That all and every the Parliamentary, Parochial, and District Rates herein-before mentioned, and the several Sum and Sums of Money which shall or may become payable on account thereof under or by virtue of this Act, or otherwise, shall be paid and payable by the Company, and in case of Default of such Payments for the Space of Twenty Days by the said Company next after Demand in Writing given by the said Collector or Collectors of the same Rate the Collector or Collectors of the said Rate are hereby empowered to levy the same by Distress and Sale of the Goods and Chattels of the said Company. For Recovery of Rates.

LV. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons [Local.] 44 C In case the Parties re-

fuse or are
incapable to
treat the
Value of
Land and of
Damages to
be settled by
a Jury.

sons or Corporations interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled and capacitated to sell, agree, or convey as aforesaid shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money or Satisfaction or other Compensation as aforesaid shall refuse to accept such Purchase Money or Satisfaction or other Compensation aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat, or shall not agree with the said Company for the Sale and Conveyance of their respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Company to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Five at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be One of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matter in question, then to any of the Coroners of such Counties not interested as aforesaid, or if all the Coroners shall be so interested then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not interested as aforesaid, a Person having more recently served either Office being always preferred, commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return a Jury of at least Eighteen sufficient and indifferent Men qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at
Westminster;

Westminster; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, or Coroner, or other Person, or some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured, being so qualified as aforesaid, to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under-Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths, or being Quakers or Separatists upon their Affirmations, which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer, inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of Right purchased by the said Company from any other Person or Corporation, and also the Sum of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever: Provided always, that in such Inquiry the Person or Persons claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to

to the Party with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House of the Person, or of the Clerk or Agent or principal Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise.

Compensation Money to be apportioned.

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

Verdicts to be recorded.

LVII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County or Place in which the Matter of Dispute shall have arisen among the Records of the Quarter Sessions for such County or Place, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

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

LVIII. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker or Separatist to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Expences, or appearing shall refuse to be sworn, or, being a Quaker or Separatist, to make Affirmation, or to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person so presiding as aforesaid), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which said Penalties and Forfeitures shall and may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

LIX. And

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

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

LX. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury, and of the Inquisition or Judgment thereon, or in anywise attending or incident to the same, and of Witnesses, and also the Bond to be given by the Parties requiring such Jury to be summoned as herein-after mentioned, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, under a Warrant to be issued for the Purpose by any Justice of the Peace for the County, City, or Place wherein such Inquisition shall be held, not interested in the Matter in question; which Warrant such Justice is hereby authorized and required to issue, under his Hand and Seal, on Application to be made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for any less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money to be adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Tender or Payment in satisfaction of the whole Sum: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and

Expences of Jury how to be paid.

[Local.]

agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

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

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

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

LXII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Corporation or Person making such Complaint, stating the Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company, Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Tenants at Will or for Years to quit Lands after Notice.

LXIII. And be it further enacted, That all Tenants at Will, Lessees for a Year, Tenant from Year to Year, and other Persons in Possession of any Lands which shall be intended to be taken or used for the Purpose of this Act, and who shall have no greater Interest in the Premises than as Tenant at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver the Possession of such Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as in such Notice they shall be respectively required, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee, or Person so in Possession as aforesaid, shall refuse to deliver such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Five at least of the Directors of the said Company, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession

Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue from the issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

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

Interests of such Tenants may be settled by a Jury.

LXV. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Lease or Agreement for Lease or Grant thereof, the said Company are hereby authorized to require such Party to produce or shew the Lease or Agreement for Lease or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Agreement for Lease or Grant shall not be produced or shewn within Twenty-one Days after Demand made by the said Company, or any Person by them authorized, the Party claiming such Compensation or Satisfaction shall be considered as holding only from Year to Year.

Persons holding under Leases to produce the same.

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

Settling Disputes as to Damages to a small Amount.

LXVII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of any of the Powers of this

In case of not making out Titles,

this

&c. the Money to be paid into the Bank.

this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any other Right or Interest to, in, or affecting any such Lands, or otherwise for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or cannot conveniently be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to the Satisfaction of the said Company, for the Purposes of this Act; to the Lands, Right, or Interest for or in respect whereof such Money, Compensation, or Satisfaction shall be agreed or awarded to be paid, or if any Party entitled unto or to convey such Lands, Right, or Interest shall not be known, or cannot conveniently be found, or shall be absent from *England*, or shall refuse or neglect to convey the same, or shall not be shewn to the Satisfaction of the said Company to be such Party, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

LXVIII. Provided always, and be it further enacted, That where any Question shall arise, in reference to the Provisions aforesaid or otherwise, upon this Act, touching the Title of any Party to any Lands, or to any Interest in any Lands, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, according to such Possession until
the

the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

LXIX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation or Satisfaction under this Act which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert or other Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, or unborn, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Northern and Eastern Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the Lands in respect whereof such Money shall be paid, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting such Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three

Application
of Compens-
ation Money
amounting
to 200*l.*

1 G. 4. c. 35.

[*Local.*]

44 *E*

Pounds

Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being be entitled to the Rents and Profits of such Lands so to be purchased and settled.

Application of Compensation Money when less than 200*l.* and exceeding 20*l.*

LXX. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands in respect whereof such Money shall be awarded and agreed to be paid, and of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as last aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is last herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when not exceeding 20*l.*

LXXI. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof such Money, Compensation, or Satisfaction shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid for their Use to their respective Husbands, Guardians, Committees, or Trustees.

Providing for Expences of incapacitated Persons.

LXXII. And be it further enacted, That where by reason of the Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements, or Hereditaments to be taken under or by virtue of this Act, or from any other Cause whatsoever, the Purchase Money for such Lands, Tenements, or Hereditaments, or any Money to be paid

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

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

Expences of Title to be paid by the Company.

LXXIV. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the said Company shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

Expences of Title how to be ascertained.

Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court, to be taxed in the usual Manner, and such Order shall be served on the Party or Parties aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount at which the same shall be so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken, as herein-after mentioned, shall be paid to the Person or Persons aforesaid; and the said Money so deposited as aforesaid shall be applied, under the Direction of the said Court, towards the Payment thereof, so far as the same will extend: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* the Northern and Eastern Railway Company, pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expences shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Power to
enter Lands,
&c. on Pay-
ment or
Tender of
Purchase
Money.

LXXV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury or Justices, in manner aforesaid, for the Purchase of any Lands, or as a Satisfaction and Compensation for any Loss or Injury as aforesaid to the respective Proprietors of such Lands, or other Persons entitled according to the Provisions of this Act to receive such Money or Satisfaction or Compensation respectively, within Three Calendar Months next after the same shall have been so agreed on or awarded, or, whenever any of the respective Cases shall happen wherever such Money, Satisfaction, or Compensation as herein-before authorized is directed to be paid into the Bank of *England*, then upon Payment of the same into the Bank of *England* in manner in such Case authorized or directed it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the

Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act, and the said Company shall not be bound to see to the Application of any such Purchase Money, Compensation, or Satisfaction; and such Payment or Tender and such Conveyance as herein-before mentioned, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned as herein-before mentioned: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands, for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

LXXVI. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Part of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, and other Materials, or of manufacturing such Clay into Bricks, or of getting and procuring Earth and Materials from such adjoining Lands for forming Embankments, or for making Bricks, or for forming temporary Roads or Approaches to and from the said Works; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, shall be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Land or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Stone, Bricks, Slate, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, and also to make use of any existing Roads, and to dig, cut, take,

Compensation to be made for temporary Damage.

take, remove, and carry away, out of and from such adjoining Lands or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, without having previously made such Payment, Tender, or Investment as herein-before mentioned; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and the said Company making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners or Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that before entering upon any Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Securities, who shall enter into a Bond to such Owner or Occupier in a Penalty to the Amount of Fifty Pounds for every Acre of Land required for such temporary Purposes, and so in proportion for a greater or less Quantity, conditionally for the Payment of such Compensation, such Sureties to be approved of by Two Justices of the County or Place in which the same Lands shall be situated in case the Parties differ about the same: Provided further, that the said Company shall and they are hereby required, within Six Calendar Months after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway and Works the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intentions to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fences so much of such Lands as shall be required to be used as aforesaid from the other Lands adjoining thereto: Provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway: Provided also, that nothing herein contained empowering the said Company to enter upon Lands for the Purpose of making or manufacturing of Bricks, or for erecting any Steam Engine or Steam Engines thereon, shall extend, or be taken, deemed, or construed to extend to any Lands lying and being within the aforesaid Parish of *Saint John at Hackney* belonging to *William George Daniel Tyssen*.

Company
not to sell
Bricks or
Brick Earth
made or

LXXVII. Provided always, and be it further enacted, That the said Company shall not directly or indirectly sell to any Person or Persons whomsoever any Bricks made or manufactured from Earth dug in the said Parish of *Saint John at Hackney*, or any Brick Earth dug
in

in the said Parish of *Saint John at Hackney*; and that no Bricks shall be made from Earth dug in the said Parish out of Land which shall be purchased or taken under the Authority of this Act in this Parish, except such as shall be used in making the said Railway, or the Bridges, Arches, or other Works to be made by the said Company under the Authority of this Act; and that all Brick Earth dug in the said Parish out of such Land which shall not be made into Bricks shall be used in making Embankments for the Purposes of the said Railway, or otherwise shall be deposited on some other Part of the Land belonging to the Persons from whom such Land was purchased or taken, with the Consent and for the Benefit of such Person or Persons; and if the said Company shall sell or permit to be sold any Bricks made with Earth dug in the said Parish, or any Brick Earth dug in the said Parish under the Authority of this Act, they shall for every such Offence forfeit and pay to the Person or Persons from whom the Land out of which such Earth was dug Double the Amount of the Value of such Bricks or Brick Earth, as the Case may be, which shall and may be ascertained and recovered in like Manner as any Damages payable by the said Company are directed to be ascertained and recovered by this Act.

dug in
Hackney.

LXXVIII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or other Person acting under their Authority to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the previous Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and it shall be so certified in manner hereinbefore provided for in Cases of unintentional Errors in the said Book of Reference.

Houses and
Gardens not
to be taken
without Con-
sent unless
specified in
Schedule.

LXXIX. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places upon the Line of such Railway where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for Embankments for crossing Valleys or low Grounds, or for Cuttings through high Grounds, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouse, Wharf, or other Erection and Buildings; and not in any Place exceeding Two hundred Yards on each Side of the said Line of Railway, except at or near the Termination of the Line of such Railway within the Parishes of *Trumpington* in the County of *Cambridge* and *Saint Luke Old Street* and *Saint Mary Islington* in the County of *Middlesex* respectively, and except also on Commons, Downs, or Waste Lands, unless with the previous Consent in Writing of the Owners and Occupiers

Breadth of
Land to be
taken for
Railway.

cupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Where small
Parcels of
Land are in-
tersected
Company
compellable
to purchase
the whole.

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

Empowering
Company to
purchase
Fifty Acres
of Land for
the Purpose
of additional
Stations, &c.

LXXXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands not exceeding in the whole Fifty Statute Acres, in addition to the Lands herein-before authorized to be taken, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Corporations and Persons, including specially such Corporations and Persons as are herein-before capacitated to sell and convey other Lands for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned or any of them, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

Company
authorized
to sell Lands
not required
for addi-
tional Sta-
tions, &c.,
and after-

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

by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner hereinbefore mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes last hereinbefore mentioned shall not exceed at any One Time the Number of Acres for those Purposes expressly specified or allowed in this Act; and in the meantime and until the said Company shall think proper to make such Sale it shall be lawful for the said Company to let such Lands, or any Part thereof, to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

wards to purchase other Lands for the same Purposes.

LXXXIII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Fifty Statute Acres of Land, by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Corporations or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Corporations or Persons being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Fifty Statute Acres for the Purposes last aforesaid; and in case the said Company shall purchase such Fifty Statute Acres from any Corporations or other Persons under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Corporation or Person being under legal Disability or Incapacity, nor for the same nor for any other Corporation or Person being under legal Disability or Incapacity to sell to the said Company any other Land in lieu of such Fifty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

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

LXXXIV. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Lands purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, unless the

Company not to claim Mines, &c. under Land purchased.

[*Local.*]

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said

said Mines shall have been expressly purchased by and conveyed by the Owner or Owners thereof to the said Company; but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall, unless the contrary be expressed, be deemed to be excepted out of the Purchase of such Lands, and may, subject to the Restrictions herein-before contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals no Damage be wilfully done to the said Railway or Works, and the said Mines and Minerals be not worked in an improper Manner.

Owners of Mines to give Notice to the Company of their Intention to work them, and Company to have Liberty to purchase.

LXXXV. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, or cause the same to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase and to purchase any such Mines or any Part thereof the getting and working of which may appear likely to prejudice or damage the said Railway or other Works; and in case the said Company, and such Proprietor, Lessee, or Tenant, do not agree as to the Amount or Value of such Mines, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-before directed with respect to the Lands which may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days declare their Desire to purchase the said Mines, and treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Parts of the said Mines as lie under the said Railway and other Works or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done, or be caused by the working of the said Mines in an improper Manner.

If Company purchase Mines, Owners of Mines adjoining on each Side of the Railway may make Communications.

LXXXVI. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased, to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines or Strata so purchased by the said

said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines on each Side of the Mines so purchased as aforesaid, the requisite Number of such Airways, Headings, Gateways, or Water Levels, in case the Parties differ about the same, being settled and decided by Two competent Persons, one to be appointed by the said Proprietor, Lessee, or Tenant, and the other by the said Company; or if either such Proprietor, Lessee, or Tenant, or the said Company, shall for Seven Days after being required neglect or decline to appoint such competent Persons, or if such competent Persons, being appointed, shall for Fourteen Days after their Appointment fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the County, Liberty, or Place where such Mines shall be situated, such Justices not being interested in the Matters or Questions, and their Decision shall be binding; and such Justices are hereby authorized and empowered, at the Request of either Party, to take cognizance of all such References, and to act therein accordingly: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company, for Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines: Provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut as in any way to impede the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

LXXXVII. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass wherein any such Mines shall be found, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the
Directions

Method of
discovering
when Mines
are working
under the
Railway.

Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, then and in such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

No Shaft to
be sunk on
the Railway.

LXXXVIII. And be it further enacted, That from and after the passing of this Act no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the said Railway: Provided always, that it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connexion Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway; provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway, or interrupt in any Manner the free Passage upon or along the same.

Enabling the
Company
to sell Lands
not wanted.

LXXXIX. And whereas by means of Purchases which the said Company are empowered or required to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effectuating the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years after the passing of this Act, to sell, and by Deed under their Common Seal to convey to the Purchasers thereof, any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands, or any Part thereof, in such Manner as they shall deem most advantageous; and such Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company before they shall dispose of any such superfluous Lands shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately join the Lands so proposed to be sold, such Persons being in *England* and conveniently to be found, and at the Time when such Lands shall be sold capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their
Desire

Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease, and a Declaration pursuant to an Act passed in the Sixth Year of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits,'* and to make other Provisions for the Abolition of unnecessary Oaths, made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County or Place where such Lands may be situate, by some Person not interested in such Lands, stating that at the Time when such Lands shall have been sold the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof of the Fact or Facts therein stated; and in case any such Person as last aforesaid shall be desirous of purchasing any such Lands, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company, and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act.

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

XCI. Provided always, and be it further enacted, That the said Company shall not be at liberty to take, for the Purposes of building Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, or other Buildings for the Purposes of this Act, any

[Local.]

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c. 62.

Company upon Payment of Money to give Receipts.

Restrictions as to the Lands of F. C. James Pemberton

in Trumpington
aforesaid.

more of the Lands of *Francis Charles James Pemberton* Esquire, in the Parish of *Trumpington* in the said County of *Cambridge*, (in addition to the Land required for the Line of the said Railway,) than Ten Statute Acres, without the Consent in Writing of the said *Francis Charles James Pemberton*, his Heirs or Assigns, first had and obtained, and that the Land so to be taken shall, as near as Circumstances will permit, be in a rectangular Form as near as may be, unless the Shape thereof shall be altered with the Consent of the said *Francis Charles James Pemberton*, his Heirs or Assigns, the Side of which Square shall be bounded by the River *Cam* at the Point of Junction of the said Railway with the said River as laid down in the said Map or Plan deposited with the Clerk of the Peace for the said County of *Cambridge*: Provided that such Depôt shall not extend nearer to the said Farmhouse and Homestall in the Occupation of the said *Lilly Edleston* than Two hundred Yards; and that the said Company shall not at any Time or Times after the passing of this Act, without such Consent as aforesaid, erect or permit to be erected on the Land so to be taken as aforesaid any Houses or other Buildings or Erections than such as shall strictly be required for the Use of the said Railway and Depôt and other the Purposes of the said Company; and that the said Company shall not, at any Time or Times after the passing of this Act, without such Consent as aforesaid, form or maintain any Depôt or Station for any of the Purposes of the said Company in the said Parish of *Trumpington* in the said County of *Cambridge*, or on the South or East Sides of the said River *Cam*, other than and except upon the Land so to be taken as aforesaid: Provided that if the said Company shall at any Time or Times hereafter be empowered to extend the said Railway Eastward from any Point in the said Parish of *Trumpington* the Provision and Restriction lastly herein-before contained shall not be construed to restrict the said Company from establishing a Depôt, Station, and other necessary Works in the said Parish of *Trumpington* at or about the Point or Place from which the said Railway shall be so extended.

Company on being empowered to extend the Railway to the Eastward not to be restricted from establishing a Depôt in Trumpington.

Restrictions as to the Entry and commencing the Works upon certain Lands of Mr. Pemberton.

XCII. And be it further enacted, That the said Company shall not, without the Consent in Writing of the said *Francis Charles James Pemberton*, his Heirs or Assigns, enter on any of his Lands which lie between the *London* Turnpike Road in the said Parish of *Trumpington* and the said River *Cam*, nor commence any of their Works upon any Part of the same Lands until the Ground or Bed of the said Railway along the Line thereof from the Parish of *Stapleford* in the said County of *Cambridge* up to the said Turnpike Road shall be laid out and formed; and that the said Company shall not, without such Consent as aforesaid, commence any of their Works between the North Side of the Parish of *Shelford* in the said County of *Cambridge* and the Turnpike Road leading from *London* to *Cambridge* until the Ground or Bed of the said Railway along the Line thereof between the Parish of *Pampisford* in the said County of *Cambridge* and the said Parish of *Trumpington* shall be laid out and formed; and that the said Company shall not, without such Consent as aforesaid, at any Time or Times after the said Ground or Bed of the said Railway across the Lands of the said *Francis Charles*

Charles

Charles James Pemberton shall be laid out and formed, dig or raise any Brick Earth, Clay, Gravel, or other Materials on or from any of the Lands of the said *Francis Charles James Pemberton*, for any of the Purposes comprised in this Act, situate between the Road leading from *London* to *Cambridge* and the River *Cam*, nor make or burn any Bricks, Tiles, or Lime on any of the said Lands between the said Turnpike Road and the said River *Cam*, nor make any temporary Roads over any Part of the Lands of the said *Francis Charles James Pemberton*, situate as aforesaid between the Road leading from *London* to *Cambridge* and the River *Cam*; and that the said Company shall not, in laying out and forming the Ground or Bed of the said Railway, or at any Time or Times thereafter, without such Consent as aforesaid, lay or deposit any Gravel, Waste Earth, or other Materials upon any of the Lands of the said *Francis Charles James Pemberton* which may occasion any Nuisance, Inconvenience, or Injury to the Occupier for the Time being of the said Farmhouse belonging to the Farm called *Clay Farm*, now in the Occupation of *Frederick William Rowley*, his Tenant: Provided that the Restriction lastly herein-before contained shall not impede the Works of the said Company, when, under the Provisions aforesaid, they shall be empowered to commence the deep Cutting near the said Farmhouse, but that when such deep Cutting shall have commenced, and during the Progress thereof, the said Company shall as speedily as possible convey away from their Lands in the said Parish of *Trumpington* all the Earth, Clay, Gravel, and other Materials which shall be raised in the Course of such deep Cutting, and shall not permit the same or any Part thereof to be laid in Heaps within View of the said last-mentioned Farmhouse, so as to occasion any Nuisance or Inconvenience to the Occupiers thereof for the Time being; and in making the said last-mentioned deep Cutting the said Company shall commence the same at the North End thereof, and proceed regularly in a South Direction, and during the Progress thereof over *Clay Farm* aforesaid shall make and maintain a good and sufficient Fence on both Sides of the said deep Cutting, so as to prevent Depredations on the said Farm.

XCIH. And be it further enacted, That if the said Company shall make a Communication Road over the Lands of the said *Francis Charles James Pemberton* near the said River *Cam* to the Turnpike Road leading from *London* to *Cambridge* into the Parish of *Little Saint Mary* in *Cambridge*, as laid down in the said Map or Plan deposited with said Clerk of the Peace for the said County of *Cambridge*, the said Company shall and they are hereby required, at their own Expence, if required by or on behalf of the said *Francis Charles James Pemberton*, his Heirs or Assigns, by Writing to be left at the Office of the said Company in *London*, to make, set up, and at all Times thereafter maintain a proper and sufficient Fence of Oak, not less than Seven Feet in Height, along the whole of the South Side, or so much of the said Communication Road as lies in the said Parish of *Trumpington*, and a proper and sufficient Oak Fence, of not less than Six Feet in Height, along the whole of the North Side of such Communication Road, such Fences to be so constructed and united to the said Depôt or Railway on both Sides of the said Communication Road as to prevent

Company to make a Fence of Oak along South Side of Communication Road in *Trumpington*.

vent any Passage on either Side thereof upon the adjoining Land, except through the Gates to be made in such Fences for the sole Use of the said *Francis Charles James Pemberton*, his Heirs and Assigns, and his and their Tenants, and also make and at all Times thereafter maintain as many Gates, and of such Description, in both the said Fences, as the said *Francis Charles James Pemberton*, his Heirs or Assigns, Owners of Lands on each Side of the said Road, shall from Time to Time require, and as shall reasonably be required for the Use of the said Lands, and also that the said Company shall, after such Communication Road shall be so made as aforesaid (if required as aforesaid), at their own Expence make, set up, and at all Times thereafter maintain a proper and sufficient close Fence of Oak, not less than Eight Feet in Height, on the North-east and West Sides of the Homestall of the said *Francis Charles James Pemberton*, which is on the East Side of the said proposed Road, and is now in the Occupation of *Lilley Edleston*, as Tenant of the said *Francis Charles James Pemberton*, so as to protect the said Homestall, and the Occupiers thereof, from Depredation, Injury, and Damage, which might be occasioned by reason of the Proximity of the said Railway Station and Road to the said Homestall.

Company to make necessary Works for preserving Drainage.

XCIV. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, at all Times after they shall have entered any of the Lands of the said *Francis Charles James Pemberton* for any of the Purposes aforesaid, to maintain, and, if necessary, new make such Works as shall be necessary for preserving the present Drainage of the Estate of the said *Francis Charles James Pemberton* in the said Parish of *Trumpington*, and conveying the Waters therefrom, as the same are now conveyed into the Parish of *Little Saint Mary* aforesaid.

General Powers, &c. in Act as to Works extended to the Works on Mr. Pemberton's Estate.

XCV. And be it further enacted, That all the Powers, Provisions, Directions, and Regulations contained in this Act in reference to and for the Protection of the Lands and Property of Persons adjoining or contiguous to the Line of the said Railway, and for allowing Compensation for Land taken and Injury done under the Powers of this Act, shall (without Prejudice to other Remedies) extend and apply to the allowing Compensation as aforesaid, and to the making and maintaining the Fences, Gates, Drains, and other Works hereby required to be made and maintained in reference to the Lands and Property of the said *Francis Charles James Pemberton*, as fully and effectually, to all Intents and Purposes, as if such Powers, Provisions, Directions, and Regulations were here repeated with respect to such Fences, Gates, Drains, and other Works.

Slopes of Railway to be the Property of Mr. Pemberton, under certain Restrictions.

XCVI. And be it further enacted, That the Slopes of the Cuttings of the said Line of Railway where the same is intended to pass through the Estate of the said *Francis Charles James Pemberton* shall belong to and be the Property of the said *Francis Charles James Pemberton*, his Heirs and Assigns, but the said Company shall be at liberty to enter, and, at their Costs and Charges, repair and maintain the same whenever, from Ground Slips or otherwise, the Slopes shall become injurious to the Railway, and the Owner of the Land shall refuse or neglect

neglect to place them in a proper State ; and that no Trees, Shrubs, or Plants, or any Erections or other Things, shall be planted, erected, or set up on the said Slopes of the Cuttings which may cause or occasion any Damage or Prejudice to the said Railway and Works.

XCVII. And be it further enacted, That the said *Wedd William Nash*, his Heirs and Assigns, shall have full Power and Liberty, at his and their own Costs and Charges, to plant the Sides of the Embankment and Slopes of the said Railway as far as the same passes through his said Estate, but so as not to interfere with or prejudice the said Railway or Works: Provided always, that such planting shall be done under the Directions of the principal Engineer of the said Company for the Time being, in order to prevent any Injury being done by such planting to the said Embankment on the said Railway.

Sides of Embankment on the Estate of *Wedd William Nash* may be planted by him.

XCVIII. And be it further enacted, That the said *Wedd William Nash*, his Heirs and Assigns, shall occupy the Sides of the said Embankment of the said Railway where the same passes through his said Estate, as Tenant to the said Company, but shall not be liable to keep the same Embankment in repair ; and in case such planting or any Part thereof shall be done, then all the Trees so planted shall belong to the said *Wedd William Nash*, his Heirs and Assigns, and he or they shall in such Case occupy the Sides of the said Embankment, for the Purposes of protecting and preserving such Plantations, at his and their own Costs and Charges, and he or they shall only pay to the said Company a nominal Rent for such Occupancy : Provided always, that no Cattle, Sheep, or live Stock of any Description shall be suffered to graze or come upon any Part of such Embankment ; and the said *Wedd William Nash*, his Heirs and Assigns, or his or their Tenants or Agents, shall not by reason of such Occupancy do any Injury or Damage to the said Railway.

Occupation of Sides of Embankment through the Estate of *Wedd William Nash*.

XCIX. Provided also, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, their Agents or Workmen, to construct or make any House, Yard, Wharf, Warehouse, Toll House, or any Depôt, Station, Landing, Waiting, Watering, Loading, or Unloading Place, Engine, or Building whatsoever (except the said Railway), or to take any Land, or to dig or get any Stone, Gravel, Chalk, Earth, or Clay on any Part of the Lands of the said *Wedd William Nash* (except the Line of the said Railway and the Slopes thereof).

No Houses &c. to be erected on the Estate of *Wedd William Nash*.

C. And whereas the Line of the said intended Railway passes through an Estate belonging to *Wedd William Nash* Esquire, situate in the Parish of *Hinxton* in the County of *Cambridge*, and it is expedient that the said Railway should be carried through the same with as little Detriment as possible ; be it therefore enacted, That nothing herein contained shall enable the said Company to deviate from the Line of the said Railway laid down and specified in the Map or Plan herein mentioned, to the Eastward of such Line, so far as the said Line leads or extends through the Estate of the said *Wedd William Nash*, without the previous Consent of the said *Wedd William*

Not to deviate to the Eastward of the Line through the Estate of *Wedd William Nash*.

William Nash, his Heirs and Assigns, first had and obtained in Writing ; any thing herein contained to the contrary thereof in any-wise notwithstanding.

The Word
"grant" in
Convey-
ances from
the Com-
pany to
amount to
certain Co-
venants.

CI. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Lands and Premises by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances ; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

Provision
where Rail-
way crosses
any Street
or Highway.

CII. And be it further enacted, That the said Railway shall not be made across any Street or Highway, or public Bridleway or Footpath, on the Level, without the previous Consent in Writing of some Two Justices of the Peace for the County acting for the Division within which the Street, Highway, Bridleway, or Footpath so to be crossed shall be situate, and where the said Railway shall cross any public Bridleway or Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents and Descents, as the Case may be, to such Bridleway or Footpath: Provided nevertheless, that the said Company, and all other Persons and Corporations who may think themselves aggrieved by any Determination, Consent, or Refusal of Consent of the said Justices herein, shall have Power of Appeal, in the same Manner and under the same Provisions and Restrictions as are ordered and directed in Cases of Appeal against stopping up and diverting Highways by an Act passed in the Fifth and Sixth Years of His present Majesty, intituled *An Act to consolidate*

consolidate and amend the Laws relating to Highways in that Part of Great Britain called England.

CIII. And be it further enacted, That where the said Railway shall cross any public Highway the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the Carriages thereupon, shall not rise above nor sink below the Level of such Road more than One Inch. As to Ledge of Railway when crossing public Roads.

CIV. And be it further enacted, That the said Railway shall not be made across any Street or Highway (upon which Carriages or Carts shall pass) on the Level, without the previous Consent in Writing of some Two Justices of the Peace for the County or Place within which the Street or Highway so to be crossed shall be situate; and where the said Railway shall cross any public Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents and Descents, as the Case may be, to such Footpaths. As to crossing Highways on a Level.

CV. And be it further enacted, That where the said Railway shall cross any Turnpike Road either such Turnpike Road shall be carried over the said Railway or the said Railway shall be carried over the said Turnpike Road, at the Expence of the said Company, by means of a Bridge of such Construction as is herein-after mentioned. As to crossing Turnpike Roads.

CVI. And be it further enacted, That in case the said intended Railway shall at any Time or Times hereafter, from its near Approach to any Turnpike Road, occasion Danger to the Travellers on such Road, in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful for any Person or Persons to make Complaint thereof to any Two Justices of the Peace acting for the Limit where such Turnpike Road shall be, such Justices not being in any Manner concerned or interested in such Railway, or Owners or Occupiers of Land through which Railway may pass, and which Justices shall summon the Clerk or Treasurer for the Time being of the said Company, or One of the Directors thereof, before them, to answer such Complaint; and if it shall appear to such Justices that the said Complaint is reasonable, then the said Company shall, within such Time as shall be ordered by the said Justices in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or other Officer, within such Time as shall be appointed by the said Justices, commence, and, within such Time as shall be appointed by the said Justices, complete such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike or of the said intended Railway as shall be directed by the said Justices, so as to prevent such Danger to Travellers upon the Turnpike Road; and in case such Company shall neglect within the Time appointed in that Behalf to commence or shall not continue to execute such Works until the due Completion thereof, or shall not complete the same within the Time in that Behalf appointed, the said Company shall forfeit and pay for every Day during which A Screen to be made between Railway and Turnpike Road, if required by Justices.

the said Company shall not commence or shall not proceed in the Completion of such Works, or during which such Works shall not be completed after the Time appointed for the Completion thereof, the Sum of Twenty-five Pounds, to be recovered by the Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Regulations as to Ascent, Height, and Width of Bridges for carrying Railway over or under Roads.

CVII. And be it further enacted, That where any Bridge or Tunnel shall be erected or made for the Purpose of carrying the said Railway over or under any Road the Ascent or Inclination of the Roadway over or under every such Bridge, with respect to Turnpike Roads, shall not be more than One Foot in Thirty Feet, and with respect to public Carriage Roads or Highways, not more than One Foot in Twenty Feet, and with respect to any private or accommodation Carriage Road, not more than One Foot in Sixteen Feet; and that in Cases where the Bridges are over such Roads the clear Height from the Middle of such Road to the Crown of the Arch, with respect to Turnpike Roads, shall not be less than Eighteen Feet, and with respect to public Carriage Roads or Highways, not less than Sixteen Feet, and with respect to private or accommodation Carriage Roads, not less than Thirteen Feet; and that in all Cases the Width of such Roads, of whatever Description, shall be such as shall be convenient and sufficient for the Traffic upon the Road to be crossed, reference being had to the present Width of such Road, and of any Bridges that may now exist thereon: Provided always, that in no Case shall any Bridge or Tunnel over or under any Turnpike Road give a Width of less than Twenty Feet in the clear, and with respect to any public Carriage Road or Highway, not less than Fifteen Feet for the Passage of such Roads; and a good and sufficient Parapet Wall or Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of the Roadway of such Bridge.

Openings into Tunnels not to be made in public Highways.

CVIII. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, Eyes, or Openings to or from any Tunnel to be made for the Purposes of this Act it shall be lawful for the said Company to sink and construct such Shafts, Pits, Eyes, or Openings in such Places as the said Company shall think necessary; except that such Shafts, Pits, Eyes, or Openings shall not be sunk or constructed in any public Highway.

Company may make Alterations upon Roads and Bridges, with Consent of Trustees;

CIX. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company, with the Consent of the Trustees of any Turnpike Road, or of the Surveyors of any Highway (which Consent such Trustees and Surveyors are hereby authorized and empowered to give if they shall see fit so to do), to make any Alterations in any Road or Bridge, such Alterations being made by and at the Expence of the said Company.

and with such Consent may

CX. And be it further enacted, That it shall and may be lawful, with the Consent of the Commissioners or Trustees of any Turnpike Road, to and for the said Company, during the Time of the forming
and

and making of the said Railway, to cross any Turnpike Road or Highway by or by means of a Tramroad, so that the Rail of such Tramroad shall not be placed or raised above the Level of the said Turnpike Road or Highway.

make temporary
Trams.

CXI. And be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, and taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made and the principal Road shall be restored within Six Calendar Months after the Commencement of the Operation; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such good and sufficient Road shall be neglected to be made, as herein-before directed, or during which such Turnpike Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Providing
for Injury to
Roads.

CXII. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such public Highway where the said Railway shall communicate therewith, all which Gates shall be constantly kept shut by some Person to be appointed by the said Company, and which Person the said Company are hereby required to appoint, except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the same shall be opened for the Purpose only of letting such Carriages pass through; and such Gates shall be so constructed as when opened for Passage along the said Railway they shall close the Passage of the said public Carriage Road across the said Railway; and the Persons entrusted with the Care of such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

Where the
Railway
crosses
public High-
ways on a
Level Com-
pany to erect
Gates on
each Side.

CXIII. Provided always, and be it further enacted, That for the Purpose of enabling *William George Daniel Tyssen* Esquire, the Proprietor

Company to
make Six
Bridges or

[Local.]

44 K

Arches, and erect Gates and appoint Persons to open them at Two different Places where the Railway shall pass through the Lands of William George Daniel Tyssen in the Parish of Hackney.

prietor of Lands in the Parish of *Saint John* at *Hackney* in the County of *Middlesex*, (through Part of which, for a Distance exceeding One Mile, the said Railway hereby authorized to be made will pass,) his Heirs and Assigns, or other the Owners of such Lands for the Time being, to make such Roads across the Lands taken for the Purposes of this Act, for the Purpose of Communication between the Parts of the said Estate which will be divided by the said intended Railway and the Places adjoining thereto respectively, the said Company shall, at their own Expence, in making the said intended Railway, make and erect, and for ever hereafter repair and renew, such Bridges and other Means for carrying the said intended Roads under, over, or across the said intended Railway, and at such Places as herein-after are mentioned, (that is to say,) Five Bridges or Arches to be made in such Parts as the said *William George Daniel Tyssen*, his Heirs or Assigns, or other the Owners of the same Pieces of Land respectively, shall direct, of the said intended Railway, when the same shall pass through the several Pieces of Land herein-after mentioned; (that is to say,) One of them in or near Four Pieces of Land numbered 141. 142. 143. and 171. in the Map or Plan which has been deposited as aforesaid for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Kingsland*, near *Courtney Terrace*, and *Dalston*, near a certain Public House called or known by the Name or Sign of the *Compasses*; another of them in or near several Pieces of Land, marked 144. 177. 176. 174. 172. and 171. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell*, near the Printing Establishment, and *Dalston*, near the said Public House called or known by the Name or Sign of the *Compasses*; another of them in or near several Pieces of Land marked 180. 181. 185. and 184. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell*, near *Godfrey's Row*, and *Love Lane*; another of them in Two Pieces of Land marked 185. and 186. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell*, near *Wellington Road*, and *Dalston*, near the School of Industry; and the other of them in Two Pieces of Land marked 196. and 197. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell Road* and *Lower Clapton* at or near the Entrance of *Back Lane*; and the other of them in Three Pieces of Land marked 197. 198. and 199. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell Road* aforesaid and *Lower Clapton*, near *Clapton Turnpike Gate*; and every of the said Bridges or Arches shall be formed and shall at all Times be continued so as to leave a clear and open Space under every Arch of not less than Thirty Feet, and shall be of the same Height as is required by this Act for the Arch of a Bridge over any Turnpike Road; and a Bridge or Arch over the said intended Railway shall be made where the same shall pass through or near several Pieces of Land marked 224. 225. 226. and 227. in the said Map or Plan for carrying over the said Railway a Road which may hereafter

hereafter be made as a Means of Communication between *Stamford Hill*, near the *Bird Cage Walk*, and the Turnpike Road at *Upper Clapton*, nearly opposite to *Warwick Road*, and such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the principal Walls or Fences of the Road over the same of not less than Thirty Feet, and the said Bridge shall be of the same Ascent and with such Parapet Wall or Fence as is required by this Act with respect to any Bridge for carrying any public Turnpike Road over the said Railway; and the said Company shall also, at their own Expence, in case the said *William George Daniel Tyssen*, his Heirs or Assigns, or other the Owners of several Pieces of Land numbered 200, 201., and Four Numbers of 202., and also in the several Pieces of Land numbered 197. 198. and 199. on the said Map or Plan, shall at any Time hereafter think proper to make Two Roads in the said several Pieces of Land across the said intended Railway as a Means of Communication between *Shacklewell Road* aforesaid, near the Corner of *Newington Common*, to *Upper Clapton* at or near the *World's End*, or a certain Public House called or known by the Name or Sign of the *Crooked Billet*, and the other of the said Roads as a Means of Communication between *Shacklewell Road* aforesaid and *Lower Clapton*, near *Clapton Turnpike Gate*, where such Roads or either of them will cross the said intended Railway on a Level, erect and at all Times maintain such Gates, and appoint a Person or Persons for shutting and opening the same, in like Manner as is required by this Act in all Cases in which the said Railway shall cross any public Highway on a Level; and the said Company shall and they are hereby required to give Notice in Writing, signed by their Secretary, to the said *William George Daniel Tyssen*, his Heir or Assigns, or other the Owner of any Piece or Pieces of Ground in which a Bridge or Arch is directed to be made or Gates to be erected as aforesaid, of the Time at which the same Bridges, Arches, and Gates respectively will be made and erected, at least Seven Days before the Time at which the making and erecting thereof shall be commenced, in order that the said *William George Daniel Tyssen*, his Heirs or Assigns, or such other Person or Persons, may order his or their Surveyor to attend and see that the same respectively are made and erected at proper Places and in a proper Manner; and in case the said Company shall refuse or neglect to make or erect or maintain such Bridges, Arches, and Gates, as herein-before directed, or any of them, for the Space of Thirty Days next after the Railway at the Place at which the same ought to be made shall be completed, it shall be lawful for the said *William George Daniel Tyssen*, his Heirs or Assigns, or the respective Owners of the said Lands who shall find themselves aggrieved by such Neglect or Refusal, to make and erect, as the Case may require, and to maintain and repair, such Bridges, Arches, and Gates as aforesaid, so that in making, erecting, repairing, or maintaining such Bridges, Arches, or Gates as aforesaid the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by any Two or more Justices of the Peace for the County of *Middlesex*,

Middlesex, in case there shall be any Dispute about the same, shall be paid to the Owner or respective Owners of the said Lands who shall have so made and erected, repaired, and maintained such Bridges, Arches, or Gates, by the said Company, within the Space of Thirty Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid such Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners, upon Refusal or Neglect from the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in like Manner as in other Cases is by this Act directed.

Company to
erect Gates
for the Pro-
tection of
adjoining
Lands.

CXIV. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge*, within their respective Jurisdictions, shall, in case the same shall not be settled by Agreement between the Parties (which Agreement all Persons and Corporations by this Act capacitated to convey are hereby empowered to enter into), judge necessary and appoint, for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in
case

case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, as the Case may require, and to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway or any of the Works by this Act authorized to be made or constructed by the said Company shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, in case there shall be any Dispute about the same, shall be paid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired, and maintained such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in like Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would, if so erected or made, prevent or obstruct the working or using the said Railway.

CXV. And be it further enacted, That in every Case in which the Owner of any Lands, or any Corporation or Person by this Act capacitated to convey, shall in their Arrangements with the said Company have received or agreed to receive Compensation for or on account of Gates, Bridges, Arches, Hollows, Culverts, or Passages, instead of the same being erected or formed by the said Company, for the Purpose of facilitating the Passage to or from either Side

[Local.]

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of

Compensation in lieu of Occupation Bridges.

of the Lands severed or divided by the said Railway, it shall not be lawful for such Owners, Corporation, or Persons, or those claiming under them, or in whose Behalf they are hereby capacitated to convey, to pass and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge or Bridges to be erected at the Charges of such Owners.

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

CXVI. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request made to them, or, in case of their Refusal for the Space of Ten Days next after such Request, then, with the Consent of the said Justices, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or like Construction or Form with those made and erected by the said Company, over, under, or by the Side of or leading to or from the said Railway, in such Place as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

For fencing off Railway through private Lands.

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

Company to make suffi-

CXVIII. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time, at their own Expence,

to

to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Flood or Land Waters as clearly from the Rivers *Lee* and *Stort* Navigations, and also from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of the said Rivers *Lee* and *Stort* Navigations, or of any of the said Lands, so that the Water in the said Rivers *Lee* and *Stort* Navigations shall not at any Time be and remain at an Elevation of more than Two Inches higher on the upstream Side of the said Bridges, Arches, Tunnels, Culverts, Drains, or other Passages than the Water on the down-stream Side thereof, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of easy and convenient Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required, from Time to Time, to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions and in such Manner, and with such proper and convenient Bridges over and Tunnels for the same respectively, as any Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge* (as the Case may require) shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, and cleansed, and kept in good and sufficient Repair, by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of the Trustees for the Time being of the River *Lee* Navigation, or by or on behalf of the Owner or Trustees for the Time being of the River *Stort* Navigation, or by or on behalf of the Owner or Occupier of the Land adjoining or lying near to the said Railway, to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired according to the true Intent of this Act, the said Company shall not proceed to make or cleanse, maintain and repair (as the Case may be) such Arches, Tunnels, Drains, Watercourses, or other Passages, it shall be lawful for any such Trustees, Owner, or Occupier, or any Person acting by their or his Authority, to apply for an Order in Writing to any Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge* (as the Case may require), from Time to Time as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels,

cient Drains
to carry
Flood
Waters off
the Rivers
Lee and
Stort Navi-
gations and
the adjoining
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Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expences thereof, to be ascertained by such Justices, shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after the Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

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

CXIX. And whereas the said Railway is intended to be carried over the River *Lee* Navigation, and also to be carried near to the Aqueducts, Embankments, Bridges, Side Drains, and other Works thereof in the Counties of *Hertford* and *Essex*, and it is expedient to provide against Injury or Destruction being occasioned by means of the said Railway to the said Navigation or any Part thereof respectively; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Trustees of the River *Lee* Navigation, other than as may be necessary for the Purposes of this Act, and expressly provided for therein, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation or of the Towing or Footpaths thereto, or of either or any of them, or any Part thereof, 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 belonging to the said Trustees of the River *Lee* Navigation, except for making the said Railway as is herein-after expressly provided, 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,

Directions for building the Bridge over the River Lee Navigation.

CXX. And be it further enacted, That in carrying the said Railway over the River *Lee* Navigation the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Cast Iron Bridge over the said Navigation, with a Towing Path under the same of not less than Eight Feet Width in the Clear, and of such a Level as that the Surface of the said Towing Path shall be at all Times Twelve Inches above the Top-water Level of the said Navigation, and the said Bridge to be of such Dimensions as that the Soffit thereof shall be at least Ten Feet above the Top-water Level of the said Navigation, and no Part of the said Arch over the said Towing Path shall be less than Seven Feet above the Surface of the said Towing Path, and shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Fifty Feet for the Waterway and Eight Feet for the Towing Path under the said Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing the said
 Bridge

Bridge over the said River *Lee* Navigation, to leave an open and uninterrupted navigable Waterway in the said Navigation of not less than Thirty Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge, and the new Towing Path along the same, up to Ten Feet above the Top-water Level of the said Navigation (the Foundation Walls of such Abutments to be carried to such Depth as shall allow for the future deepening and improving of the said Navigation); 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 *Lee* Navigation.

CXXI. And be it further enacted, That the said Railway Company shall and they are hereby required, at their own Expence, for ever hereafter to maintain and keep in perfect Repair the Towing Path by the Side of the River *Lee* Navigation for the Space of One hundred Feet on each Side of the Bridge to be erected by the said Railway Company over the said Navigation, and also to deepen the Navigation at all Points under the said Bridge, and to the Extent of One hundred Feet on each Side thereof, to the Depth of Six Feet from the Top of the Flash Boards at *Fields Weir Bay*, and to keep the same to such Depth for ever hereafter, to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees of the River *Lee* Navigation: Provided always, that nothing in this Act contained shall require the said Company to keep the said Navigation to the Depth herein-before mentioned unless the said Trustees of the River *Lee* shall likewise keep the said Navigation for the Space of One hundred Feet on each Side of the Point to which the said Company are required to deepen the same Navigation to the Depth of Six Feet, as above referred to.

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

CXXII. And be it further enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Bridge of the said River *Lee* 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 *Lee* Navigation, or the Towing Path thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Navigation 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 during the Progress of the Works shall at any Time be contracted to a less Width than herein prescribed, then and in any such Case the said Railway Company shall pay to the said Trustees for the Time being of the said River *Lee* Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour during which any such Impediment shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Trustees for the Time being of the River *Lee* Navigation the Sum of Ten Pounds for every

Penalty for obstructing the River *Lee* Navigation.

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Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Trustees for the Time being may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the Bridge to be erected for the said Railway over the said River *Lee* Navigation, 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, it shall be lawful for the said Trustees for the Time being to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*: Provided 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 in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as 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 Amount of Damages to be recovered by the said Trustees for the Time being; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Trustees for the Time being against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

For Protection of the River Stort Navigation.

CXXIII. And whereas the said Railway is intended to be carried over or near to the River *Stort* Navigation, in the Counties of *Hertford* and *Essex*, established by an Act of Parliament passed in the Sixth Year of the Reign of King *George* the Third, and now vested in Sir *George Duckett* Baronet, *John Wright*, *Edmund William Jerningham*, and *Francis Giles*, Esquires, as legal Owners thereof in Trust, or over or near the Locks, Embankments, Side Ponds, or other Works thereof, in the respective Parishes of *Stanstead Abbots*, *Sawbridgeworth*, *Thorley*, *Bishops Stortford*, and *Hockerill*, in the County of *Hertford*, and of *Roydon*, *Nettleswell*, *Shearing*, *Great Hallingbury*, *Little Hallingbury*, *Great Parndon*, *Little Parndon*, *Latton*, and *Harlow*, in the County of *Essex*, and it is expedient to provide
against

against Obstructions being occasioned thereby to the free Navigation of the said River *Stort* Navigation and to any Part thereof respectively; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Owners of the River *Stort* Navigation now or for the Time being, other than as may be necessary for the Purposes of this Act, and expressly provided for therein, or to authorize or empower the said Railway Company to alter the Line or Level of the said River *Stort* Navigation, or of any Towing or Footpath thereto, or any Part thereof, or in any Manner to impede or obstruct the Navigation of the said River *Stort* Navigation or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which now supply the said Navigation, or to injure any of the Works of the said River *Stort* Navigation, or to divert or turn or use any Water Course or Courses, or Drain or Drains, into any Part of the River *Stort* Navigation, or to interfere with or injure any of the Works of the said River *Stort* Navigation, or to take or use any of the Lands or Buildings belonging to the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation, except for making the said Railway, as is herein-after expressly provided, without the Consent in Writing under the Hands and Seals of such Trustees as last aforesaid being first had and obtained; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the Counties of *Hertford* and *Essex*, by which Deviation any of the Locks, Side Ponds, Towing or Foot Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said River *Stort* Navigation, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Trustees of the River *Stort* Navigation, or the Trustees thereof for the Time being, in Writing first had and obtained.

CXXIV. And be it further enacted, That in carrying the said Railway over the said River *Stort* Navigation the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Cast Iron, Brick, or Stone Bridges over the said River *Stort* Navigation and the Towing and Foot Path thereto, of not less than Six Feet Width, with proper Approaches to each such Bridge, and to wharf the Sides of the said Towing Paths under each such Bridge with good Brick, Stone, or Oak Timber, so that the Surface of the said Towing Paths shall be at all Times Twelve Inches above the Top-water Level of the said River *Stort* Navigation; and the Soffit of each such Bridge shall be at least Ten Feet above the Top-water Level of the said Navigation at the Centre of the Waterway, and over the Towing Path no Part of the Arch shall be less than Eight Feet above the said Top-water Level of the said Navigation; and each such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-eight Feet, as follows, that is to say, Twenty-two Feet thereof
for

Prescribing
Manner of
constructing
Bridges over
River *Stort*
Navigation.

for the Waterway and Six Feet thereof for the Towing Path under each such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing each such Bridge over the said River *Stort* Navigation, and of the necessary Repairs or Renewals thereof, from Time to Time and at all Times, to leave an open and uninterrupted navigable Waterway in the said River *Stort* Navigation of not less than Twenty-four Feet in Width, (that is to say,) Eighteen Feet for the Waterway and Six Feet for the Towing Path, during the Time of constructing and putting in the Foundation Walls of the Abutments of each of the said Bridges up to Ten Feet above the Top-water Level of the said Navigation (the Foundation Walls of such Abutments to be carried to such Depth as shall allow for the future deepening and improving of the said River *Stort* Navigation); and the said Bridges and Works shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees, or the Trustees for the Time being of the said last-mentioned Navigation.

For preventing Obstructions in River *Stort* Navigation, and providing for Repairs of Bridges.

CXXV. And be it further enacted, That if by reason of any Accident or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Bridge over the said River *Stort* 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 *Stort* Navigation, or any of the Towing Paths thereof respectively, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Navigation, or Horses hauling upon the said Towing Path, shall be impeded in their Passage, or shall not be able to pass freely along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved during the Progress of the Work shall be at any Time contracted to a less Width than herein is prescribed, then and in any such Case the said Railway Company shall pay to the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation, as or by way of ascertained Damages, the Sum of Two Pounds for every Hour during which any such Impediment shall continue; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Trustees or other the Trustees for the Time being of the said River *Stort* Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the Bridges to be erected for the said Railway over the said River *Stort* Navigation, or any of them, or the Towing-Path Walls under the said Bridges, 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, it shall be lawful for the said Trustees or other the Trustees for the Time being of the said River *Stort* Navigation to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Trustees or other the Trustees

Trustees for the Time being of the said River *Stort* Navigation from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as 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 Amount of Damages to be recovered by the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in every such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation, 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.

CXXVI. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway or any other Persons from laying down, either upon their own Lands or upon the Lands of other Persons, with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Place where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company, as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any

Allowing the Owners of adjoining Lands to make Branches to communicate with Railway in convenient Places.

dictions, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Roads may be made across the Railway by the Owners of adjoining Lands.

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

Gates opening upon the Railway to be shut and fastened after Persons have passed through them.

CXXVIII. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway to communicate with adjoining Lands, shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care or which they may accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Regulating the Con-

CXXIX. And whereas it is intended that the said Railway shall be carried over the Road at *Kingsland* known as the *Stamford Hill* Road, and

and also over that Part of the Road from *Islington* to *Dalston* known as the *Balls Pond* Road, all in the County of *Middlesex* (and which Two several Roads are under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, and are herein-after called the Metropolis Roads), by means of Bridges to be erected by the said Company for that Purpose; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct, at their own Expence, good and sufficient Bridges, with proper Walls and Approaches thereto, for carrying the said Railway over each of the said several Roads called the Metropolis Roads at the several Places where the said Railway, as delineated in the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively; and that the Bridge over the said *Stamford Hill* Road shall be so constructed as to leave beneath the Arch thereof a clear Width of Carriageway of not less than Forty Feet, together with an additional clear Width of Footway on each Side of the said Carriageway of not less than Ten Feet; and that the Bridge which crosses the said *Balls Pond* Road shall be so constructed as to leave the clear Width of the present Carriageway, together with the clear Width of the present Footway under the One Arch thereof, and that the Height of the Arch or Opening of each of the said Bridges shall not be less than Twenty Feet from the Level of the Carriageway of the Road over which each such Bridge shall pass, to any Part of the under Side of such Bridge, and that no Alteration from the above Dimensions shall be made without Leave of the Commissioners for that Purpose first had and obtained.

struction of
Bridges over
the Metro-
polis Roads.

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

Regulations
for lighting
and watch-
ing Railway
where same
crosses Me-
tropolis
Roads.

CXXXI. Provided always, and be it further enacted, That the Bridges hereby required to be constructed over the said Metropolis Roads respectively, and all Approaches, Walls, and other Works belonging to such Bridges respectively, and any temporary substituted Roads which during the Construction of such Bridges it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and the Depth and Strength of Materials of such temporary Roads, and also all Repairs and Renewals of the said several Bridges which shall hereafter be made by the said Company, shall be constructed and made and formed to the Satisfaction from Time to Time of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads; and that the Plans and Designs for the said Bridges and the Works belonging thereto and shall

All Works
connected
with the
Metropolis
Roads to be
constructed
under the
Superin-
tendence of
the Surveyor
General of
the Commis-
sioners.

shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work; and the Materials whereof the same shall be constructed shall be determined and approved of by the said Surveyor General for the Time being; and previously to the Commencement of the said Bridges and other Works, Plans, Sections, and Specifications thereof, made at the Expence of the said Company, shall be submitted to and be approved of by the said Surveyor General for the Time being; in case, in the Construction of the said Bridges or any of them, the said Company shall do or cause any Injury or Damage to the said Metropolis Roads or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor General to the said Commissioners of the Metropolis Roads, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company any Alteration of the said Metropolis Roads or any of them, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor General for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company not to deviate from the Line, as far as affects the Metropolis Roads, without the Consent of Surveyor General.

CXXXII. Provided also, and be it further enacted, That the said Company in constructing their said Railway, so far as the same shall be connected with the said Metropolis Roads, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Middlesex*, nor shall the Bridges hereby authorized and required to be made over the said Metropolis Roads respectively, or any of them, be made at any other Place or Places than the Places marked out for that Purpose in the said Plan, without the Consent in Writing of the Surveyor General to the said Commissioners of the Metropolis Roads, for any of the Purposes aforesaid, first had and obtained; any thing in this Act to the contrary in anywise notwithstanding.

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

CXXXIII. Provided also, and be it further enacted, That after the said Bridges over the said Metropolis Roads shall have been constructed pursuant to the Directions of this Act, the said Company shall and they are hereby required at all Times thereafter to keep the said Bridges, and all Approaches, Walls, and other Works belonging to such Bridges, in good and complete Repair, to the Satisfaction of the Surveyor General for the Time being of the said Commissioners of the Metropolis Roads; and in case of any Want of Repair to the said Bridges, Approaches, and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Commissioners of the Metropolis Roads, if the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable

able Expedition until the same shall be completed, it shall be lawful for the said Commissioners of the Metropolis Roads to proceed to repair and make good the same, causing as little 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 in failure of Payment for Twenty-one Days after such Demand the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

CXXXIV. And whereas the Line of the said intended Railway passes through an Estate belonging to the Right Honourable *Richard Griffin Lord Braybrooke* situate in the Parishes of *Wendon* and *Littlebury* in the County of *Essex*, and it is expedient that the said Railway should be carried through the same with as little Detriment as possible; be it therefore enacted, That the said intended Railway shall be carried under Part of the said Estate along Three Tunnels to be constructed by the said Company for that Purpose as herein-after is mentioned; (that is to say), the First of such Tunnels shall be Five hundred and twenty Yards in Length, and shall commence in a Field belonging to the said Lord *Braybrooke* in the said Parish of *Wendon* numbered 18. in the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Essex*, at the Distance of One hundred and fifty Yards from the South Side of and proceed under Part of Two Plantations numbered 19. and 21; the Second of such Tunnels shall also be of the Length of Five hundred and twenty Yards, and shall commence in a Field belonging to the said Lord *Braybrooke* in the Parish of *Littlebury* aforesaid numbered 6. in the said Map or Plan, at a Distance not less than Ten Yards from the South Side of and to proceed under the *Warren Ring* Plantation numbered 7; and the Third of such Tunnels shall be of the Length of Four hundred and thirty Yards, and shall commence in a Field belonging to the said Lord *Braybrooke* in the Parish of *Littlebury* aforesaid numbered 10. in the said Map or Plan, and shall terminate in a Field in the same Parish numbered 15. in the said Map or Plan on the North Side of the Road numbered 13; and that the Mouths of all the said Tunnels shall severally be made good and finished with a substantial and ornamental Facing of Brickwork or Masonry, to the Satisfaction of the Surveyor or Architect of the said Lord *Braybrooke*, so as effectually to prevent the Soil immediately above or around the same respectively from giving way or slipping down; and that the said Company shall at all Times for ever after such Tunnels and Facings shall have been constructed keep the same in Repair.

For making
Tunnels
through
Part of the
Estate of
Lord Bray-
brooke.

CXXXV. And be it further enacted, That the said several Tunnels shall be made and formed by tunnelling, and without cutting or removing the Surface of the Ground under which they shall pass, save and except that it shall be lawful for the said Company to make such temporary Shafts as shall be found necessary for constructing the said Tunnels, subject to the Restrictions following, that is to say, that no such Shaft shall be made in the said first-mentioned Tunnel nor in

Regulation
as to Con-
struction of
the Tunnels.

[Local.]

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any

any Plantation, that no such Shaft shall exceed Ten Feet in Diameter, that only Four such Shafts shall be open at One Time, and that all of them shall be effectually fenced whilst they remain open, and shall ultimately within Three Years from the passing of this Act be filled up, and the Ground made good over the same.

Ground above the Tunnels to remain the Property of Lord Braybrooke.

CXXXVI. And be it further enacted, That the Ground, Soil, and Surface above the said Tunnels respectively shall remain the Property of the said Lord *Braybrooke*, his Heirs and Assigns, who may at any Time hereafter erect or cause or permit to be erected any Buildings thereupon, and that the said Tunnels shall be constructed of sufficient Strength to admit of such Buildings being erected: Provided nevertheless, that as respects those Portions of the said Tunnels respectively where the Crown thereof is within Fifteen Feet of the Surface of the Ground over the same no Building shall be erected over such Portions, nor shall the Ground or Soil over such Portions be moved or disturbed by the said Lord *Braybrooke*, his Heirs or Assigns, or any Person claiming under him or them, except for the Purpose of Cultivation.

A Bridge or Viaduct and certain Fences to be erected between the Openings of Two of the Tunnels on Lord Braybrooke's Estate.

CXXXVII. And be it further enacted, That the said Company shall, at their own Expence, erect and build, and at all Times thereafter maintain and keep in repair, One Bridge or Viaduct of the Height of Fourteen Feet and the Width of Twenty Feet over the Road numbered 2. in the said Parish of *Littlebury*, where the said Railway is intended to cross such Road, with a good and sufficient Parapet Wall on each Side of such Bridge or Viaduct, and a Fence or Mound of Earth upon the Approach or Embankment leading thereto on each Side, the said Parapet Wall and Fence or Mound not to be less than Four Feet Six Inches in Height from the Surface of the said Railroad, and such Fence or Mound to extend not less than Thirty Yards on each Side of the Bridge, and such Bridge shall be faced with Yellow Brick or Stone on the East and West Sides, with ornamental Stone Copings; and the said Company shall also, at their own Expence, erect and build, and at all Times thereafter maintain and keep in repair, a good and substantial wrought Iron Palisade Fence, at least Five Feet Six Inches in Height, pointed at the Top, and to be fixed in Blocks of Stone, along the Bottom of the Embankments on both Sides of the said Railway between the said First and Second Tunnels, and also over the Mouths or Ends of those Tunnels which are nearest to the said Embankments, so as effectually to separate the Railway from the Lands of the said Lord *Braybrooke* on either Side; and the said Company shall and they are hereby required, at their own Expence, to erect or cause to be erected, and afterwards maintain and keep in repair, One Culvert of Six Feet Diameter, or Two Culverts of Four Feet Diameter each, over or across the Stream or Brook of Water on the North Side of the intended Bridge or Viaduct where the said Railway is intended to cross the said Stream or Brook.

Sides of Embankment may be planted.

CXXXVIII. And be it further enacted, That the said Lord *Braybrooke*, his Heirs and Assigns, shall have full Power and Liberty, at his and their own Costs and Charges, to plant the Sides of the Embankment and

and Slopes of the said Railway between the said First and Second Tunnels with Shrubs, for the Purpose of Ornament, but so as not to interfere with or prejudice the said Railway and Works: Provided always, that such planting shall be done under the Directions of the principal Engineer of the said Company for the Time being, in order to prevent any Injury being done by such planting to the said Embankment on the said Railway.

CXXXIX. And be it further enacted, That the said Lord *Braybrooke*, his Heirs or Assigns, shall occupy the Sides of the said Embankment of the said Railway between the said First and Second Tunnels as Tenant to the said Company, but shall not be liable to keep the same Embankment in repair; and in case such planting or any Part thereof shall be done, then all the Shrubs so planted shall belong to the said Lord *Braybrooke*, his Heirs and Assigns, and he or they shall in such Case occupy the Sides of the said Embankment, for the Purposes of protecting and preserving such Plantations, at his and their own Costs and Charges, and he or they shall only pay to the said Company a nominal Rent for such Occupancy: Provided always, that no Cattle, Sheep, or live Stock of any Description shall be suffered to graze or come upon any Part of such Embankment; and the said Lord *Braybrooke*, his Heirs or Assigns, or his or their Tenants or Agents, shall not by reason of such Occupancy do any Injury or Damage to the said Railway.

Occupation of Sides of Embankment through Parts of Lord *Braybrooke's* Estate.

CXL. Provided also, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, their Agents or Workmen, to construct or make any House, Yard, Wharf, Warehouse, Toll House, or any Depôt, Station, Landing, Waiting, Watering, Loading, or Unloading Place, Engine or Building whatsoever (except the said Railway, and also except such Bridges, Tunnels, Arches, Viaducts, and Culverts as herein-before mentioned), or to make or burn any Bricks or Lime between the *Wendon* Road numbered 9. and the *Littlebury* Road numbered 13. in the said Map or Plan, or to dig or get any Stone, Gravel, Chalk, Earth, or Clay on any Part of the Lands of the said Lord *Braybrooke* (except in forming the Line of said Railway and the Slopes thereof).

No Houses, &c. to be erected on certain Parts of Lord *Braybrooke's* Estate.

CXLI. And be it further enacted, That no Spoil Earth, Stone, Bricks, Rubbish, Trees, Timber, Gravel, Sand, or any other Material or Things whatsoever arising from or relating to the said Railway, or any Works connected therewith, shall be permanently left on any Part of the Lands of the said Lord *Braybrooke*; and all such Earth, Stone, Bricks, Rubbish, Trees, Timber, Gravel, Sand, and other Materials as may be so deposited or left shall be cleared away by the said Company, at their Expence, within Three Months after the Completion of such Part of the said Railway as adjoins the said Lands.

No Spoil Earth, &c. to be permanently deposited on Lord *Braybrooke's* Estate.

CXLII. And be it further enacted, That nothing herein contained shall enable the said Company to deviate from the Line of the said Railway laid down and specified in the Map or Plan herein mentioned

Not to deviate to the Eastward of the Line

through
Lord Bray-
brooke's
Estate.

mentioned to the Eastward of such Line, so far as the said Line leads or extends through the Estate of the said Lord *Braybrooke*, without the previous Consent of the said Lord *Braybrooke*, his Heirs or Assigns, first had and obtained in Writing; any thing herein contained to the contrary thereof in anywise notwithstanding.

Bridges to
be erected
on Lord
Bray-
brooke's
Estate.

CXLIII. And be it further enacted, That the said Company shall, at their own Expence, erect and build, and at all Times thereafter maintain and keep in repair, Two Bridges upon the Estate of the said Lord *Braybrooke* in the Situations herein-after mentioned; (that is to say,) One Bridge over the said Railway where it is intended to cross the Occupation Road numbered 17. in the said Parish of *Wendon*, and One other such Bridge over the said Railway in the Valley between the Second and Third Tunnels in a Field numbered 10. in the said Parish of *Littlebury*; each of the said Bridges to be of the Width of Twelve Feet, and the Walls or Fences to be of the Height of Four Feet.

The Works
in progress
to be fenced.

CXLIV. And be it further enacted, That the said Company shall, at their own Expence, during the Progress of the Works upon the Estate of the said Lord *Braybrooke*, fence off so much of the South and North Sides of the Plantations in the said Parish of *Wendon*, under which the said first-mentioned Tunnel is to be made, as will effectually prevent the Workmen employed from trespassing in the said Plantations; and that the said Company shall, in like Manner, fence off the whole of the Line of the said intended Railway between and inclusive of the Openings of the First and Second of the said Tunnels, and such of the adjoining Land as shall be required for depositing Bricks and other Building Materials, so that no Workmen or other Persons employed shall be able to approach those Works or the adjoining Lands except from the Public Road numbered 2. in the said Parish of *Littlebury*; and that the said Company shall in like Manner fence off the open Cuttings between the Second and Third Tunnels, and also the Line of Railroad to the North, and all the Openings of the Shafts, and such Parts of the adjoining Lands as shall be required for the temporary Deposit of Spoil Earth, Bricks, and other Building Materials, so that no Workmen or other Persons shall approach such last-mentioned Works except from the Public Road in the said Parish of *Littlebury* numbered 13, or along the said last-mentioned Tunnel; and that all the said Fences shall be made with Posts and Rails, and Paling of the Height of Five Feet Six Inches at the least from the Ground, and to the Satisfaction of the said Lord *Braybrooke*, his Heirs or Assigns, or his or their Surveyor.

Workmen
trespassing
to be dis-
charged.

CXLV. And be it further enacted, That the said Company shall, within Forty-eight Hours after a Requisition or Notice in Writing given by the said Lord *Braybrooke*, his Heirs or Assigns, or his or their Steward or Agent, to the said Company, or to their Engineer, Surveyor, or to the Clerk of the Works employed by the said Company upon that Part of the Line of the said intended Railway which passes through the said Parishes of *Wendon* and *Littlebury*, discharge all Workmen and other Persons employed upon the Line of the said intended Railway passing through the said Parishes or either of them
who

who shall at any Time, either during the Progress of the Works or after the Completion thereof, be found trespassing upon any Part of the Manors, Park, Lands, Grounds, or Premises of the said Lord *Braybrooke* in the Parishes of *Wendon*, *Littlebury*, or *Little Chesterford* aforesaid, or in *Saffron Walden* in the said County of *Essex*, or who shall be guilty of any Breach of the Peace, and such Person or Persons shall not afterwards be employed by the said Company without the Consent in Writing of the said Lord *Braybrooke*, his Heirs or Assigns.

CXLVI. And be it further enacted, That the said Company shall, at their own Expence, erect and build a Bridge over the River Number 6. on the said Plan in *Wendon* aforesaid, and another Bridge over the River Number 3. in the said Parish of *Great Chesterford*, with Arches of sufficient Size, and so as effectually to carry off all Flood Waters; and the Dimensions of the Openings of the said Arches shall be approved by the said Lord *Braybrooke* or his Surveyor.

Provision as to Bridges at *Wendon* and *Great Chesterford*.

CXLVII. And be it further enacted, That the said Company shall, unless prevented by inevitable Accident, make and complete the said intended Railway through and over the Lands and Grounds of the said Lord *Braybrooke*, with all the Tunnels, Bridges, Fences, and other Works herein-before required, within Three Years next after the passing of this Act.

Company to complete the Works on Lord *Braybrooke's* Estate within a limited Time.

CXLVIII. And be it further enacted, That the First General Meeting of the said Company shall be held at the Office of the Company in *Lombard Street* in the City of *London*, or at some other convenient Place in the said City, or within the City and Liberties of *Westminster*, within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the First Week of the Month of *February* and the First Week of the Month of *August* in each Year, or within the Space of Fourteen Days next after each of such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called; and such First General Meeting and all other General Meetings and Special General Meetings may be adjourned from Time to Time as shall be found expedient.

First and other General Meetings.

CXLIX. And be it further enacted, That Fifty or more Proprietors of the said Company, holding in the aggregate Two thousand Shares or upwards in the said Undertaking upon which all Calls actually previously made shall have been paid and satisfied, at any Time, by Writing under their Hands, left at the Office of the said Company, or given to at least Three Directors of the said Company,

Meetings of Proprietors may be specially convened.

[*Local.*]

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or

or left at or delivered to some Inmate of their last or usual Places of Abode, may require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company to be held in *London* or *Westminster*, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice given as aforesaid the same may be called by such Fifty or more Proprietors, by giving Fourteen Days Notice thereof in Two or more *London* Newspapers and in One or more *Cambridge* Newspaper or Newspapers; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting, personally or by Proxy, shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice; and all Acts of the major Part in Votes of the Proprietors of the said Company so present at any such Special General Meeting shall be as valid, with respect to the Matters specified in such Notice, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business
at Special
and adjourn-
ed General
Meetings.

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

Notice of
Meetings
how to be
given.

CLI. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisement inserted in Two or more *London* Newspapers and in One or more *Cambridge* Newspaper or Newspapers; and such Notices, when so published and given, shall be deemed and considered the same as personal Notices.

Directing
how Sub-
scribers shall
vote at
Meetings.

CLII. And be it further enacted, That at all General and Special General Meetings to be convened by virtue of this Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Share or Shares (not exceeding Twenty) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and all such Corporations and Persons as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or become entitled to in the said Undertaking
beyond

beyond the Number of Twenty Shares; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present, personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit; (that is to say,)

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

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

CLIV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking the Person whose Name shall stand first in the Books of the said Company as such Proprietor of such Share shall, for the Purpose of voting at any General or Special General Meeting of the said Company, be deemed the Proprietor of such Share; and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for and in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Shares so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate at the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as herein
 The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, and to vote.

herein mentioned (as the Case may require); and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees and Guardians.

CLV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of his Committees, and such respective Committees may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy, and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Guardian may also vote in right of his own Share, if he have any, as well as in the Character of Committee of any Lunatic or Idiot or of Guardian of any Minor.

Proprietors in arrear not to vote.

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

First General Meeting to choose Directors.

CLVII. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Eighteen Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting either personally or by Proxy; and of the Directors so elected as aforesaid Five shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *August* in the Year of our Lord One thousand eight hundred and thirty-seven, and until others shall be elected in their Stead, in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

Directors to go out annually by Rotation.

CLVIII. And be it further enacted, That at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-seven One Sixth of the Directors who shall have been so elected as aforesaid, to be determined by Ballot among themselves, shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons, who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of

August

August which will be in the Year of our Lord One thousand eight hundred and thirty-eight One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-nine One Half of the remaining Directors who shall have been so primarily elected as aforesaid, to be determined as aforesaid, shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and forty the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* in every subsequent Year One Sixth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

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

Directors going out of Office re-eligible.

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

General Meeting for choosing Directors to consist of Persons possessed of at least One thousand Shares.

CLXI. And be it further enacted, That when and so often as any of the said Directors shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the

For supplying Vacancies in Direction.

[Local.]

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same

same Committee, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

No Person holding Office capable of being a Director.

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

Powers and Duties of Directors.

CLXIII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper; and there shall be Five Directors at the least present in order to constitute a Meeting, and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall have a second or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time make Report thereof to the said Half-yearly General Meetings and to the Special General Meeting of the said Company, if required by any of such Meetings, and shall obey their Orders and Directions; and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all
Monies

Monies which they shall receive on behalf of or in respect of such Undertaking, from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account, for the Use of the said Company, and shall regularly enter into some Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of such Appointments, Receipts, and disbursed, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

CLXIV. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint, out of their own Body, One or more Committee or Committees, which Committee or Committees shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committee or Committees respectively (save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committee or Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee within the Intent and Meaning of this Act shall and may be exercised by Five of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman; and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any Committee which shall have been appointed by them respectively; or to remove and displace any Members of such Committee, and to appoint others in their Place and Stead, when and as often as such Directors shall think proper.

Directors
may appoint
Committees.

CLXV. And

Contract to
be signed by
Five Direc-
tors.

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

Orders and
Proceedings
to be entered
in a Book.

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

Directors to
cause Ac-
counts to be
kept.

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

Chairman
and Deputy-
Chairman of
Directors to
be ap-
pointed.

CLXVIII. And be it further enacted, That at the first Meeting of Directors which shall be held after the passing of this Act, and at the first Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provisions herein contained, and at the first Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Month of *August* in each Year, except the Year One thousand eight hundred and thirty-six, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors; and the Chairman for the Time being of the said Directors shall have the Custody of the
Common

Common Seal of the said Company: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act, shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors in like Manner at the Meeting to be held next after such Vacancy to choose some other of the said Directors to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

CLXIX. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman.

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

CLXX. And be it further enacted, That *Rowland Gardiner Alston Esquire, John Bagshaw Esquire, Sir William Plunkett De Bathe Baronet, John Carruthers Esquire, Sir William Gossett, Charles Johnston Esquire, Francis Kemble Esquire, Robert William Kennard Esquire, Roger Kynaston junior, Esquire, John Marshall Esquire, William Marshall Esquire, John Masterman junior, Esquire, William Rhodes Esquire, Rees Goring Thomas Esquire, Henry Usborne Esquire, William Gordon Thomson Esquire, William Vizard junior, Esquire, Sir Henry Willoch,* and the Survivors and Survivor of them, shall be the First Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Eighteen Directors shall have been duly elected, as herein-before prescribed, the said Directors herein named shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking to such Persons desirous of taking the same as to the said Directors shall seem fit, and shall and may exercise all the Powers and Authorities by this Act given to the Directors to be elected in manner herein-before prescribed.

First Directors of the Company.

CLXXI. Provided also, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed a Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purpose of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or

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

[Local.]

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any

any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as the Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Officers to
account.

CLXXII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall, from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act; and such Account shall state when, how, and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by any other Person on their Behalf to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required, by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker or Separatist, it shall appear to such Justice that any of the Monies which shall have
been

been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods or Chattels shall not be found to answer and satisfy such Money, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal to commit to some Common Gaol or House of Correction within his Jurisdiction such Officer or Person, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

CLXXIII. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or any of their Officers or Servants, shall be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the

Company
empowered
to make
Bye Laws.

said

said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same, provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of *England* or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Accounts to
be made up
half yearly.

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

Dividends to
be declared.

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

respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

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

Names of Proprietors to be entered and certified.

‘ The Northern and Eastern Railway Company.

‘ Number

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

Form of Certificate.

CLXXVII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then, upon the same being produced at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket be given to the Party in whom the Property of such Certificate or Ticket, and of the Shares therein mentioned, shall be at the Time vested, or in case such Certificate or Ticket shall be burnt or totally destroyed, or lost, then, upon due Proof thereof, a similar Certificate or Ticket shall be given to the Party who was the Proprietor of or entitled to the Certificate or Ticket so burnt, destroyed, or lost; and a due Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the said Company in manner herein directed, the said Company receiving for every such Certificate or Ticket which shall be so

For granting new Certificates when old ones destroyed or worn out.

[Local.]

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given

given or exchanged the Sum of Two Shillings and Sixpence, and no more.

Company to enter and keep List of Proprietors of Shares.

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

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

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

some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will or in the Course of Administration shall be entitled to receive the same, or to vote or to exercise any of the Privileges of a Proprietor in respect of any Share so claimed, the said Will, or the Probate thereof, or the Letters of Administration, or any Office Copy of such Will or Letters of Administration, shall be produced and shewn to the said Company.

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

To compel
Payment of
Subscrip-
tions.

CLXXXI. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of One hundred Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest, at such Rate, not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Power to
pay Sub-
scription in
advance.

Interest to
be paid on
the Amount
in advance.

CLXXXII. And be it further enacted, That the said Directors shall have Power, from Time to Time, to make such Calls of Money from the

Power of
Directors to
make Calls.

If Calls are not paid, Interest to be charged thereon; and if Shares and Interest are not paid, the Company may sue for the same, or declare the Shares to be forfeited, and sell them.

the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of and carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or of Money paid for or in respect of any such Shares shall not amount to more than the Sum of One hundred Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that the total Amount of such Calls in any One Year shall not exceed Thirty-five Pounds upon each Share, and so that an Interval of Three Calendar Months at the least shall always elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of the next succeeding Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more *London* Newspapers and in One or more *Cambridge* Newspaper or Newspapers; and all Monies so called for shall be paid to such Persons and in such Manner as in such Notice shall be appointed, and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons and at such Times and Places as shall be appointed as aforesaid; and if any Owner of any such Share shall not so pay such his rateable Proportion, then and in such Case, and as often as the same shall happen, such Owner shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with the Interest, if any, which shall accrue for the same, then, or at any Time thereafter, it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person or Corporation so refusing or neglecting to pay any such Calls, together with Interest in manner last aforesaid, to be forfeited, and to order the same to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of Two Directors, or the Secretary or Clerk of the said Company, of such Share having been declared by the Directors forfeited, shall have been given, or sent by the Post unto, or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at the same or any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in
manner

manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration pursuant to the said Act of the Sixth Year of His present Majesty's Reign, made by some credible Person not interested before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding or Reference to such Sale, but such Declaration, and the Receipt of the Treasurer or any Two Directors of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

CLXXXIII. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call, as herein authorized, shall be more than sufficient to pay all such Arrears or Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter in payment of Calls than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences attending the same; and from and after Payment of such Arrears, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to the Owners of such Shares.

CLXXXIV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking, to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share or so many Shares (as the Case may be) in the said Undertaking, is indebted to the said Company in such Sum of Money as the Call or Calls in arrear shall amount to, for a Call or so many Calls of such Sum or Sums of Money upon a Share or so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and

Proceedings in Actions for Calls.

[*Local.*]

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on

on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, or some One such Share, and that such Notice was given as is directed by this Act of such Call or Calls having been made, without proving the Appointment of the Directors who made such Call or Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Call or Calls, unless it shall appear that the Principal Monies previously paid on any such Share, together with such Call, exceeded the Sum of One hundred Pounds on each Share, or that any such Call exceeded Ten Pounds for each Share, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Calls amounting to more than Thirty-five Pounds in the whole had been made in some One Year; and in order to prove that the Defendant was a Proprietor of such Share or Shares of the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep respectively the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and an Account of the Names of the several Corporations, and of the Names and Places of Abode of the several Persons who shall from Time to Time be entitled to Shares in the said Undertaking, shall be *prima facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

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

CLXXXV. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or, being Females, marry, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Secretary or Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given, under the Hand of Two Directors, or by the Secretary or Clerk of the said Company, to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person or of the Clerk of such Corporation, to pay his or their Proportion

Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon, or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying; or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been otherwise disposed of without such Deposition having been registered or entered, then of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sale on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last known or usual Place of Abode in *England*, if any such shall be known, and inserted in the *London Gazette* as aforesaid.

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

Shares to be deemed Personal Estate.

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

Proprietors of Shares may sell the same.

‘ I *A. B.* of _____ in consideration of the Sum of _____
 ‘ _____ paid to me by *C. D.* of _____ do hereby
 ‘ assign and transfer to the said *C. D.* Share, numbered _____,
 ‘ of _____

Form of Conveyance of Shares.

‘ of and in the Undertaking called the Northern and Eastern Rail-
 ‘ way, to hold unto the said *C. D.*, his Executors, Administrators,
 ‘ and Assigns [*or* Successors and Assigns], subject to the several
 ‘ Conditions on which I held the same immediately before the
 ‘ Execution hereof; and I the said *C. D.* do hereby agree to accept
 ‘ and take the said Share [*or* Shares], subject to the Conditions
 ‘ aforesaid. As witness our Hands and Seals the
 ‘ Day of

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

Power to
close Trans-
fer Books at
certain Pe-
riods.

CLXXXVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Fourteen Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take Notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in *London* and *Cambridge*.

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

CLXXXIX. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking after any Call shall have been made for any Sum of Money in respect of such Share, unless he or they at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of such Share.

CXC. And

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

Receipt of One Proprietor of a Share a sufficient Discharge.

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

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

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

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

‘ Northern and Eastern Railway Company.

‘ Number

‘ BY virtue of an Act passed in the Year of the Reign of
 ‘ King *William* the Fourth, intituled [*here set forth the Title*
 ‘ *of this Act*], we, the Northern and Eastern Railway Company,
 ‘ incorporated by and under the said Act, in consideration of the
 ‘ Sum of _____ to us in hand paid by *A. B.* of _____, do
 ‘ [Local.] 44 U assign

Form of Mortgage.

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

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

Form of
Transfer of
Mortgage.

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

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

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

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

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

CXCIV. And be it further enacted, That when and so soon as the Sum of Six hundred thousand Pounds, in respect of the Sum of One million two hundred thousand Pounds hereby authorized to be raised by Subscription, as herein-before mentioned, shall have been actually raised and paid up for the Purposes of this Act, it shall be lawful for the said Company, from Time to Time, by an Order of any General

Proprietors may raise Money by Mortgage in anticipation of their Capital.

or

or Special Meeting of the said Company, to borrow and take up at Interest any Sum of Money not exceeding in Amount in the whole the Remainder of the Money so authorized to be raised by Subscription on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and all the future Calls on Shares in the Capital of the said Company, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or the Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the said Sum of Six hundred thousand Pounds, in respect of the Money authorized to be raised by Subscription as aforesaid, having been so raised and paid for the Purposes of this Act, and of the making of the Order for borrowing such Sum as last herein-before recited: Provided always, that no such Mortgage shall preclude the said Company from receiving, and applying to the Purposes of the said Company, all the Calls to be made by the said Company, so long as the Principal Monies due on the Mortgage of the said Undertaking made by virtue of the Power last herein-before contained shall not exceed the Amount of all the Calls still remaining to be made in respect of the said Sum of One million two hundred thousand Pounds so authorized to be raised by Subscription as aforesaid; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variations therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of
Mortgage.

‘ Northern and Eastern Railway Company.
 ‘ Number
 ‘ BY virtue of an Act passed in the Year of the Reign of
 ‘ King *William* the Fourth, intituled [*here set forth the Title*
 ‘ *of this Act*], we, the Northern and Eastern Railway Company,
 ‘ incorporated by and under the said Act, in consideration of the
 ‘ Sum of _____ to us in hand paid by *A. B.*, do
 ‘ assign unto the said *A. B.*, his Executors, Administrators, and
 ‘ Assigns, the said Undertaking, and all future Calls on the Pro-
 ‘ prietors of the said Undertaking, and all and singular the Rates,
 ‘ Tolls, and Sums of Money arising by virtue of the said Act, and
 ‘ all the Estate, Right, Title, and Interest of the said Company in
 ‘ and to the same, to hold unto the said *A. B.*, his Executors, Admi-
 ‘ nistrators, and Assigns, until the said Sum of
 ‘ together with Interest for the same after the Rate of
 ‘ for every _____ by a Year, shall be fully paid and
 ‘ satisfied. Given under our Common Seal this
 ‘ Day of _____ in the Year of our Lord _____,

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with another to their respective

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

‘ I *A. B.* of _____, in consideration of the Sum _____ Form of
 ‘ of _____ paid by *C. D.* of _____, Transfer of
 ‘ do hereby transfer to the said *C. D.*, his Executors, Administrators, Mortgage.
 ‘ and Assigns, a certain Mortgage, Number _____, made by
 ‘ the Northern and Eastern Railway Company, to _____,
 ‘ bearing Date the _____ Day of _____, for securing
 ‘ the Sum of _____ and Interest, and all my Right,
 ‘ Estate, and Interest in and to the Money thereby secured, and in
 ‘ and to the Rates, Tolls, Sums of Money, Calls, and Property
 ‘ thereby assigned. Dated this _____ Day of _____
 ‘ in the Year of our Lord _____.’

And every such Transfer shall within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof: Provided

Power to
borrow
Money by
Mortgage in
anticipation
of Capital
not to pre-
vent the

[Local.]

44 X

exceed.

raising an additional Sum by Mortgage.

exceeding in the whole the Sum of Four hundred thousand Pounds, on the Credit of the said Undertaking, but that it shall be lawful for the said Company to borrow and take up at Interest the said Sum of Four hundred thousand Pounds, or so much thereof as they shall think proper, and as shall not have been raised by way of additional Capital as aforesaid, without waiting till the Money borrowed or taken up in anticipation of their Capital as aforesaid shall have been paid off.

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

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

Creditors not to vote.

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

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

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

Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

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

Mortgagees for unlimited Periods may demand Payment after Twelve Months from Date.

Directors may pay off such Mortgages on giving Notice.

CXCIX. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for either of the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving such Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due

For securing Repayment of Principal Money borrowed.

due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case Mortgages paid off, the Company may borrow again.

CC. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the Principal Money so secured upon Mortgage, Assignment, or Charge as aforesaid, then and in every such Case it shall be lawful for the said Company, immediately or at any Time thereafter, again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Mortgage, Assignment, or Charge as aforesaid in such Manner or to such Extent as that the Monies which shall be owing at any One Time on Mortgage or Assignment of or as a Charge upon the said Undertaking, together with the Monies (if any) which shall have been raised by way of additional Capital as aforesaid, shall amount in the whole to more than the Sum of Four hundred thousand Pounds over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company in respect of the said Sum of One million two hundred thousand Pounds so authorized to be raised by Subscription as first herein-before mentioned.

Property to revert to the Company after Payment of Mortgage Debts.

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

Power to hire Offices on Lease.

CCII. And be it further enacted, That the said Company may and are hereby authorized (if they shall think fit) to hire or take any Buildings or Lands for the Purposes of making Offices at a Distance from the said Railway on Building Leases, or as Tenants for a Term of Years or from Year to Year, and for that Purpose to enter into and execute all such Agreements, Deeds, Covenants, and Instruments as may be necessary, which shall be binding upon the said Company and their Successors.

Railway to be free on Payment of Rates, &c.

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

CCIV. And

CCIV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following; (that is to say,)

Rates of Tonnage allowed to be taken by the Company for the Use of Railway.

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and Salt, and all undressed Materials for the Repair of public Roads or Highways, the Sum of One Penny *per Ton per Mile*:

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stone, dressed, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of One Penny Halfpenny *per Ton per Mile*:

For all Sugar, Hay, Straw, Fruit, Vegetables, Grain, Corn, Flour, Dye Woods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per Ton per Mile*:

For all Cotton and other Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Three-pence *per Ton per Mile*.

CCV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,)

Tolls allowed to be taken by the Company on Carriages conveying Passengers or Cattle upon the Railway.

For every Person conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of One Penny Halfpenny *per Mile*:

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *per Mile*:

For every Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, the Sum of One Farthing *per Mile*:

And that it shall be lawful for the said Company to demand, receive, and recover, in like Manner,

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, any Toll not exceeding the Sum of Four-pence *per Mile*.

CCVI. And whereas the Mayor and Commonalty and Citizens of the City of *London* are entitled to certain Duties on Coal, Culm, and Cinders imported into the Port of *London*, or brought by the Grand Junction or *Paddington* Canals nearer to *London* than the Stone or Post at or near the North-east Point in *Grove Park* in the County of

Duties payable to the Corporation of *London* on Coals, to be paid on

Coals
brought by
the Railway
nearer to
London
than Hod-
desdon,
Herts.

Hertford, or brought down the River *Thames* nearer to *London* than the City's Stone placed on the West Side of *Staines Bridge* in the County of *Middlesex*: And whereas by an Act passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act for regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire, and Berkshire*, it was enacted, that during the Term of Seven Years, to be computed from the Thirty-first Day of *December* then next, in lieu of all other Rates and Duties payable to the Mayor and Commonalty and Citizens of the City of *London*, the Sums of One Shilling and One Penny *per Ton* on all Coals, Culm, and Cinders brought nearer to *London* on the said Grand Junction and *Paddington Canals* and River *Thames* than the Places aforesaid should be paid to such Person or Persons, and at such Place or Places, in such Manner and under such Regulations as the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled should from Time to Time direct or appoint, with such Powers for the Recovery thereof as are therein mentioned or referred to: And whereas the said Duties would be evaded if Coals, Culm, and Cinders could be brought to or near *London* by means of the said Railway without Payment thereof; be it therefore enacted, That the like Duty *per Ton* as shall for the Time being be payable to such Person or Persons as the said Mayor, Alderman, and Commons, in Common Council assembled, shall direct or appoint, on Coals, Culm, and Cinders brought by the Grand Junction and *Paddington Canals* nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City's Stone on the West Side of *Staines Bridge*, shall be paid in like Manner on all Coals, Culm, and Cinders brought by the Railway hereby authorized to be made nearer to *London* than a Stone to be placed in the Hamlet of *Hoddesdon* in the Parish of *Broxbourne* in the County of *Herts*, or in case any Deviation is made from the Line of the said Railway as near thereto as Circumstances will admit, and the same Duty shall be payable to such Person or Persons, at such Place or Places, in such Manner and under such Regulations as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall from Time to Time direct or appoint, with the same Powers and Authorities for giving Receipts for and enforcing or recovering Payment of the same as are given by the said hereinbefore recited Act of Parliament in respect of the like Duty on Coals, Culm, and Cinders brought by the said Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City's Stone on the West Side of *Staines Bridge*: Provided always, that nothing herein contained shall extend to prevent the said Railway Company, their Workmen and Agents, or other Persons using the said Railway, pursuant to the Powers contained in this Act, from bringing by the said Railway to any Point of the said Railway nearer to *London* than the said Stone in the said Hamlet of *Hoddesdon* aforesaid, or near thereunto, all such Quantities of Coal and Coke from Time to Time as shall be required to be used and shall be *bonâ fide* used for the Purposes of the Engines of the said Company, not exceeding One thousand

thousand Tons in any One Year, without any Duty being payable in respect of such Coals or Coke: Provided always, nevertheless, that if any Coals or Coke brought nearer to *London* than the said last-mentioned Stone without the Duty being paid in respect thereof, according to the Provisions herein-before contained, shall be used otherwise than for the Purposes of the Engines of the said Company, or more than One thousand Tons of such Coals or Coke shall be brought in any One Year without the Duty being paid in respect thereof as aforesaid, the said Company shall in either of such Cases, for every Ton of such Coals or Coke so brought or otherwise used, or for every Ton of such Coals or Coke exceeding One thousand Tons in any One Year, (as the Case may be,) forfeit and pay to the said Mayor and Commonalty and Citizens the Sum of One hundred Pounds, to be recovered by Action of Debt, Bill, Plaint, or Information in any of His Majesty's Courts of Record at *Westminster*.

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

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

CCVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to convey upon the said Railway all such Passengers, Cattle and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway, to charge for the Conveyance of any Passengers upon the said Railway any greater Sum than the Sum of Three-pence Half-penny *per* Mile, including the Rate or Toll herein-before granted.

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

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

Packages containing Goods of a dangerous Quality to be marked.

pany shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers
may carry
Luggage
without ex-
tra Charge.

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

Act not to
prevent the
Company
from hiring
locomotive
Engines.

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

Company
authorized
to fix the
Prices of
small Par-
cels.

CCXII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing the Sum to be charged by the said Company for small Parcels, not exceeding Five hundred Pounds Weight each, as to them shall seem proper: Provided always, that the Provision last herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the said Railway at the same Time.

Regulating
the Charge
for short
Distances.

CCXIII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Persons, or Things shall be conveyed on the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand or receive the above-mentioned Rates or Tolls (as the Case may be) for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading the same, in Cases where the loading and
unloading

unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

CCXIV. And be it further enacted, That, without Prejudice to any of the Provisions herein-before contained, in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Proportion shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass on the said Railway beyond Six Miles or any greater Number of Miles the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

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

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

Power to reduce the Rates or Tolls.

CCXVI. And be it further enacted, That it shall and may be lawful for the said Company hereby incorporated, and they are hereby empowered, from Time to Time, to make and enter into any Contract or Agreement with any Railway Company or any other Person (and which Contract or Agreement all other Railway Companies and other Persons are hereby authorized and empowered to make and enter into) either for the Division or Apportionment of Tolls, Rates, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company or other Person, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages which shall belong to the said Company hereby incorporated, or which shall pass over or along their Line of Railway, upon the Payment of such Tolls, Rates, and Duties, and under such Conditions and Restrictions, as may be deemed advisable and be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company or other Person that may be deemed advisable; and any such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting

Power to contract with other Companies.

[Local.]

44 Z

Persons

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

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

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

Rates or Tolls only payable whilst the Boards remain.

CCXVIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, except during the Time that the Board on which such Rates or Tolls shall be so painted as aforesaid shall remain affixed to such Toll House or Building at which such Rates or Tolls shall be received as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain.

Penalty on Persons de-

CCXIX. And be it further enacted, That if any Person shall, except by the Direction of the said Company, wilfully pull down, remove,

move, deface, or destroy any Board whereon any Rules, Orders, Bye Laws, Rates, or Tolls shall have been painted, according to the Directions of this Act, or any Stone or Mark set up to denote Distances on the said Railway, or shall actually or constructively concur or aid therein, he shall on Conviction forfeit and pay a Sum not exceeding Five Pounds for every such Offence.

facing the
Boards.

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

For prevent-
ing Toll
Collectors
misbehaving.

CCXXI. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Ten Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Ten Pounds or not, to seize the

Recovery of
Rates or
Tolls.

Goods,

Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or to have been paid, or any Part thereof, and the Carriage laden therewith, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rents.

Owners of Carriages to give an Account of Lading.

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

Weight of Goods ascertained.

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

CCXXIV. And

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

If any Difference concerning Weight, the Collector may weigh or measure the Carriage.

For settling
Disputes
about the
Amount of
Rates or
Tolls.

CCXXV. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or (as the Case may require) the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his respective Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties, or other Witnesses, and determine the Amount of the Rates or Tolls due or (as the Case may be) of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof on Demand such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Company
empowered
to lease the
Rates or
Tolls.

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

Power of
Re-entry in
case of Non-
performance
of Condi-
tions of
Leases of
Rates or
Tolls.

CCXXVII. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office by virtue
of

of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or any other Person, being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers or to be used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors; or by the Secretary or Clerk for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, or shall have expired, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace of the said Counties of *Middlesex, Hertford, Essex, or Cambridge*, within their respective Jurisdictions, upon Application made by the said Directors, or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part; and it shall be lawful for the said Company in every such Case, either during such Proceedings or in the Termination thereof, again to demise or let to farm the said Rates or Tolls to the same or any other Person or Corporation, or cause the same to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

CCXXVIII. And be it further enacted, That no Carriage shall carry at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any One Piece of Timber, Block or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they

Weights allowed to be carried on Railway.

they may from Time to Time direct or appoint, not exceeding Fourpence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway, without the special Licence of the said Company or their Agents, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Company to regulate the Passage on Railway.

CCXXIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations, when published and affixed as Bye Laws, shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds for every Default: Provided always, that in every Case of Infraction or Non-observance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger; or to remove or prevent such Obstruction, Nuisance, or Hindrance.

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

CCXXX. And be it further enacted, That no Carriage shall be permitted to pass along or be upon the said Railway (except in crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall pass, or in passing any public or private Carriage Road which may happen to cross the said Railway, and except also any Carriage not weighing more than One Ton carried or conveyed on a Truck or Platform along the said Railway) unless such Carriage shall be constructed agreeably to the Orders and Regulations of the said Company authorized for that Purpose, which Orders and Regulations shall be fixed on some conspicuous Part of every Toll House or other Building at which the Rates or Tolls by this Act granted shall be received; and if any Person shall pass or be upon any Part of the said Railway with any Carriage not

so constructed and approved (except as aforesaid), he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

CCXXXI. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive Engine or other Description of moving Power shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine, and to report thereon to the said Company, who shall within Seven Days after such Report, in case such Engine shall be fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, upon any Engine used upon the said Railway being out of Repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive Engine without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such insufficient Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove any such Engine from the said Railway.

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

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

Steam Engines and locomotive Engines to consume their own Smoke.

CCXXXIII. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and

Owners to put their Names, &c.

[Local.]

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carrying

on the Outside of their Carriages.

carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, in some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

CCXXXIV. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages or by any Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, either by the Confession of the Party offending, or upon the Oath, or, in the Case of a Quaker or Separatist, the Affirmation of some credible Witness, pay to the said Company or to the Person injured the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall over and above such Damages forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels, if any can be conveniently found, of the Owners of such Engine or Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs,

Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if the Value or Amount of such Trespass, Damages, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may, at the Option of the said Company or the Party injured (as the Case may be), be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made or by Default or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

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

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

CCXXXVI. Provided always, and be it further enacted, That if any Person, save and except the said Company and their Agents and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking, shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or any other Animal, except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation, as herein-after authorized, of the respective Lands through which the said Railway shall pass, every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Railway not to be used as a Passage for Horses or other Cattle.

CCXXXVII. And

Prohibiting
Cattle com-
ing on the
Railway.

CCXXXVII. And be it further enacted, That it shall be lawful for the said Company to remove any Horse, Mule, or Ass, Cow, or other Cattle, Sheep, Swine, or other Beasts that may be found on the said Railway or other Works or any Part thereof (except Horses or other Beasts of Burden actually ridden or driven directly across the said Railway at Places to be appointed for that Purpose, or for the necessary Occupation of the adjoining Lands, as next herein-after authorized); and the Owner of any such Horse, Mule, or Ass, Cow, or other Cattle, Sheep, Swine, or other Beasts, found upon the said Railway, shall forfeit and pay a Sum not exceeding Forty Shillings for every Offence.

Owners and
Occupiers of
adjoining
Lands to
cross the
Railway
without Pay-
ment of Toll.

CCXXXVIII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases where any Agreement to the contrary shall have been made with the Owners and Occupiers of such Lands, and except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with the Owners or Occupiers thereof, or otherwise according to the Provisions of this Act, or shall have paid Compensation in lieu of such Communications), at all Times to pass and repass, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly over and across such Part of the said Railway as shall be made in or upon their respective Lands for the Purpose of occupying the same Lands, not damaging or obstructing such Railway or the Passage thereof, without Payment of any Rate or Toll for the same, provided they shall not pass across or upon any other Part of the said Railway.

Penalty on
Persons on
Foot using
Railway.

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

Penalty on
Persons ob-
structing the
free Course
of Railway.

CCXL. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person actually or constructively assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds or less than Five Pounds for every such Offence.

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

CCXLII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or shall be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed, in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not nor shall any Agent or Officer of the said Company be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained. Penalty for obstructing Railway.

CCXLIII. And whereas it is expedient, for the further Security of Property, and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided should be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Ten Shillings, to be recovered and applied in like Manner Punishment of Persons in the Service of the Company for Drunkenness.

[Local.]

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as Penalties imposed by this Act are directed to be recovered and applied.

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

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

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

CCXLV. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the County, Liberty, or Place wherein such Damages or Charges shall be incurred (such Justices not being interested in the Matter in question); and where by this Act any Damages or Charges are directed to be paid, in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and empowered, on Nonpayment of the Damages in any of the Cases aforesaid, to levy

such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

CCXLVI. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury, of any Nature or Kind soever, done or committed by the said Company or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant, under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

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

CCXLVII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Essex, or Cambridge*, (as the Case may require,) on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices, and the Overplus (if any) of the Monies so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, One Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted

Recovery and Application of Penalties.

convicted to be retained in safe Custody until Return can conveniently be made to such Warrant of Distress, or unless such Offender shall give sufficient Security to the Satisfaction of such Justices of the Peace for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress, such Time being not more than Eight Days from the taking of such Security, and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but in case upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued (in which last-mentioned Case such Justices shall not be required to issue such Warrant of Distress), then and in such Cases such Justices are hereby required, by Warrants under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the County or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be sooner paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

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

For securing Offenders whose Names and Residences are unknown.

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

CCL. And

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

Forms of
Information
and Con-
viction:

to wit. } BE it remembered, That on the _____ Day
of _____ A. B. of _____ informeth
me C. D., One of His Majesty's Justices of the Peace for the
County [as the Case may be], that E. F. of
[here describe the Offence, and the Time and Place when and where
committed], contrary to an Act passed in the
Year of the Reign of His Majesty King William the Fourth,
intituled [insert the Title of this Act], which hath imposed a For-
feiture of _____ for the said Offence. Taken
the _____ Day of _____ before me, C. D.'

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

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

Justices to
appoint Spe-
cial Con-
stables.

[Local.]

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CCLII. And

General
Power to
Justices to
administer
Oaths.

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

For com-
pelling Wit-
nesses to at-
tend.

CCLIII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or, in the Case of a Quaker or Separatist, on an Affirmation to give Evidence before such Justices, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Persons
aggrieved
may appeal
to Quarter
Sessions.

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

CCLV. And

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

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

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

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

CCLVII. And be it further enacted, That in case any Fiat of Bankruptcy shall be awarded against any Person upon whom the said Company shall have any Claim or Demand it shall be lawful for any Person who shall from Time to Time in that Behalf be appointed by Writing under the Hand of any Three or more of the Directors of the said Company for the Time being to act on behalf of the said Company in respect of any such Claim or Demand, and for that Purpose to do all the same Acts and to have and exercise all the same Powers and Privileges as to the Establishment or Proof of Debts, voting in the Choice of Assignees, and signing Certificates, and otherwise, in respect of or relating to the Claim or Demand of the said Company, as any Person, being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

How Debts may be proved in Cases of Bankruptcy.

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

Directors empowered to grant Releases to Witnesses.

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

Authentic-
ated Bye
Laws to be
Evidence.

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

Distress not
unlawful for
Want of
Form.

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

Proceedings
not to be
quashed for
Want of
Form.

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

Limitation
of Actions.

CCLXII. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding, of what Nature soever, shall be

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

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

Plaintiff not to recover after Tender of Amends.

CCLXIV. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed under the Authority of this Act, shall, by reason or means or on account of his being a Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities

Directors not personally answerable for Acts legally done as Directors.

[*Local.*]

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given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere, and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors, or any of them, shall not, by reason of or on account or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company, in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of the Directors.

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

Company to keep an Account of Tolls, and permit Overseers of the Poor to inspect the same.

CCLXVI. And be it further enacted, That in all Cases in which the said Company shall carry, for their own Profit, any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept shewing the Amount of Rates and Tolls which would have been received by the said Company in respect of such Passengers, Cattle, or other Animals, Matters, or Things, if carried by any other Party or Parties, and the said Company shall also keep a separate Account of the Amount of the Rates or Tolls which shall from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle, or other Animals, Goods, Wares, Merchandize, Articles, Matters, or Things, carried by any other Party or Parties, and shall add up and state such Accounts half-yearly to the First Day of *February* and the First Day of *August* in every Year, and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have Access to and Liberty to inspect the same at all seasonable Times in the Day-time, and to take Extracts therefrom.

Provision for Deficiencies of Land Tax.

CCLXVII. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land

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

CCLXVIII. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Lands chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company, under the Authority of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Value to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons, before entering into the Possession of the said Lands; and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds after deducting therefrom the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable for such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been

Compensation for Corn Rents in lieu of Tithes to be made by Payment of a Sum in gross.

been assessed at or would have been payable in respect of the same in case they had been assessed alone under the Authority of the Act under which the said Composition for Tithes has taken place; and the Rector, Vicar, or other Persons entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent, by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits, in, upon, or over the said last-mentioned Lands and Grounds, or otherwise, as he or they had or were entitled to in respect of the whole of the said annual Sum or Corn Rent.

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

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

The Company empowered to purchase Interests in Lands the Purchase whereof may have been omitted by Mistake.

CCLXX. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of this Act any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions herein-before contained, then, notwithstanding such Estate, Right, or Interest, and whether the last-mentioned Period of Three Years shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of this Act; but the said Company shall with all convenient Speed purchase or pay Compensation or Satisfaction for such Estate, Right, or Interest; and the Purchase Money, Compensation, or Satisfaction to be paid for the same shall be agreed on or awarded and paid, and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as according to the Provisions herein-before contained the same respectively would have been agreed on or awarded and paid, and vested, barred, or extinguished, in case the said Company had purchased or paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as Circumstances will admit: Provided

vided always, that if such Purchase Money, Compensation, or Satisfaction shall not be paid within Three Calendar Months after the same shall have been agreed upon or awarded, then and from thenceforth the Powers hereby granted in respect of such last mentioned Lands shall cease and determine, and the said Company shall not only cease to be entitled to remain in the Possession of such Lands, but shall and may be ousted therefrom.

CCLXXI. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge*, or either thereof, assembled at any General or Quarter Sessions of the Peace to be held in and for the said Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge* (as the Case may be), at any Time before the Expiration of the said Term of Five Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of One or more Witnesses upon Oath, or, in case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

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

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

If Railway abandoned the Land to revert to original Owner.

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

Saving the Rights of the Commissioners of Sewers of Holborn and Finsbury.

CCLXXIV. And be it further enacted, That in case it shall be necessary for the Purposes of this Act that any Sewers or Drains within the Jurisdiction of His Majesty's Justices and Commissioners
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Power to stop up or otherwise interfere with

Sewers in Tower Hamlets, with Consent of Commissioners for that District.

of Sewers for the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall 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, upon Application to the said Commissioners of Sewers by Petition or otherwise, and upon obtaining the Consent of the said Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall 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, of the Dimensions of Four Feet Six Inches by Three Feet in the clear, with the necessary Junctions and Communications to connect such Sewers so to be made with the existing Sewers, 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 the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall Marsh*) to all Intents and Purposes whatsoever.

Saving the Rights of the Commissioners of Sewers for the Tower Hamlets.

CCLXXV. Provided always, and be it further 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, affect, or take away any of the Rights, Powers, Jurisdiction, or Authority vested in the Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall Marsh*) in the County of *Middlesex*, but that all the Rights, Powers, 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 contained to the contrary thereof in anywise notwithstanding.

Act liable to Regulation by a General Act.

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

Public Act.

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

SCHE-

SCHEDULE to which this Act refers.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of St. Luke Old Street.</i>				
1	House, Garden, and Premises.	Reverend Sir Herbert Oakley, Prebendary of Saint Paul's.	Mr. Parish	Mary Cross.
2	Ditto	Ditto	-	Thomas Hughes.
3	Ditto	Ditto	W Hewitson	W Hewitson.
4	Ditto	Ditto	William Starling	William Starling.
5	Ditto Yard and Premises.	Ditto	-	Robert Spencer.
6	Ditto	Ditto	-	Charles Bannister.
<i>Parish of St. Mary Islington.</i>				
4	House, Yard, and Garden.	James Taylor	J. L. Andre	William Staples.
6	Garden	Samuel Pullen	James Taylor Francis Warin	James Taylor.
7	House, Yard, and Premises.	James Taylor		John Lyons.
8	Ditto	Ditto		Sophia Wilkinson
12	Brick Field and Counting-house.	Samuel Pullen	James Rhodes	James Rhodes.
21	Public House, Outbuildings, and Yard.	Ditto	Charles and James Rhodes.	John George Ufford and John Percy Oldershaw.
22	Two Dwelling Houses, Yard, and Outbuildings.	Ditto	Ditto	William Manning, William Tylney, and Thomas Freeman.
32	Three Dwelling Houses.	Master and Wardens of the Clothworkers Company.	-	Unoccupied.
35	Dwelling House and Beer Shop.	Mr. Scott	James Coulson Peter Paterson	James Coulson.
36	Dwelling House and Premises.	Ditto		James Bruce Stuart.
37	Ditto	Ditto		J. B. Richmond.
38	Ditto	Ditto		William Dell.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
40	Dwelling House, Garden, and Sheds.	Mr. Scott	Mr. B. Beeton	Emma Miller.
41	Ditto	Ditto	John Jacques	John Jacques.
42	Ditto	Ditto	William Rea	William Rea.
43	Ditto	Ditto	Mr. Barnes and Mr. Jennings.	George Banting.
44	Ditto	Ditto	Mr. Stocker	John William Frost.
45	Ditto	Ditto	Mr. Clay	Saul Andrade.
46	Ditto	Ditto	Ditto	Abraham Lawton.
47	Ditto	Ditto	Ditto	George Archer.
48	Ditto	Ditto	Ditto	Charles Francis Footvoy.
49	Ditto	Ditto	Mrs. James and Mr. Walters, Mortgagees in Possession.	William Newton.
50	Ditto	Ditto	Ditto	Charles Rosamond.
52	House, Garden, and Premises.	Ditto	Ditto	John M. Bain
53	Ditto	Ditto	Ditto	Charles Chirney.
54	Ditto	Ditto	Ditto	Robert Moore Dixon.
55	Ditto	Ditto	Ditto	William Farmer.
56	Ditto	Ditto	James Coulson	Thomas Holliday
57	Ditto, and Stables	Ditto	} Boswell Beton {	Charles Roberts.
58	Ditto	Ditto		Miss Petts.
59	Ditto	Ditto	John Collier	John Collier.
60	Ditto	Ditto	Henry Jacobs	Abraham Rutherford.
61	Ditto	Ditto	William Glover	Thomas Strutt.
62	Ditto	Ditto	Ditto	George Oliver Stevens.
63	Ditto	Ditto	Ditto	John Brady.
64	Ditto	Ditto	Ditto	John Acton Boden.
65	Ditto	Ditto	Ditto	William Glover.
66	Ditto	Ditto	Ditto	John Honeyball.
67	Ditto	Ditto	Boswell Beton	Charles Murley.
68	House, Garden, and Premises.	Ditto	Ditto	George Gray.
69	Ditto	Ditto	Ditto	Thomas Sage.
70	Ditto	Ditto	Ditto	William Atkins.
71	Ditto	Ditto	Ditto	John Huddleston.
72	Ditto	Ditto	Ditto	John Murdock.
73	Ditto	Ditto	John Harvey	Martin Brown.
74	Ditto	Ditto	Ditto	David Burwash.
75	Ditto	Ditto	Ditto	John Stead.
76	Ditto	Ditto	Ditto	Christopher Kipling.
77	Ditto	Ditto	John Wilson	John Wilson.
78	Ditto	Ditto	Ditto	Ammel Ingold Strutt.
79	Ditto	Ditto	Sally Frances Lewis	George Nicholson.
80	Ditto	Ditto	Ditto	Joseph Price.
81	Ditto	Ditto	Charles Beton	Charles Beton.
82	Ditto	Ditto	Ditto	Thomas Gleadall.
83	Ditto	Ditto	William Smith	Thomas Twycross.
84	Ditto	Ditto	Ditto	Charles Lindsay
85	Yard and Sheds	Ditto	Ditto	William Smith.
86	House and Garden	Ditto		Unoccupied.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
87	Foundation of House and Yard.	Mr. Scott	William Smith	Unoccupied
89	House, Garden, and Premises.	Ditto	David Durrant	David Durrant.
90	Ditto	Ditto	Richard Davies John Ingle Thomas Ni	— Stephens.
91	Ditto	Ditto		Unoccupied.
92	Ditto	Ditto		Joseph Wingrave.
93	Ditto	Ditto		Thomas Nias.
94	Ditto	Ditto		Edward Abbott.
95	Ditto	Ditto		Patrick Smith.
96	Ditto	Ditto		Francis Kruckenburgh.
97	Ditto	Ditto	William Ingle Thomas Nias	Unoccupied.
98	Ditto	Ditto		William Justine.
99	Ditto	Ditto		Unoccupied.
100	Ditto	Ditto		Eliza Hackman.
101	Ditto	Ditto	John Ingle and Thomas Nias.	Unoccupied.
102	Ditto	Ditto		Daniel Low.
104	House and Premises	Ditto	William Ingle and Thomas Nias	Void.
105	House, Yard, and Premises.	Ditto		Daniel Low, junior.
106	Ditto	Ditto	Mr. Williams	Frederick William Dunn.
107	Ditto	Ditto	Ditto	Arthur Daniel.
108	Ditto	Ditto	Mr. Elstone and Thomas Nias.	John Scobell.
109	Ditto	Ditto	John Ingle	Unoccupied.
110	Ditto	Ditto	Ditto	Richard Palin.
111	Ditto	Ditto	Mr. Elstone and Mr. Nias	Thomas Cook.
112	Ditto	Ditto	Ditto	George Welden Hepworth.
113	Ditto	Ditto	Ditto	Mr. Morgan.
123	House, Garden, and Premises.	John Perkins, late William Rhodes.	John West	James Noakes.
124	Ditto	Ditto	Ditto	Thomas Baker.
125	Ditto	Ditto	Ditto	Peter Spicer.
126	Ditto	Ditto	Ditto	Unoccupied.
127	Ditto	Ditto	Ditto	William Ranger.
128	Ditto	Ditto	Ditto	George Nicholls.
129	Three Cottages and Gardens.	Ditto	Ditto	John Collard.
130	Building Ground	Ditto	Ditto	Jane Scott.

Parish of St. John Hackney.

1	House and Building Ground.	Richard Benyon de Beauvoir.	-	-	Richard Stokes.
3	Building Ground	Ditto	-	-	John Perkins.
5	Garden and Shed	Ditto	-	-	Richard Stokes.
6	Garden Ground	Ditto	-	-	Richard Stokes and Thomas England.
12	House, Outbuildings, and Gardens.	Ditto	-	-	William Tucker.
13	Ditto	Ditto	-	-	William Ware.
14	Ditto	Ditto	-	-	John Barmell.

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No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
15	House, Outbuildings, and Garden	Richard Benyon de Beauvoir.	George Bailey	John Bloomfield.
16	Ditto	Ditto	- -	Thomas Hackett.
17	Ditto	Ditto	- -	Unoccupied.
18	Ditto	Ditto	John Woodyer	James Oram.
19	Ditto	Ditto	George Bailey	George Bailey.
20	Ditto	Ditto	George Hughes	George Wood.
21	Ditto	Ditto	- -	Luke Taft.
22	Ditto	Ditto	- -	J. Lott and Mr. Whitney.
23	House, Outbuildings, and Garden.	Ditto	Mrs. Wilson	Jesse Howland.
24	Ditto	Ditto	Ditto	Joseph Tibbetts.
25	Ditto	Ditto	Ditto	John Gable.
26	Ditto	Ditto	Ditto	J. Sibthorpe and White.
27	Ditto	Ditto	Ditto	Thomas Oram.
28	Ditto	Ditto	Ditto	William Colleau.
29	Ditto	Ditto	Ditto	John Dewitt.
30	Ditto	Ditto	Ditto	John Barnard and Edward Potkins.
31	Ditto	Ditto	Ditto	Unoccupied.
32	Ditto	Ditto	Ditto	Richard Parlour.
34	House, Yard, and Outbuilding.	Ditto	Robert Winter	John Franklin.
35	Ditto	Ditto	Ditto	Mary Arrett.
36	Ditto	Ditto	Ditto	Christopher Cross.
37	Ditto	Ditto	Ditto	Mrs. Hughes.
38	Ditto	Ditto	Ditto	John Streatfield.
39	Ditto	Ditto	Ditto	Sarah Buxton.
40	Ditto	Ditto	Ditto	George Simmons.
41	Ditto	Ditto	Ditto	Robert Horne, and unoccupied.
42	Ditto	Ditto	James Simmonds and Frances Susanna Redaway.	Unoccupied.
43	Garden	Ditto		Charles Hankinson and Thomas Tebworth.
45	House, Outbuildings, and Garden.	Ditto	Robert Winter	William King.
46	Ditto	Ditto	Ditto	William Holloway.
47	Ditto	Ditto	Ditto	John Malkin.
48	Ditto	Ditto	Ditto	Daniel Green.
49	Ditto	Ditto	Ditto	James Bixley.
50	Ditto	Ditto	Ditto	John Maynard.
51	Ditto	Ditto	Ditto	John Clune.
52	Ditto	Ditto	Mr. Dove	Unoccupied.
53	Ditto	Ditto	Ditto	Charles Brown.
54	Ditto	Ditto	Mrs. Prime	Baker, Wilcox, and Bond.
55	Ditto	Ditto	Ditto	Unoccupied.
56	School House and Chapel.	Trustees of Union Row School.	James Simmons and Frances Susannah Redaway.	
57	Timber Yard and Buildings.	- -	Robert Winter	Thomas Porter.
58	Stable and Buildings	Richard Benyon de Beauvoir.	Ditto	George Bird.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.	
<i>Parish of St. Mary Islington — continued.</i>					
132	House, Yard, and Outbuildings.	The Governors of Saint Bartholomew's Hospital.	Mr. Alderman	John Crennis.	
133	Ditto	Ditto	Mr. Barnes	William Hedge.	
134	Ditto	Ditto	Mr. Rowell	Elizabeth Pickup.	
135	House and Garden.	Ditto	William Rivett	Ann Valentine.	
136	House and Yard	Ditto	Mr. Hanson	— Capron.	
137	Ditto	Ditto	Ditto	Samuel Shearman.	
138	Ditto	Ditto	Mr. Souter	James Shearman.	
139	Ditto	Ditto	Ditto	John Evans.	
140	Ditto	Ditto	Ditto	William Hott.	
141	Ditto	Ditto	Ditto	Unoccupied.	
142	Ditto	Ditto	Ditto	Ditto.	
143	Ditto	Ditto	Ditto	Eleanor Wiles.	
144	Ditto	Ditto	Ditto	Elizabeth Andrews.	
145	Ditto	Ditto	Ditto	John Hayworth.	
146	Ditto	Ditto	Ditto	John Beazley.	
147	Ditto	Ditto	Colonel Maberly	Mary Ray.	
148	Ditto	Ditto	Ditto	Thomas Colly Haynes.	
149	Ditto	Ditto	Mr. Dunn	Charles Holmes.	
150	Ditto	Ditto	Charles West	Unoccupied.	
152	Ditto	Ditto	Mr. Souter	John Chambers.	
153	Ditto	Ditto	Ditto	Mary Franklin.	
154	Ditto	Ditto	Ditto	Ann Giddins.	
155	Ditto, Ditto, and Outbuilding.	Ditto	Ditto	William Kilby.	
156	Ditto	Ditto	} Ditto, and Executors of — Parke, deceased.	Unoccupied.	
157	Ditto	Ditto		Thomas Osborne.	
158	Ditto	Ditto		John Warboy.	
159	Ditto	Ditto		Henry Fry.	
160	Ditto	Ditto		Charles Sack.	
161	Ditto	Ditto	Daniel Hole.		
162	Part of Bartholomew Chapel.	Ditto.			
163	Stables and Yard	Ditto	Thomas Gainson	Thomas Gainson.	
165	Three Houses and Buildings.	William Hobson	Edward Rogers	Edward Rogers, Charles Simmons, and Francis Davis.	
166	One ditto, and Yard	Ditto	Mr. Vernon	Adam Clarke.	
167	Ditto	Ditto	} Henry Munroy Mr. Adam Clarke Mr. Smith	Robert Barnett.	
168	Ditto	Ditto		Henry Munroy.	
169	Ditto	Ditto		James Edwards.	
170	Ditto	Ditto		Charles James Crank, and unoccupied.	
171	Ditto	Ditto		James Mann.	
172	Ditto	Ditto		Stephen Price.	
173	Ditto	Ditto		John Clarke.	
174	Ditto	Ditto		John Garrod.	
175	Ditto and Yard	Ditto		Mr. Roper	Robert Harwood.
176	Ditto	Ditto		Mr. Vernon	Unoccupied.
177	House, Garden, and Outbuilding.	Ditto	- -	Henry Cain.	
178	Cottage and Garden.	Ditto	- -	Unoccupied.	

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
179	House and Garden	William Hobson	Mrs. Smith	Mrs. Smith.
180	House and Garden	Mr. Hobson	- -	Mary Ufford.
181	Ditto	Ditto	- -	Priscilla Thorpe.
184	Kingsland Green	Mr. Powell.		

Parish of St. John Hackney — continued.

60	Part of Dwelling House.	The Governors of St. Bartholomew's Hospital.		John Beazley.
61	House, Yard, and Outbuilding.	Ditto		Charles Richards.
62	Ditto	Ditto	Mrs. Mary May, Mr. Souter, and Thomas Gainson	John Gardner.
63	Ditto	Ditto		John Nind.
64	House, Warehouse, and Building.	Ditto		Thomas Gainson and John Nind.
65	House, Yard, and Building.	Ditto		William Gilby.
66	Toll House and Turnpike Gate.	Trustees of Metropolitan Roads.	Elisha Ambler.	
67	Part of St. Bartholomew Chapel.	The Governors of St. Bartholomew's Hospital.		
69	Part of Kingsland Green.	Mr. Powell.		
70	Dwelling House	Henry Tomlinson	- -	Henry Tomlinson.
71	Shop and Premises	Ditto	- -	Same.
72	House, Yard, and Outbuilding.	Ditto	- -	Thomas Buck.
73	House and Yard	Ditto	- -	Daniel Cole.
74	Ditto	Samuel Needham	- -	Theophilus Gisburne.
75	Ditto	Ditto	- -	John Johnson.
76	Ditto	Ditto	- -	Mary Bird.
78	Ditto	W. G. D. Tyssen	John Beake	John Owen.
79	Ditto	Ditto	Ditto	William Prosser.
80	Ditto	Ditto	Ditto	Charles Edwards.
81	Ditto	Ditto	Ditto	Unoccupied.
82	House, Yard and Stable.	Ditto	- -	Thomas Richardson.
83	House and Yard	Ditto	John Squire	James Elwood.
84	Ditto	Ditto	Ditto	Mr. Smith.
85	Ditto	Ditto	Ditto	James Mason.
86	Ditto	Ditto	Ditto	Anne Brooke.
87	Ditto	Ditto	Ditto	Charles Petty.
88	Ditto	Ditto	Ditto	Horatio Fletcher.
89	Ditto	Ditto	Ditto	William Gold
90	Ditto	Ditto	Michael Bromley	Michael Bromley.
91	Ditto	Ditto	Frederick John Everard	Frederick John Everard.
92	Ditto	Ditto	- -	Thomas Shirley.
93	House, Yard, and Buildings, King's Arms.	Ditto	Truman, Hanbury, and Co.	Francis Weeks.
94	House, Yard, and Buildings.	Ditto	Ditto	James Kings.
95	Ditto	Ditto	Ditto	James Higgs.
96	Ditto	Ditto	Mary Ann Ellis	Charles Sapsworth.
97	Ditto	Ditto	Mary Ann Ellis	William Holdsworth.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
98	House, Yard, and Buildings.	W. G. D. Tyssen	John and George Jeffkin.	Benjamin Handy.
99	Ditto	Ditto	Executors of Job Jeffkin.	Jonathan Spinks.
100	Ditto	Ditto	Mr. Greenfield	William Dancaster.
101	Ditto	Ditto	William Cumberlege.	William Matthews, junior.
102	House, Garden, and Outbuildings.	Ditto	Same	John Fox.
103	House, Yard, and Premises.	Ditto	William Harrington and Matthias Ramsdale.	Jonathan G. Sparrow.
104	Ditto	Ditto	Ditto	James Wilkinson.
105	Ditto	Ditto	Ditto	William Newell.
106	Ditto	Ditto	Ditto	Richard Sims.
107	Ditto	Ditto	Ditto	George Newcome.
108	Ditto	Ditto	Matthias Ramsdale	Samuel Stevens.
109	Ditto	Ditto	Ditto	John Cripps.
110	Ditto	Ditto	Ditto	John Boddington.
111	Ditto	Ditto	Ditto	Thomas Brett.
112	Ditto	Ditto	Ditto	Henry Irons.
113	Ditto	Ditto	Ditto	William Thomas.
114	Ditto	Ditto	Ditto	Thomas Budd.
116	Public House, Yard, Garden, and Outbuildings.	Ditto	Matthias Ramsdale and Abraham Golding.	Abraham Golding.
117	House, Yard, and Outbuildings.	Ditto	Matthias Ramsdale and William Winterbourne.	Mary Bray.
118	Ditto	Ditto	Ditto	George William Carter.
119	Ditto	Ditto	Ditto	Mrs. Pattison.
120	Ditto	Ditto	Ditto	Mr. Meadows.
121	Garden Ground	Ditto	Ditto	Mr. Goodram.
122	House, Yard, and Outbuildings.	Ditto	Ditto	William Chambers.
123	Ditto	Ditto	Ditto	Henry Batts.
124	Ditto	Ditto	Ditto	James Worboys.
125	Ditto	Ditto	Ditto	William Champlin.
126	Ditto	Ditto	Ditto	William Mann.
127	Ditto	Ditto	Ditto	Zachariah Huggins.
128	Ditto	Ditto	Ditto	Benjamin Orford.
129	Ditto	Ditto	Ditto	William Hutchins.
130	Ditto	Ditto	Ditto	Horatio Tibby.
131	Ditto	Ditto	Ditto	William Meredith.
132	House, Yard, and Outbuilding.	Ditto	Matthias Ramsdale	Joseph Hand.
133	Ditto	Ditto	Ditto	John Knight.
134	Ditto	Ditto	Ditto	Thomas Dillon.
135	Garden	Ditto	Ditto	Ditto.
136	House, Yard, and Outbuilding.	Ditto	Ditto	James Watson.
137	Ditto	Ditto	Ditto	George Lambert.
138	Ditto	Ditto	Ditto	John Cambridge.
139	Ditto	Ditto	Ditto	Charles Stanborough.
140	Ditto	Ditto	Ditto	Joseph Lynch.
141	Garden	Ditto	William Hobson	Joseph Conquest Hartwell.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
172	Garden Ground	W. G. D. Tyssen	William Hobson	Joseph Baddeley.
171	Ditto	Sir Robert Graham	T. and W. Rhodes	James Dove.
177	Meadow, Brick Ground, and Shed.	W. G. D. Tyssen	William Hobson	Thomas Saunders.
171	Garden Ground	Sir Robert Graham	Thomas and William Rhodes.	James Dove.
172	Ditto	W. G. D. Tyssen	William Hobson	Robert Baddely.
174	Potatoe Ground	Ditto	Ditto	Ditto.
176	Garden Ground	Sir Robert Graham	Ditto	Joseph Baddely.
177	Meadow, Brick Ground, and Shed.	W. G. D. Tyssen	Ditto	Thomas Saunders.
186	Garden Ground	Ditto	Ditto	Mrs. Carey.
187	Building Ground	Ditto	James Newman	James Newman.
188	Garden Ground	Ditto	John Donnison	John Donnison.
192	Cottage, Garden, Ground, and Premises.	Ditto	Philip Slater Boulton	Richard Franklin.
193	Garden Ground.	Ditto	Robert Ralfe	Robert Ralfe.
195	Osier Bed and Garden Ground.	C. Munro	William Adamson	William Adamson.
204	Ditto	W. G. D. Tyssen	Ditto	Ditto.
206	Two Dwelling Houses, Yards, and Outbuildings.	Ditto	James Gunnell	Thomas Driver and Samuel Perkins.
207	Two Ditto	Ditto	Ditto	James Gunnell and Phillip Corneth.
208	Outbuildings and Yard.	Ditto	Martha Turner	Martha Turner.
209	Dwelling House, Stable, Outbuildings, Garden, and Paddock.	Ditto	Ditto	William Linton, Samuel Neal.
211	Dwelling House and Garden.	Ditto	William Hurson, Mr. Showell.	William Batson.
212	Ditto	Ditto	William Hurson and Mrs. Trigg.	James Osborne.
213	Ditto	Ditto	William Hurson and Mrs. Trigg.	Robert Seaborne.
214	Ditto	Ditto	William Hurson and Mrs. Trigg.	John Ward.
215	Ditto	Ditto	William Hurson and Thomas Botwright	Robert Trayhorn.
216	Ditto	Ditto	William Hurson and John Hampton	Thomas Colewell.
217	Ditto	Ditto	Charles Goodland	William Tickner.
218	Ditto	Ditto	William Hurson	Stephen Allen.
219	Ditto	Ditto	William Hurson	Thomas Skinner.
220	Garden Ground	Ditto	William Adamson	William Adamson.
221	Meadow and Shed	Ditto	John Scarnett	John Scarnett.
222	Garden	Ditto	William Jupp	William Jupp.
223	Garden and Meadow	Ditto	Edward Burmester	Edward Burmester.
224	Garden	Ditto	Peter Patteson	Samuel Stallard.
229	Dwelling House, Garden, Stables, Coach House, Outbuildings, and Premises.	Ditto	Hugh Parnell	Hugh Parnell.
230	Dwelling House, Garden, Outbuildings, and Premises.	Ditto	Charles Buck	Jane Hicks.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
231	Dwelling House, Buildings, and Premises.	W. G. D. Tyssen	Isaac Robson, jun.	James Baker.
232	Ditto	Ditto	Isaac Robson and Thomas Gregory.	Reverend Thomas Gregory.
235	Dwelling House, Garden, and Premises.	Mary Heyman	-	Unoccupied, late Hill-yard.
236	Ditto	Ditto	John Hutchinson	John Hutchinson.
237	Ditto	Ditto	-	William Flint Sadler.
238	Ditto	Ditto	John Morris	Mr. Barrow.
239	Dwelling House, Stables, Outbuildings, Garden, and Meadow.	Ditto	Reverend Charles James Heathcote.	Reverend Charles James Heathcote.
240	Dwelling House, Garden, and Front Court.	Solomon Sheldon	Henry Sanford	George Walker.
241	Ditto	Ditto	Ditto	Charles T. Starbuck.
242	Ditto	Ditto	Ditto	William Henry Filstone.
243	Ditto	Ditto	Henry Sanford, Silvia Moots.	Silvia Moots.
246	Piece of Land for Building, at present Meadow.	Henry Sanford	-	Henry Sanford.
247	Dwelling House, Garden, Stable, and Outbuildings.	Charles Buck	-	Charles Buck.
248	Ditto	Samuel Tyssen	William Dennis	Alexander Bell.
249	Ditto	Ditto	Ditto	Void.
250	Ditto	Ditto	Ditto	John Scott.
251	Ditto	Ditto	Ditto	Samuel Sharwood.
252	Ditto	Ditto	James Montague	James Montague.
253	Spring Lane Cottages, Nos. 1 and 2.	Ditto	James Lang	Unoccupied.
254	Cottage and Garden	Ditto	Ditto	Hannah Humfray.
255 and 256	Dwelling House, Stables, Coach House, Outbuildings, Gardens, Plantations, and Meadow.	Thomas Bross	Jeremiah Greatorex.	Jeremiah Greatorex.
258	Plantation	Samuel Tyssen	James Lang	James Lang.
259	Meadow and Garden	Ditto	Keturah Taylor	Keturah Taylor.

COUNTY OF MIDDLESEX.

Parish of Tottenham.

4	Wharf, Cottage, and Garden.	The Trustees of I. O. Freeme, Esquire.	John Craven, Esquire.	Lewis Bryant, James Gaywood.
23	House, Garden, Barn, Outbuildings, and Yard.	Thomas Sparkes	Leonard Willan	Leonard Willan.

No. on Plan.	Description of Property.	Owner or reputed Owner	Lessee.	Occupiers.
27	Two Dwellings and Gardens.	Philip Thomas Hunt.	- -	William Gregory, John Brown.
72	House, Garden, Barn, Yard, and Premises.	Daniel James Chasereau.	William Delano	William Delano.
76	Dwelling and Garden	Catherine Ratcliffe	- -	Catherine Ratcliffe.
81	Farm Yard, Buildings, and Premises.	Rector of St. Luke's	- -	Thomas Tuck.

Parish of Edmonton.

7	Rick Yard, Buildings, Moat, and Premises.	Charles Snell Chancey, Nathaniel Snell Chancey, and James Holbrook.	- -	Stephen Read.
15	Two Cottages and Gardens.	Edward Busk	William Boswell	William Boswell and William Dean.
33	Public House, Yard, Garden, Orchard, and Buildings.	Honora Coleman	William Abdey	William Abdey.
34	Farm House, Yard, Garden, and Buildings.	Thomas Etheridge	James Peter Dickenson.	James Peter Dickenson.
35	Farm House, Barns, Buildings, Yard, and Garden.	Devizees of Bowles	- -	Joseph Ellis.
41	Farm House, Garden, Barn, Yard, and Outbuildings.	Trustees of Mudgett.	- -	William Boards.

Parish of Enfield.

8	Farm House, Barn, Yard, Garden, and Buildings.	Devisees of A. and G. Nash.	John Moore	Matthew and Mark Lough.
12	Mill, Dwelling House, Gardens, and Buildings, with private Road and Lodge.	Sir Cunliffe Smith	Augustine George	Augustine George.
27	Plantation and Meadow.	Newell Connop	- -	Newell Connop.
41	Ozier Bed.	Sarah Connop	- -	Robert Hammond.
48	Ditto	Mrs. Naylor	Stephen Potts	Stephen Potts.
69	Barn and Meadow	Henry Connop	- -	Hills Dodd.
71	Farm House and Yard, Outbuildings, Barn, and Garden.	Henry Connop, J. Barnes, and James Crump.	- -	Daniel Coldham.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
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COUNTY OF HERTFORD.

Parish of Cheshunt.

6	Four Cottages and Gardens.	The Governors of Bethlem Hospital.	Henry Heward	Caleb Winham, William Pritchard, William Gayswood, Edward Ovenden.
7	Two Ditto	Trustees of Parker.	- -	James Frillam, and Ishmael Richards.
8	Two Ditto	R. and H. Dyson	- -	Joseph Argent and Thomas Goss.
9	Turnpike House	Trustees of Cheshunt Roads.	- -	John Beckley.
16	Two Houses, Gardens, and Buildings.	Kenrick Collett	James Viner	James Viner and John Wilks.
25	Meadow and Barn	William Tonson	- -	Richard Wilson.
27	Cottage and Garden	William Pearse	- -	Samuel Dawkins.
27a.	Two Cottages and Gardens.	William Henry Power	- -	John Pomfrey and John Spiller.
29	House and Garden	Nathaniel Easton	- -	John Mitchell.
57	Common Marsh, Cottage, and Garden.	Sir G. B. Prescott, and the Parishioners of Cheshunt.	- -	Ann Bray.
58	Two Cottages, Gardens, and Outbuildings.	Samuel Eastwick	- -	Samuel Eastwick and William Newnham.
59	Cottage and Garden	Henry Crawter	- -	Edward Barnes.
60	Dwelling House, Windmill, Steam Mill, and Buildings.	Osborne Delano Osborne.	- -	George York.
84	Meadow and Shed	John Early Cooke	- -	John Early Cook,
87	Farm House, Buildings, Orchard, Gardens, Plantation, Shrubbery, and Land.	Ditto	- -	Ditto.

Parish of Broxburne.

15	Meadow, Gardens, and Buildings.	George Jacob Bosanquet.	Nicholas Lewis Lutyens.	Nicholas Lewis Lutyens.
18	Dwelling House, Garden, Plantation, and Outbuildings.	Nicholas Lewis Lutyens.	- -	Ditto.

[Local.]

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
19	Mill, Dwelling House, Outbuilding, Meadow, Wharf, Buildings, and Premises.	George Jacob Bosanquet.	- -	Michael Heaver and George Allen.
20 } 21 }	Meadows and Gardens.	Bishop of London	George Jacob Bosanquet.	Reverend Thomas Pickthall and Reverend Francis Thackeray.

COUNTY OF ESSEX.

Parish of Roydon.

12	Roydon Wood	- -	- -	The Honorable William Pole Tylney Long Wellesley.
14	House, Buildings, and Premises at the Lock.	Sir George Duckett.	- -	In hand.
24	Dwelling House, Barns, Buildings, Outhouses, Orchards, Yard, and Premises.	The Honorable William Pole, Tylney Long Wellesley.	Benjamin Ricketts	Benjamin Ricketts.
26	Rickyard	Same	Same	Same.
31	Garden	Same	Same	James King.
32	Two Cottages and Gardens and Cage.	The Churchwardens and Overseers of the Parish of Roydon.	- -	John Bulls and William Martin.
33	School House, Buildings, Garden, and Cottage.	Benjamin Ricketts and James Knight, Trustees of the School.	- -	Charles Roe and William Turner.
34	Three Cottages, Gardens, and Barns.	Daniel Hankin	Thomas Pavely	John Traveller, James Field, and Henry Read.
35	Two Cottages and Gardens.	Robert Luck	- -	Aaron Marshal and Robert Luck.
36	House, Garden, and Premises.	Ditto	- -	Archibald Anderson and Matthew Roe.
37	New Inn Public House, Stables, Barn, Buildings, and Orchards.	Christie and Cathrow.	- -	Samuel Traylor.
38	Four Cottages	Edward Drewry Raiment.	- -	William Traylor, John Travill, George Rix, and John Benham.
39	House, Stable, Outbuildings, and Orchard.	The Governors of Saint Thomas's Hospital.	James Mattin	James Mattin.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
40	Dwelling House, Yard, and Garden.	Thomas Webb	- -	William Henry Gower, Thomas Coleman, and James Warren.
41	Dwelling House, Shop, and Garden.	Thomas Collins	- -	Thomas Webb.
42	White Hart Public House, Stable, Outbuildings, and Gardens.	Christie and Cathrow.	- -	William Rodwell.
43	Two Cottages and Buildings.	William Barber	- -	Ambrose Coppin and Thomas Hill.
45	Two Cottages, Barn, and Outbuildings.	Richard Webb	- -	Richard Webb and William Collins.
46	Two Dwellings and Premises.	Charles and William Roe.	- -	Ann Tull, Mrs. Roe.
47	Four Cottages and Premises.	William Roe	- -	Ward Waterman, Thomas Howard, James King, John Wright, and Sophia Donovan.
48	Farm House, Buildings, and Premises.	The Honorable William Pole Tylney Long Wellesley.	- -	William Franklin.
90	House, Barn, Buildings, Outhouses, Yard, and Premises.	Charles Phelips	- -	James Brown.
92	Garden	Ditto	- -	Ditto.

Parish of Little Parndon.

4	Plantation	Devisees of W. K. Amherst.	- -	In hand.
5	Orchard, Stable, and Buildings.	William Slarke	William Death	William Death.
6	Meadow and Orchard	Ditto	Ditto	William Death.
7	Mill, Dwelling House, Outbuildings, and Garden.	Ditto	Ditto	Ditto
10	Pound	Devisees of W. K. Amherst.		
12	Three Cottages and Gardens.	Ditto	Ditto	John Samuel, James Carter, and James Law.
13	House, Barn, Outbuildings, Yard, and Garden, Manor Farm.	Ditto	Ditto	

Parish of Netteswell.

1	House, Mill, Barn, and Stable, Outbuildings, and Garden.	Charles Phelips	- -	William Death, jun.
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No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
24	Plantation	Charles Phelips	- -	In hand.
27	Ditto	Same	- -	In hand.
28	Ditto	Reverend Joseph Arkwright.	- -	Reverend Joseph Arkwright.
<i>Parish of Latton.</i>				
1	Plantation	Reverend Joseph Arkwright.	- -	Reverend Joseph Arkwright.
3	Ditto	Ditto	- -	Ditto.
9	Water Mill, Barn, Buildings, Out-houses, Garden, and Premises.	Richard Arkwright, Esquire.	Charles Barnard	Charles Barnard.
10	Windmill	Ditto	Ditto	Ditto.
<i>Parish of Harlow.</i>				
12	Two Cottages and Gardens.	William and Richard Barnard.	- -	James Lagden and William Warren.
<i>Parish of Shearing.</i>				
2	Arable and Plantation.	Clayton Glynn	- -	James King.
11	Ditto	Mrs. Glynn	- -	John Stallibrass.
27	Dwelling House, Barn, Stable, Outbuildings, Yard, and Garden.	John Barnard	- -	John Barnard.
28	Mill, Outbuildings, Barn and Premises.	Same	- -	Same.
30	Meadow and Barn	Same	- -	Same.

COUNTY OF HERTS.

Parish of Sawbridgeworth.

1	Pishiobury Estate	Rowland Alston, Esquire.	- -	Rowland Alston, Esquire.
45	Plantation	Ditto	- -	George Collins.
50	Wood	Ditto	- -	Rowland Alston.
58	Dwelling House, Barns, Stables, Outbuildings, Yard, and Garden.	Ditto	- -	George Collins.
67	Turnpike House and Garden.	W. L. Walford	- -	Trustees of the Hock-erill Road.
73	Dwelling House and Garden.	Daniel Twamlow	- -	Daniel Twamlow.
78	Three Cottages and Garden.	Ann, Executrix of John Whitehead.	- -	William Wood, John Wood, and James Wood.
82	Two Cottages and Outbuildings.	W. L. Walford	- -	William Philipps and John Wright.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
<i>Parish of Thorley.</i>				
11	Coach and Horses Public House, Barns, Outbuildings, and Gardens.	George Frere	- -	Thomas Lewsey.
12	Two Cottages, Outbuildings, and Garden.	James Ladsden	- -	Thomas Sadgell and Samuel Watson.
13	Five Cottages, Outbuildings, and Gardens.	Joshua Flack	- -	Samuel Hale, Richard Vealey, John Taylor, Mumford Markwell, and Joseph Giffin.
18	Dwelling House, Barn, Stables, Outbuildings, Garden, and Premises.	Mrs. Mary Moseley.	- -	Mrs. Mary Moseley.
21	Two Cottages and Gardens.	George Frere	- -	Joseph Rumble and William Waters.
22	Four Ditto	Same	- -	Thomas Osborne, Joseph Yardley, William Reed, and Thomas Markwell.
24	Plantation	Same	- -	George Frere.
<i>Parish of Bishop Stortford.</i>				
3	Meadow and Stack Yard.	Robert Percival	- -	Robert Percival.
4	Crown Inn, Stabling, Outhouses, Garden, and Premises.	Same	James Goodwin	James Goodwin and Robert Percival.
5	House, Stables, Garden, and Meadow.	Thomas Heskin	- -	In hand.
6	Garden Ground	Bishop of London and Sir George Duckett.	Churchwardens and Overseers, and Thomas Clough.	Joseph Robertson, William Kent, James Davies, Thomas Moulden, Thomas Fish, Charles Dorrington, John Burrell, John Lovett, William Wybrow, John Taylor, Joseph Bonny, Thomas Sandford, David Goodwin, William Moulden, Samuel Filbrook.
16	House, Garden, Land, and Premises.	Sir George Duckett's Trustees.	- -	In hand.
19	Dwelling House, Mill, Barn, Outbuildings, Garden, and Premises.	William Beaumont	- -	William Beaumont.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
20	Two Tenements, Out-buildings, and Gardens.	Susan Miller	- -	Samuel Skeggs and James Searle.
21	Three Dwelling Houses and Beer Shop, Outbuildings, Garden, and Premises.	Same	- -	William Searle, John Alger, and William Searle.
23	Dwelling House, Out-buildings, Garden, and Premises.	John Boulcott	Robert Tweed	Robert Tweed.
26	Dwelling House, Out-buildings, Yard, and Dock.	Joseph and William Taylor.	Edward Long	James Horsman.

Hockerill.

1	Cottage	Lawrence Coxall	- -	Own Occupation.
2	Cottage and Garden	John Bird	- -	Own Occupation.
3	Three Cottages and Gardens.	William Bird	- -	One void, Joseph Skeggs, and William King.
4	Cottage and Garden	William Jackson	- -	Own Occupation.
5	Ditto	Mrs. Sarah Clarke	- -	Thomas Sandford.
6	Ditto	Ditto	- -	George Wenham.
7	Five Cottages and Gardens.	William Beverley	- -	Thomas Beverley, Rebecca Cannon, James Dow, Charles Clarke, John Caroll.
8	Cottage and Garden	Thomas Patmore	- -	John Burl.
11	Garden Ground	Messrs. Hawkes and Company.	John Moore	John Moore.
12	Cottage and Garden	Same	Same	William Perry.
13	Cottage	Same	Same	Void.
14	Coach and Horses Inn, Garden, and Premises.	Same	Same	John Moore.
15	Cottage and Premises	Same	- -	Thomas Turner.
16	Stable	William Gee	- -	Void.
17	Cottage and Premises	Messrs. Hawkes and Company.	John Moore	John Moore.
18	House, Garden, and Shop.	Mr. John Miller	Thomas Folks	Thomas Folks.
19	Four Cottages and Gardens.	John Henry Snow	- -	William Parminter, George Ryder, William Fewster, William Flindall.
20	Garden Ground	The Trustees of the Benefit Society held at the Coach and Horses Inn, Hockerill.	- -	James Fuller.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
21	Four Cottages and Gardens.	The Trustees of the Benefit Society held at the Coach and Horses Inn, Hockerill.	- -	William Jackson, James Fuller, John Wheeler, Joshua Hook.
23	House, Garden, and Premises.	Samuel Game	- -	Own Occupation.
24	Cock Inn, Stable Yard, Garden, and Premises.	Messrs. Christie and Cathrow.	- -	Henry Goodwin.
26	House and Garden	John Tucker	- -	Joseph Tucker.
27	House and Garden Ground.	Mary Moseley	- -	James Harvey.
28	House	Ditto	- -	Ditto.
29	Pasture and Garden Ground.	Ditto	- -	Ditto.
30	Cottage and Malt-house, Yard, and Premises.	Ditto	Matthew Woodley	Matthew Woodley.
32	Cottage and Garden	Ditto	- -	James Perry.
35	Red Lion Inn, Stables, Yard, and Premises.	Messrs. Hawkes and Company.	- -	Thomas Marshall Carter.

Bishop Stortford — continued.

51	Garden Ground	Mary Wright	- -	Nathaniel Carter and John Carter.
52	Three Cottages and Garden Ground.	Ditto	- -	Nathaniel Carter, John Quindley, and Philip Curtis.

Hockerill — continued.

53	One Cottage and Garden.	William Gee	- -	James Carter.
54	Four Cottages, Orchard, and Garden Ground.	The Reverend Edward Weigall.	- -	James Newton, James Vale, William Wybrow, James Davis.
57	Parsonage, Mill, House, and Premises.	The Reverend Mr. Belli as Precentor of St. Paul's Cathedral, London.	Leased for Lives to the Trustees of the late Richard Debarry, Esquire, and John Cater Canning, their under Lessee.	John Cater Canning.

COUNTY OF ESSEX.

Parish of Birchanger.

17	Turnpike House and Garden.	Trustees of Hockerill District of Roads.	- -	In hand.
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No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
26	Two Cottages and Gardens.	New College, Oxford.	Marshall Waller Clifton, and George Davies, Executors of the late Charles Hippuff, Esquire.	Samuel Watson, Edward Docwra.
28	Land Glebe	Reverend James Calcott Hayes Stokes.	- -	John Sibley.
30	Cottage, Garden, and Meadow.	Charles John Bythesea Brome.	- -	James Smith.
43	House and Garden	Abraham Locking Barnard,	Samuel Gilbey	Samuel Gilbey.
46	Two Cottages and Gardens.	Ditto	- -	James Sanders, Benjamin Grey.

Parish of Stanstead Mount Fitchett.

2	Wood	Robert Gosling	- -	Robert Gosling.
6	Cottage and Garden	Samuel Tayspill Day.	- -	Joseph Baker.
14	Orchard	Ebenezer Fuller Maitland.	George Newman	George Newman.
15	Farm House and Barn, Two Cottages, Smith's Shop, and Garden Ground.	Ditto	Ditto	Same, and James Hayden and William Gray.
16	Two Houses, Shop, Gardens, and Yard.	Ditto	- -	John Sanders, Barney Patmore.
21	Cottage and Garden	Ditto	- -	James Brace.
22	Farm House, Barn, Malthouse, and Premises.	Ditto	- -	William Paris.
23	Park or Warren	Ditto	- -	Ditto.
36	Plantation and Pasture Ground.	Frances Sophia Welsh.	- -	Own Occupation.
46	Windmill, House, Garden, and Premises.	Michael Philips	- -	Own Occupation.
53	Withey Bed	Mr. Charles Smith	- -	Joshua Markwell.

Parish of Elsenham.

3	Wood	E. F. Maitland	- -	Own Occupation.
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Great and Little Henham Parish.

9	Two Cottages and Gardens.	William Canning	- -	Morris Mead and John Boatman.
12	Cottage and Garden	Ditto	- -	Own Occupation.
15	Old Mead Farm House, Garden, Yard, and Premises.	Ditto	- -	Ditto.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
30	Arable (Glebe)	The Reverend George Henry Glynn.	- -	Charles Stallibrass.
32	Ditto	Ditto	- -	Ditto.
36 } 38 }	Ditto	Ditto	- -	Ditto.
40	Arable Land (Glebe)	Ditto	- -	Ditto.
45	Ditto	Ditto	- -	Ditto.
48	Ditto	Ditto	- -	Ditto.
66	Ditto	Ditto	- -	Ditto.
71	Meadow Land (Glebe).	Ditto	- -	Ditto.
<i>Ugley Parish.</i>				
9	Osier Bed	Mr. John Lake	- -	Jane Leggerton.
<i>Widdington Parish.</i>				
3	Wood	Sir Francis Vincent.	- -	Own Occupation.
<i>Quendon Parish.</i>				
6	Turnpike House and Garden.	Trustees of the Hockerill District of Turnpike Roads.	- -	In hand.
10	Wood	James Powell Cranmer.	- -	Own Occupation.
<i>Newport Parish.</i>				
40	Two Cottages and Gardens.	Elizabeth Lierdon	Parish Officers of Newport.	Void, and William King.
41	Ditto	Thomas Kiddman	- -	In hand, and Edward Gaylor.
49	Orchard	William Charles Smith.	- -	Thomas Probert.
52	Farm House, Barns, Stables, Buildings, and Premises.	Henry Brook	- -	William Byatt.
53	Cottage and Garden	James Powell Cranmer.	- -	Alexander Archer.
56	Orchard	William Charles Smith.	- -	John Hayden.
57	Three Cottages and Garden.	Sarah Woodcock	- -	Thomas Parish, Sarah Sale, Charles Gaylor.
66	Thirteen Cottages and Garden used as a Workhouse.	Parish Officers of Newport, Dudley Gayford, and John Hayden.	- -	William Luckins, George Harvey, John List, John Francis, John Weare, and Thomas Cowley. The Remainder are Paupers.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
72	Tenement and Garden Ground.	Parish Officers of Newport.	- -	In hand.
73	Two Cottages and Garden Ground.	William Charles Smith.	- -	Robert Crane, Mrs. Sarah Reynolds.
74	Garden	Benjamin Thomas Gurson.	- -	In hand.
124	Windmill and Arable Field.	William Charles Smith.	- -	Henry Salmon.
<i>Parish of Wendon.</i>				
12	House, Garden, Arable Land, and Premises.	William Cornwall	- -	William Nicholson.
19	Plantation	Lord Braybrooke	- -	Own Occupation.
21	Ditto	Ditto	- -	Ditto.
<i>Littlebury Parish.</i>				
3	Plantation	Lord Braybrooke	- -	Own Occupation.
7	Ditto	Ditto	- -	Ditto.
9	Ride	Ditto	- -	Ditto.
11	Plantation (Belt)	Ditto	- -	Ditto.
14	Arable Land (Glebe)	Rev. Henry Bull	- -	Ditto.
22 a	Orchard	Thomas Moule	- -	Martha Ryder.
52	Farm House, Barns, Stables, Buildings, and Premises (Budd Farm).	Joseph Sheppard	- -	Own Occupation.
<i>Chesterford Parish.</i>				
2	Glebe	The Honourable and Rev. Richard Fitzgerald King.	- -	Elizabeth Sampson,
4	Two Houses and Gardens.	William Turner	Jeremiah Haggar	William Andrews and George Sheron,
5	Carpenter's Shop and Yard.	Trustees of Hart's School Charity.	- -	Jeremiah Haggar.
6	Orchard	William Turner	- -	Ditto.
7	Barn and Pasture Ground (Glebe).	The Honourable and Rev. Richard Fitzgerald King.	- -	Robert Wakefield.
9	Garden Ground	Marquis of Bristol	Peter Nash	Peter Nash.
10	Hovel and Pasture Ground.	Elizabeth Clark	- -	Samuel Walduck.
11	Cottage and Garden	Trustees of Hart's School Charity.	- -	Matthew Turner.
13	Four Cottages, Gardens, Yard, and Premises.	Thomas Livermore.	- -	James Witmore, John Mane, John Ward, Mary Hopwood.
14	Two Cottages, Barn, and Premises.	Elizabeth Pilgrim	- -	James Barrett, Sarah Bard.
15	House, Yard, and Workshops.	Jeremiah Haggar	- -	Own Occupation.
16	Cottage and Garden	Mary Shelford	- -	Ditto.
17	Orchard	Elizabeth Clarke	- -	Samuel Walduck,

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
18	Cottage, Garden, Orchard, and Premises.	Robert Jefferies	- -	Own Occupation.
21	Barn, Stables, Yard, and Premises.	Robert Martin, Johnson Cottingham.	- -	Ditto.
22	Two Cottages, Garden, Orchard, and Buildings.	Thomas Pilgrim	- -	William Brown, own Occupation.
23	Thirteen Cottages, Ground, and Premises.	William Orbell, Mortgagor, and the Representatives of the late Joseph Messer, deceased, Mortgagees.	- -	William Lilley, William Rainer, George Blackwell, John Jeffery, James Webb, Jeremiah Richardson, William Hopwood, John Ryder, John Finton, Sarah Simmonds, void, Thomas Webb, and John Jeffery.
24	House, Barn, Buildings, Garden, Yard, and Premises.	Elizabeth Clark	- -	Samuel Walduck.
25	Cottage and Garden	Hannah Grigg	- -	Mary Turner, in hand, and Edward Shelford.
27	Two Cottages, Gardens, and Premises.	Trustees of the late William Wakefield.	Francis Boutell	Susan Barnard, Francis Boutell.
28	Cottage and Garden	Steward Cowell	- -	Mary Larner.
29	Ditto	James Ilott	- -	Joseph Jeffery.
30	Cottage, Building, Garden, and Premises.	Ruth Wakefield	- -	Ruth Wakefield.
31	Orchard	Trustees of Hill's Charity.	Robert Driver and Samuel Wakefield.	Samuel Wakefield.
32	House, Barn, Yard, Buildings, and Premises.	Robert Driver Thurgood and Samuel Wakefield, Trustees of the late William Wakefield.	- -	Samuel Wakefield.
35	Pleasure Ground	Edward Humphrys Green.	- -	Henry Green.
41	Arable Ditto (Glebe Allotments).	The Honourable and Rev. Richard Fitzgerald King.	- -	John Mayne, George Blackwell, sen., Thomas Hills, William Bradford, Owen Weedon, James Burleigh, Matthew Turner, James Negus, Jeremiah Haggard, Martin Surrey, John Pilgrim.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
45	House, Windmill, Garden, Yard, and Pasture Ground.	Joseph Living	-	Own Occupation.

COUNTY OF CAMBRIDGE.

Hinkston Parish.

20	Plantation	Wedd William	-	-	Charles Nash.
22	Ditto	Nash.	-	-	Ditto.
24	Ditto	Ditto	-	-	Ditto.

Pampisford Parish.

1	Pasture Land (Glebe)	William Henry Thurnall.	Thomas Halliday	Thomas Halliday.
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Sawston Parish.

33	Two Cottages, Barn, Garden, and Orchard.	Richard Huddleston.	-	-	William Adcock, Thomas Coleman.
38	Grove Land	Ditto	-	-	Joseph Sharp Cooper.
39	Ditto	Ditto	-	-	Ditto.
40	Pasture (Glebe)	Churchwardens	-	-	Cornelius Willings.
45	Three Cottages, Orchards, Gardens, and Premises.	Serle Nash	-	-	Robert Adcock, John Green, David Adcock.
46	Six Cottages and Garden Ground.	Parish Officers of Sawston.	-	-	William Townsend, William Wistbey, and Paupers.
47	Two Cottages and Garden Ground.	Elizabeth Martindale.	-	-	Void, and David Knight.
60	Arable Land (Glebe)	J. S. Cooper, the only acting Trustee of the Church Charity.	-	-	Cornelius Willings.
66	Pasture (Glebe)	Churchwardens	-	-	Thomas King.
67	Arable (Glebe)	Ditto	-	-	Ditto.

Stapleford Parish.

7	Two Cottages and Premises.	John Headly	-	-	Henry Freestone, Sarah Carter.
8	One Ditto	Ditto	-	-	Bryant Hopper.
10	Three Cottages (one the Dolphin Beer Shop) and Premises.	Simeon Warters	-	-	Simeon Warters, Joseph Morley, one void.
11	Cottage and Premises.	Parish Officers of Stapleford.	-	-	Susan Rowlinson.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
<i>Great Shelford Parish.</i>				
7	Orchard and Ditto	Edward Humphrys Green.	-	Elizabeth Clark.
16	House, Garden, Orchard, Meadow, and Premises.	William Headly	-	William Turnel.
17	Two Houses, Gardens, Orchard, Meadow, and Premises.	Stephen Hagger	-	Stephen Hagger, jun., Thomas Keth.
18	Two Houses, Gardens, Orchard, Meadow, and Premises.	Peter Grain	-	Thomas George John Cole.
19	House, Garden, Barn, Orchard, Meadow, and Premises.	Richard Wright, jun.	-	Richard Wright, jun.
20	Two Tenements, Garden, Orchard, Meadow Ground, Buildings, and Premises.	Edward Kempton	-	Isaac Elwood, William Boutwell.
21	House, Barn, Out-buildings, Orchard, Meadow, Ground, and Premises.	John Maris	-	Thomas Wybrew.
22	House, Garden, Orchard, Meadow Ground, Barn, and Premises.	Ditto	-	William Kirby.
23	House, Garden, and Premises.	Edward H. Green	-	Richard Twin.
24	Orchard	Ditto	-	Richard Maris.
26	Five Cottages, Gardens, and Orchard.	Thomas Stacey	-	John King, Joseph Gifford, James Pearson, Matthew Skaire, Robert Jordan.
28	Two Cottages, Barn, Two Pieces of Meadow Ground, Garden, and Premises.	Thomas Stacey	-	Richard Douce and William Butler.
30	House, Garden, Orchard, Barn, &c., and Premises.	John Moore	-	Own Occupation.
33	Cottage and Garden	John Gifford	-	Ditto.
34	Five Cottages, Garden Ground, and Premises.	Overseers for the Time being of the Parish of Shelford.	-	Paupers not paying any Rent.
35	One Cottage and Garden.	Thomas Rolandson.	-	Own Occupation.

[Local.]

45 M

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
36	House, Workshops, Buildings, Orchard, Meadow Ground, and Premises.	Churchwardens and Overseers.	- -	William Robinson.
41	Four Cottages, Gardens, and Premises.	St. John's College, Cambridge.	Peter Grain	Robert Pouter, James Melborne, Jane Kirby, William Dockerill.
<i>Trumpington Parish.</i>				
11	Osier Bed	Colonel F. C. J. Pemberton.	- -	Own Occupation.
14	Ditto	Ditto	- -	Ditto.
20	House, Barn, Buildings, Pasture Field, and Premises.	Ditto	- -	Ditto.
21	Plantation (Belt)	Ditto	- -	Ditto.
28	Windmill and Yard	Thomas Badcock	- -	Ditto.
29	Two Cottages, Shop, and Garden Ground.	John Nightingale	- -	Joseph Brown, own Occupation.
30	Cottage and Garden Ground.	Ditto	- -	Robert Smith.
31	Ditto	George Wickes	- -	Void.
33	Plantation	Colonel Francis Charles James Pemberton.	- -	Ditto.
41	Garden	Ditto	- -	Lilley Edleston.
42	Ditto	Ditto	- -	Ditto.
48	Farm House, Stable, Barn, Building, Garden, and Premises.	Ditto	- -	Ditto.
50	Osier Bed	Ditto	- -	Own Occupation.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.

James Marshall, George Granville Grenfell, James Johnston, John Thompson, George Goldsmid, Thompson Allsop, Richard Tillier Blunt, Pascoe St. Ledger Grenfell, John Marshall, Francis Kemble, Roger Kynaston junior, Richard Dixon, Steven Nicholson Barber, William Rhodes, William Routh, Robert Murray, William Crawshay, Robert Moser, John Rennie Mauderson, Louis Michael Simon, Henry Templar, James Walkinshaw, Edward Oswen, John Gunston, William Edward Ferrier, John Russel, George Napier, John Pemberton Heywood, John Charles Tuffnell, Henry Harris, John Williams, John Robert Thomson, Thomas Hovell, Vice Admiral Sir Edward Codrington, William Scott, William Vizard junior, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they hereby are united into a Company for making and maintaining the said Railway and other Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be one Body Corporate by the Name and Style of "The Northern and Eastern Railway Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands to them, and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and shall have and exercise all other Powers and Authorities herein-after given.

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as One Matter, several Persons as well as One Person, and Females as well as Males; and where the Word "Lands" shall be used the same shall be understood to include Tenements and Hereditaments; and where the Word "Corporation" shall be used the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Railway" is used the same shall be understood to mean and include the Railway and also the Branch or Branches from the same herein authorized to be made; and where the Word "Company" is used the same shall be understood to mean the said Northern and Eastern Railway Company, unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 1,200,000*l.*

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of One million two hundred thousand Pounds, the whole to be divided into Twelve thousand Shares of One hundred Pounds each; and such Twelve thousand Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished

distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so raising the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and shall receive, at such Time or Times as shall in manner herein-after provided be directed or appointed, in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company as and when the same shall be divided by the Authority of this Act.

to be divided into Shares of 100*l.* each.

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

Application of Money to be raised.

V. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of One million two hundred thousand Pounds, and the Sum of Nine hundred and sixty thousand Pounds and upwards, or more than Four Parts in Five thereof, have been already subscribed for by several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One million two hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

The whole of the Expence to be subscribed for before the Work is commenced.

VI. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the respective Counties of *Middlesex, Hertford, Essex, and Cambridge*, that the whole of the said Sum of One million two hundred thousand Pounds hath been subscribed as aforesaid (and which Certificate such Justice is hereby authorized and required to grant on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company, and due Proof of the Execution thereof), shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million two hundred thousand Pounds has been subscribed.

Certificate under the Hand of a Justice of the Peace deemed Proof that the whole Money has been subscribed.

VII. And

Company
empowered
to make
the Railway.

VII. And be it further enacted, That it shall be lawful for the Company and they are hereby empowered to make and maintain a Railway, with all proper Works and Conveniences connected therewith; in the Line or Course and upon, across, under, or over the Lands situate in the several Parishes or Townships, Hamlets or Places after mentioned, delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge*; that is to say, to commence with a Depôt and Approaches to the same in a Piece or Pieces of Ground Part of Three Closes now or formerly called *Prebend Close* and *Crabtree Close* or *Crabtree Field* and *Conduit Field*, now forming One Close, and belonging to *Samuel Pullen*, and in the Occupation of *James Rhodes*, bounded on the North-west Side by the old Bridle Road or Way called *Frog Lane*, in the Parish of *Saint Mary Islington*, and numbered Nineteen on the Maps or Plans so deposited with the said Clerks of the Peace aforesaid, and on the South Side thereof by the Regent's Canal, situated in the Parish of *Saint Mary Islington* in the County of *Middlesex*, and to proceed from thence, and to pass from, in, through, or into the several Parishes, Towns, Townships, Hamlets, or Places of *Saint Luke Old Street*, *Saint Mary Islington*, *Saint John Hackney*, *Kingsland*, *Dalston*, *Clapton*, *Stoke Newington*, *Tottenham*, *Edmonton*, *Ponder's End*, and *Enfield*, or some of them, in the County of *Middlesex*; *Waltham Cross*, *Cheshunt*, *Wormley*, *Broxbourn*, *Hoddesdon*, *Stantead Abbots*, *Sawbridgeworth*, *Spelbrook*, *Thorley*, *Hockerill*, and *Bishop Stortford*, or some of them, in the County of *Hertford*; *Walthamstow*, *Roydon*, *Great Parndon*, *Little Parndon*, *Netteswell*, *Latton*, *Harlow*, *Shearing*, *Little Hallingbury*, *Great Hallingbury*, *Birchanger*, *Stanstead Mount Fitchett*, *Elsenham*, *Great Henham*, *Little Henham*, *Ugley*, *Widdington*, *Quendon*, *Newport*, *Wendon*, *Littlebury*, *Little Chesterford*, and *Great Chesterford*, or some of them, in the County of *Essex*; *Ickleton*, *Hinxton*, *Duxford*, *Whittlesford*, *Pampisford*, *Sawston*, *Stapleford*, *Great Shelford*, *Little Shelford*, and *Trumpington*, or some of them, in the County of *Cambridge*; and to terminate with a Depôt on the South Side of the River *Cam* near a certain Farm House called *Eddleston Farm*, in the said Parish of *Trumpington*, and to communicate with the Town of *Cambridge* by a Branch Road to join the *London and Cambridge Turnpike Road*, at or near *Leys* and *Cow Common* in the Parish of *Little Saint Mary, Cambridge*, in the County of *Cambridge*: Provided always, that nothing in this Act contained shall enable the said Company in making the said Railway and Depôt to extend the said Railway or to make the said Depôt over or across the Regent's Canal in the Parish of *Saint Mary Islington* to the South Side thereof, or to make the Railway and Depôt or any Part thereof upon or across or to the North-west Side of the said Bridle Road or Way called *Frog Lane*, and numbered Nineteen on the Plans so deposited with the said Clerks of the Peace aforesaid.

Plans and
Books of
Reference to
remain in

VIII. And whereas Maps, or Plans describing the Line of the said Railway, and the Lands upon or through which the said Railway and the Works connected therewith are intended to be carried or made,

made, together with Books of Reference thereto, containing Lists of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge*; be it therefore enacted, That the said Maps or Plans and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan or Book of Reference so inspected or referred to may be, for every Inspection, the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

the Custody
of the Clerks
of the Peace

IX. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course and upon or through the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act, or in the Schedule hereto, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace for the County in which the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under their Hands that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, as the Case may require.

Unintentional Errors
in Act or
Plans or
Books of
Reference
not to pre-
vent Execu-
tion of Act.

X. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than Ten Yards in Towns and Villages, nor to a greater Distance than One hundred Yards in other Places, from the Line so delineated upon the said Plans.

Limiting
Deviations
from Plan.

XI. Provided always, and be it further enacted, That nothing in this Act contained shall empower the said Company to deviate from the Line laid down in the Map or Plan deposited with the Clerk of the Peace for the County of *Essex* so as to enable the said Company to enter into either of the Closes numbered in the said Map or Plan, in the Parish of *Newport*, 49, 56, 83, 84, and 85, so as to extend more than Twenty Yards to the Eastward of the Centre of the Line as the same is delineated in the said Map or Plan.

Company
restricted to
a particular
Deviation in
Newport.

[Local.]

43 U

XII. Pro-

Company to
make a
Bridge and
Waggon
Road at
Thorley
Lane End.

XII. Provided always, and be it further enacted, That the said Company shall, at their Expence, make and for ever after maintain a Bridge across the said Railway to be used as a Waggon Road, and shall and will form and complete a Waggon Road from the Bridge across the Railway into the Turnpike Road opposite to *Thorley Lane End* in the Parish of *Thorley* in the County of *Hertford*.

No Station,
&c. to be
erected on
the Property
of *George
Frere, Esq.*

XIII. Provided always, and be it further enacted, That no Wharfs, Yards, Stations, Loading and Unloading Places, or Buildings shall at any Time or Times hereafter be made or erected by the said Company on any Part of the Estate of *George Frere Esquire*, and that in the Construction and Maintenance of the said Railway across the said Estate the said Company shall do as little Damage as possible.

Company to
maintain and
plant Slopes
on the Estate
of *George
Frere, Esq.*

XIV. And be it further enacted, That the said Company shall, at their own Expence, make and maintain Banks or Slopes on both Sides of the said Railway along the whole Line thereof in the Estate of the said *George Frere*, which Banks or Slopes shall be at least Four Feet in Depth; and shall, at their Expence, plant such of the said Banks or Slopes as shall be made in the Paddock adjoining the Mansion House called *Twysford House*, and during the Term of Seven Years keep the same planted with Evergreens and ornamental Shrubs, and maintain the said Banks and Slopes in an ornamental State; and also shall, at their own Expence, make and for ever hereafter maintain good and sufficient Post and Rail Fences, as well at the Top as at the Bottom of all the said Banks and Slopes along the whole Line of the said Railway, through the Estate of the said *George Frere*; but the said Company shall not acquire any Estate or Property in the said Banks or Slopes or the Site thereof, but only a Right by themselves and their Workmen to enter on the same for the Purposes of maintaining the said Fences, and repairing their said Fences, Road, and Slopes, where requisite so to do, and also to cut and trim the Shrubs and Trees on the said Slopes so as not to overhang or injure the said Railway, in the event of the said *George Frere* neglecting to do the same after Notice in Writing given to him for that Purpose.

Railway to
be continued
through
Clapton Hill
by means of
a Tunnel.

XV. And be it further enacted, That the said intended Railway shall be carried on and continued through *Clapton Hill* in the Parish of *Saint John at Hackney* in the County of *Middlesex*, from the Close or Parcel of Land belonging to *Hugh Parnell Esquire*, marked 228, in the Parish aforesaid, on the Plan deposited with the Clerk of the Peace for the said County of *Middlesex*, to the Close or Parcel of Land belonging to *Samuel Tyssen Esquire*, situate on the North Side of the Road leading from *Clapton* to *High Bridge* called *Spring Lane*, and marked 260, in the said Parish, on the same Plan, by means of a Tunnel to be constructed, under the Houses, Buildings, Lands, Roads, Streets, and Lanes on *Clapton Hill* aforesaid, in the Line and Direction delineated and shewn on the said Plan deposited with the Clerk of the Peace for the said County of *Middlesex*, or as near thereto as practicable; and it shall not be lawful for the said Company, their Servants, Agents, or Workmen, in the
Excavation

Excavation of the said Tunnel, to use any Gunpowder for the Purpose of blasting or to blast any of the Rock or Stratum of Earth there found; and in case any Agent or Servant or Workmen of the said Company, or any other Person or Persons, shall use any Gunpowder for the Purpose of blasting or shall blast any of the Rock or Stratum of Earth found in forming or excavating the said Tunnel, such Agent, Servant, or Workmen, or Person or Persons aforesaid, shall forfeit and pay for each such Offence a Sum not exceeding Five Pounds, to be recovered in like Manner as any other Penalty under this Act may be recovered.

XVI. And be it further enacted, That in case it shall be deemed requisite, for any Reason, in the Course of the working and Excavation of the said Tunnel, to make any Deviation from the Line of the same as delineated and shewn in the said Plan, such Deviation shall only be made with the Consent of the Surveyor of Highways for the Time being of the said Parish of *Saint John at Hackney*, to be signified in Writing under his Hand.

As to Deviation of Line of Tunnel.

XVII. And be it further enacted, That no Eyes, Shafts, or Openings shall be made, sunk, formed, or constructed from or into the said Tunnel for the Purpose of excavating and working the same, or of affording Light or Air to the said Tunnel, or for any other Purpose, without the Consent in Writing of the Person or Persons in Possession of the Land, Ground, or Premises in which such Eyes, Shafts, or Openings shall be formed or constructed, except upon a Piece of Ground on the East Side of the Road leading from *Clapton* to *Stamford Hill*, now in the Occupation of *Henry Sandford*, and numbered 246, in the said Parish of *Saint John at Hackney*, on the aforesaid Plan.

No Openings into Tunnel to be made without the Consent of the Person in whose Land they shall be formed.

XVIII. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time and at all Times hereafter, to keep, or cause the said Tunnel, and the internal and external Walls of any Eyes, Shafts, or Openings which may be made from or into the same as aforesaid, and all the Works appertaining to the said Tunnel to be kept, in good and substantial Repair.

Tunnel to be kept in good Repair.

XIX. And be it further enacted, That before the said Company, or any Person or Persons employed by them or acting under their Authority, shall bore or undermine any Houses, Gardens, Buildings, or Pleasure Grounds on *Clapton Hill* aforesaid, for the Purpose of working, excavating, or making the said Tunnel, or enter into any such Houses, Buildings, Gardens, or Pleasure Grounds for the Purpose of making or constructing the said Eyes, Shafts, or Openings from or into the same, they shall, if required by the Owners or Occupiers thereof respectively, purchase by Agreement, or by Assessment of a Jury, as directed by this Act, the said Houses, Gardens, Buildings, and Pleasure Grounds, or any Interest therein, and shall pay or tender the Purchase or Consideration Money for the same or for such Interest therein in manner herein-after mentioned.

Company to purchase Houses, &c. that may be undermined, if required.

XX. And

Not to take Land Westward of Craven's Walk at Stamford Hill in the County of Middlesex.

XX. And be it further enacted, That nothing herein contained shall extend to authorize the said Company to take or use, by going under or over a certain public Footway called *Craven's Walk*, situate at *Stamford Hill* in the County of *Middlesex*, and running from South to North through the Estate of *John Craven* Esquire, situate at *Stamford Hill* aforesaid, or compel the Sale of any Part of any Land belonging to the said *John Craven* at *Stamford Hill* Westward of the said public Footway called *Craven's Walk*, without the Consent in Writing of the said *John Craven*, his Heirs, Executors, Administrators, or Assigns.

No Steam Engine, &c. to be erected on Mr. Craven's Estate, nor adjacent to the Railway between Spring Lane and Tottenham Hall.

XXI. And be it further enacted, That no Steam Engine (locomotive Engines excepted), or Foundry, Forge, or Manufactory, nor any Building or Erection of any Kind or Description whatsoever (except for temporary Purposes during the Formation of the Railway), shall hereafter be erected or used, or be continued or suffered to be in, on, under, or over any Part of the Estate of *John Craven* Esquire at *Stamford Hill* in the County of *Middlesex*, or such Part thereof as may be taken and purchased for the Purposes of the Railway, or in, on, under, or over any Land, Ground, or Building belonging or which shall belong to or is or shall be held by or in Trust for the said Company, or any of the Directors, Agents, Servants, or Officers of the said Company, or in any way connected with the said Railway hereby authorized to be made, or held, used, or occupied for any Purpose in any Manner connected with the said Railway, and which shall be adjacent to the Railway between *Spring Lane* and *Tottenham Hall*.

Company to make Communications on each Side of Embankment with Lands severed,

XXII. And be it further enacted, That for the Purpose of leaving proper Facility of Communication between the Parts of the said Estate of the said *John Craven* lying on the different Sides of the said Railway, or of the Embankment on which it shall pass through the said Estate, the said Company shall, as soon as conveniently may be, in the Course of making the said Embankment upon the said Estate, make and execute through the said Embankment, at their own Expence, and in a good and workmanlike Manner, at such Parts of the said Embankment upon the said Estate as shall be selected for that Purpose by the said *John Craven*, his Heirs or Assigns, or the Committee of his Estate for the Time being, an ornamental Archway fit and convenient for the Passage of Carriages, Waggons, Carts, Cattle, and Foot Passengers, and of sufficient Height and Breadth, and shall at all Times hereafter, at their own Expence, keep the said Archway in good and substantial Repair, and that, save for the Purpose of making such Repairs, the said Company, shall not, nor shall any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, at any Time hereafter pass through or enter into the said Archway for any Purpose or on any Pretence whatsoever.

and to plant Slopes of the Embankments.

XXIII. And be it further enacted, That the said Company shall, at their own Expence, and within Two Years after the Completion of the said Embankment, cause to be planted the Slopes of the said Embankment with such Forest Trees, and with such ordinary *English* Shrubs,

Shrubs, and in such Manner as shall be directed by the said *John Craven*, his Heirs or Assigns, or the Committee of his Estate for the Time being, and that the said *John Craven*, his Heirs and Assigns, shall at all Times hereafter be considered as Lessees of the said Slopes for the Term of One thousand Years from the passing of this Act, at a Peppercorn Rent, with unlimited Power to the said *John Craven*, his Heirs and Assigns, of cutting down the Trees and Shrubs for the Time being growing on the said Slopes, and of planting others thereupon, and that, save for the Purpose of making necessary Repairs in or upon the said Embankment, the said Company shall not, nor shall any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, enter upon the said Slopes or into the said Plantations for any Purpose or on any Pretext whatsoever.

XXIV. Provided always, and be it enacted, That notwithstanding any thing herein-before contained it shall not be lawful for the said Company to take for the Purposes of this Act any Part of a certain Coal Wharf and Land adjoining in the Occupation of *Arthur Craven* Esquire, and immediately contiguous to the Estate of *John Craven* Esquire, at *Stamford Hill* in the County of *Middlesex*, which shall be distant more than Fifty Yards from the Parliamentary Line of the said Railway on either Side of the said Line, and that on neither Side shall the said Railway deviate more than Fifty Yards from the said Line without the previous Consent in Writing of the said *Arthur Craven*, his Executors, Administrators, or Assigns, for that Purpose first had and obtained.

Not to deviate more than Fifty Yards from the Parliamentary Line as to the Wharf and Land in the Occupation of *Arthur Craven*, Esq.

XXV. And be it further enacted, That it shall not be lawful for the said Company at any Time hereafter, except during the making the said Embankment, to place, erect, or build, or cause or permit to be placed, erected, or built, or cause or suffer that there shall be any Steam Engine (except locomotive Engines), nor any Foundry, Forge, Building, Shed, or Erection of any Sort or Description whatsoever, nor burn, or cause or suffer to be burnt, any Bricks, Tiles, or Lime, or upon or under the said Embankment to be made upon the said Coal Wharf and Land in the Occupation of the said *Arthur Craven*, so long as the said *Arthur Craven* shall continue Lessee or Owner thereof, or upon any Part thereof, or upon any Spot adjacent to the said Embankment between *Spring Lane* and *Tottenham Hale*, without the Consent in Writing of the said *Arthur Craven*, his Executors, Administrators, or Assigns, for that Purpose first had and obtained.

Not to erect Engines, &c.

XXVI. And whereas the principal Officers of His Majesty's Ordnance are possessed of certain Freehold Land situate and being in the Parish of *Cheshunt* in the County of *Herts*, and containing about Four Acres and Two Rods, including the Stream and Millhead of the former *Cheshunt* Mill running through the same, and the said Lands being wanted for the said Railway, the said principal Officers have consented to give up the same to the said Company in exchange for a Piece of Freehold Land of equal Admeasurement, and situate within the same Parish, which is proposed to be purchased and inclosed and fenced against the Marsh Common Cattle, by and at

Company to divert Mill Stream at *Cheshunt*, and to preserve existing Roads or make others in stead.

[Local.]

43 X

the

the Expence of the said Company for that Purpose under the Powers of this Act, subject nevertheless to the Terms and Conditions herein-after expressed; be it therefore enacted, That the said Company shall, at their own Expence, divert the Course of the said Mill Stream by Channels, whose Dimensions shall be equal to those of the said Stream, into a Line running along and to form the Western Boundary of the said Freehold Land, to be given by them to the said principal Officers in exchange as aforesaid; and the said Company shall also at the Expence preserve the Roads or Bridges of Communication which are now existing from *Cheshunt* aforesaid over the Channels to be made to the Meads lying to the Eastward of the said last-mentioned Freehold Land, as the same Roads or Bridges are at present enjoyed by the Inhabitants of *Cheshunt*, or shall in lieu of any such now existing Roads or Bridges, and at the like Expence, form and construct other equally suitable and convenient Roads or Bridges of Communication over the intended new Line of Stream.

New Line of Stream to be of a sufficient Depth and Width to admit free Passage of Gunpowder Boats.

XXVII. And be it further enacted, That the said new Line of Stream shall be of sufficient Depth and Width, and that the Bridges to be constructed and built over the same (if any) shall be of sufficient Height and Dimensions, to admit of a free Flow of Water in the said Stream, and the free Passage of Gunpowder Boats thereon, and that the said Company shall, at their own Expence, inclose the said Piece of Land to be purchased by them for the Ordnance Department as aforesaid; with a good and sufficient Fence to preserve the same from Trespass or Intrusion by the Marsh Common Cattle or otherwise.

Vesting the Property in the several Parties after the Exchange.

XXVIII. And be it further enacted, That from and immediately after the said Company shall have diverted the said Stream and constructed the said Roads of Communication and Bridges, and inclosed the said last-mentioned Piece of Land with a Fence as aforesaid, under the Superintendence and to the Satisfaction of the commanding Royal Engineer at *Waltham Abbey* for the Time being, if any such shall be required to be constructed under the Provisions herein-before contained, the said Four Acres and Two Roods of Freehold Land at *Cheshunt* belonging to the said principal Officers, and wanted for the said Railway as aforesaid, and the Fee Simple and Inheritance thereof shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and that the said other Four Acres and Two Roods of Freehold Land to be purchased by the said Company, and to be bounded on the West Side of the said intended new Line of Stream as aforesaid, and the Fee Simple and Inheritance thereof, shall be vested in and become the Property of the principal Officers of His Majesty's Ordnance, and their Successors in Office, in Trust for His Majesty, His Heirs and Successors for ever, in the same Manner as the Estates and Property held and used for the Service of the Ordnance Department are now vested in Fee Simple in the said principal Officers by any Act or Acts of Parliament or otherwise howsoever.

Power to apportion

XXIX. Whereas by certain Articles of Agreement bearing Date the Nineteenth Day of *March* One thousand eight hundred and twenty-seven,

seven, and made between *Samuel Pullin* Esq. of the one Part, and *James Rhodes* of *Islington*, Esq. of the other Part; and by certain other Articles of Agreement bearing Date the Twenty-third Day of *April* One thousand eight hundred and twenty-seven, endorsed upon the before-mentioned Articles of Agreement, and made between the said *Samuel Pullin* of the one Part, and the said *James Rhodes* of the other Part; and by virtue of an Act of Parliament made and passed in the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for confirming certain Articles of Agreement between Samuel Pullin Esquire and James Rhodes Esquire, and for authorizing the granting of Building Leases of Freehold and Copyhold Ground in the Parish of St. Mary Islington, pursuant to the said Articles, and for other Purposes*, several Closes or Parcels of Land in the said Parish of *St. Mary Islington* in the County of *Middlesex* were agreed to be demised unto the said *James Rhodes*, his Executors, Administrators, and Assigns, in Parcels, for the Term of Ninety-nine Years, for the Purpose of building, with the Liberty of making Bricks, at the several Rents of Eight hundred and fifty Pounds and Three hundred and fifty Pounds, making together the annual Rent of One thousand two hundred Pounds, commencing from the Twenty-fourth of *June* One thousand eight hundred and thirty-three, and the Parcel for which the said Rent of Eight hundred and fifty Pounds is payable included a Piece or Pieces of Ground heretofore forming a Part or Parts of the said Closes now or formerly called *Conduit Field, Prebend Close, and Crabtree Close or Crabtree Field*: And whereas the said Piece or Pieces of Ground is or are required for the Purpose of forming a Depôt and Approaches to the said Railway as aforesaid; be it therefore enacted, That in case the said Company and the said *Samuel Pullin*, or the Trustees or Trustee for the Time being under the Will of *Samuel Pullin*, his late Father, deceased, or any Person or Persons for the Time being entitled under or through the same Will to the said Piece or Pieces of Ground, shall, under the general Powers of this Act, or under any other Powers enabling them respectively in that Behalf, or in respect of their Interests, contract for the Purchase and Sale of the said last-mentioned Piece or Pieces of Ground, subject to the Tenancy thereof by the said *James Rhodes*, then and in such Case any Rent which shall be agreed upon between them, with the Consent of the said *James Rhodes*, his Executors, Administrators, or Assigns, provided the same does not exceed Three Pounds Ten Shillings for every One hundred Pounds of the Purchase Money, shall, from and after the Completion of such Purchase, be deemed the Rent which was payable for the Piece or Pieces of Ground so purchased, and shall thenceforth be paid for the same to the Purchasers; but the said *James Rhodes*, his Executors, Administrators, and Assigns, shall be discharged in respect of the same Piece or Pieces of Ground from the Observance and Performance of his Covenants and Agreements contained in the said Articles of Agreement respectively, except the Covenant or Agreement for Payment of Rent, and shall also be discharged, in respect of the remaining Lands comprised in the said Articles of Agreement respectively, from the Observance and Performance of his Covenants and Agreements therein contained, as fully and effectually and in

the Rent payable under certain Articles of Agreement between *Samuel Pullin, Esq., and James Rhodes, Esq.,* and to release the Ground comprised in such Articles to be taken by the Company from the Covenants therein contained.

such

such and the same Manner, to all Intents and Purposes, as he would have been in case Buildings had been erected upon the said Piece or Pieces of Ground to be sold to the said Company, and the same had, under the Powers of the said recited Act, been actually demised to some Person or Persons other than the said *James Rhodes*, at yearly Rents amounting together to the said apportioned Rent; but the Covenants or Conditions contained in the said Articles of Agreement respectively, so far as the same relate to such of the Lands comprised therein as shall not be so sold to the said Company as aforesaid, shall continue in full Force and Operation, so that the same shall be holden by the said *James Rhodes*, his Executors, Administrators, and Assigns, at or under such Rents and upon such Terms and Conditions as the same would have been holden if no other Land had been comprised in such Articles of Agreement respectively, and such Rent only had been reserved in respect of the same as would be equal to the Difference between the said total Rent of One thousand two hundred Pounds and the said Rent to be agreed upon and deemed payable for the said Piece or Pieces of Ground to be sold to the said Company: Provided always, that nothing herein contained shall prejudice or affect any Claim of the said *James Rhodes* for Compensation from the said Company for the Value of his Interest in or in respect of the said Piece or Pieces of Ground over and above the said Rent to be deemed the Rent which was payable for the same.

Company to make proper Communications between the Coal Wharf and Lands in the Occupation of A. Craven Esq. and plant Slopes, &c.

XXX. And be it enacted, That for the Purpose of affording proper Facility of Communication between the Parts of the said Coal Wharf and Land adjoining in the Occupation of the said *Arthur Craven*, lying on the different Sides of the said Embankment, the said Company shall, with the Consent of the Owner of the said Land, cause to be made or built, at their own Expence, and in a good and workman-like Manner, at such Part of the said Embankment on the said Land so to be taken and purchased as aforesaid as shall be selected for that Purpose by the said *Arthur Craven*, his Executors, Administrators, and Assigns, and, in case he or they shall require the same, an ornamental Archway, fit and convenient for the Passage of Carriages, Waggon, Carts, Cattle, and Foot Passengers, and of a proper Height and Breadth, and shall at all Times hereafter, at their own Expence, keep the same Archway in good and substantial Repair, and that, save for the Purpose of making such Repairs, the said Company shall not, nor shall any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, acquire by the Powers of this Act a Right to pass through or enter into the said Archway for any Purpose or on any Pretence whatsoever; and that the said Company shall, at their own Expence, and within Two Years after the Completion of the said Embankment, cause to be planted with proper *English* Forest Trees and Shrubs the Slopes of the said Embankment upon the said Land so to be taken and purchased as aforesaid: Provided however, that such Trees or Shrubs shall in no respect interfere with or injure the said Railway, and that the Owner or Owners for the Time being of the said Coal Wharf and Land adjoining shall be considered as Lessees of the said Slopes for the Term

Term of One thousand Years from the passing of this Act, at a Peppercorn Rent, with unlimited Power of cutting down from Time to Time the Trees and Shrubs for the Time being growing on the said Slopes, and of planting others thereupon, so that the said Owner or Owners for the Time being of the said Coal Wharf and Land adjoining may have the absolute and sole Control over the said Plantations; and that, save for the Purpose of making necessary Repairs in or upon the said Embankment, it shall not be lawful for the said Company at any Time hereafter, nor for any of their Agents or Workmen, nor any Person allowed by the said Company to pass along the said Railway or Embankment, to enter upon the said Slopes or into the said Plantations for any Purpose or on any Pretence whatsoever.

XXXI. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands or any Lands adjoining thereto to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also to make or construct, upon, across, under, or over the said Railway or other Works, or any Lands, Streets, Hills, Vallies, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses during such Time as may be necessary for constructing Tunnels, Bridges, or Passages over or under the same; and also to divert or alter the Course of any Roads or Ways, or to raise or sink any Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway; and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway, for the Purpose of conveying Water from or to the said Railway; and also, in or upon the said Railway or any Lands adjoining or near thereto, to erect and make such Toll and other Houses, Warehouses, Yards, Stations, Engines, and other Works and Conveniences connected with the said Railway as the said Company shall think proper; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things necessary or convenient

Power to
take Lands,
&c.

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

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

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

Power to treat for the Purchase of Lands.

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

Persons under legal Disability empowered to sell and convey Lands.

XXXIV. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femmes Covert, or other Persons, and to and for all Femmes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and

and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

I of in consider-
 ' I ation of the Sum of to me [*or, as the Case* Form of
 ' *may be*, into the Bank of *England*, in the Name and with the Conveyance
 ' Privity of the Accountant General of the Court of Exchequer, to the Com-
 ' *ex parte* The Northern and Eastern Railway Company, *or* to *A. B.* pany.
 ' of and *C. D.* of Two Trustees
 ' appointed to receive the same], pursuant to the Act after mentioned,
 ' paid by the Northern and Eastern Railway [*or* the said] Company,
 ' established and incorporated by an Act of Parliament passed in the
 ' Year of the Reign of King *William* the Fourth [*here set*
 ' *forth the Title of this Act*], do hereby convey [*or, in Cases of Copy-*
 ' *hold or Customary Lands requiring Surrender*, do hereby agree to
 ' surrender] to the said Company, their Successors and Assigns, all
 ' [*describing the Premises to be conveyed*], together with all Ways,
 ' Rights, and Appurtenances thereunto belonging, and all such
 ' Estate, Right, Title, and Interest in and to the same and every
 ' Part thereof as I am or shall become seised or possessed of, or am
 ' by the said Act capacitated or empowered to convey, to hold the
 ' said Premises to the said Company, their Successors and Assigns
 ' for ever, according to the true Intent and Meaning of the said
 ' Act. In witness whereof I have hereunto set my Hand and Seal
 ' the Day of in the Year of our
 ' Lord

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

XXXV. Provided always, and be it further enacted, That if any Conveyance
 Contract shall be made for or in respect of any Lands to be taken or of Copy-
 used by virtue of the Powers of this Act which shall be of Copyhold holds.
 or Customary Tenure, or in the Nature thereof, every such Contract
 shall be executed and completed by Surrender of such Lands in the
 Court of the Manor of which the same may be held or Parcel
 according to the Custom of such Manor, which Surrender shall and
 may be made by all Corporations and Persons by this Act authorized
 and empowered to make Conveyances of other Lands, and shall
 have like Force and Effect in respect of such Copyhold or Customary
 Estates and Interests as such Conveyance as aforesaid made by the
 same Corporation or Person would have had over the Lands com-
 prised

prized in such Surrender in case the same had been of Freehold Tenure in the same Corporation or Person, and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of Right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent the Lord of such Manor from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Company shall pay a reasonable Recompence and Satisfaction for the Loss which may arise to such Lord in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreements all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and in consequence shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall be so sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Lords of
Manors
under Dis-
ability em-
powered to
enfranchise.

XXXVI. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or Parcel, and whether a natural Person or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee to contract for, and the several Corporations and Persons aforesaid are hereby empowered to contract for the Enfranchisement of and to enfranchise such Copyhold
or

or Customary Lands, by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lord or other Corporation or Person hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

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

Regulation
for Appoint-
ment of
Rents of
Copyholds.

XXXVIII. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste shall be situate (or if the same shall not be the Waste of any Manor then having such Estate or Interest in the Soil of the said Lands) as the Corporation and Persons who are by this Act enabled to sell other Lands have in such Lands (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguish-

Waste Lands
to be con-
veyed by the
Lords of
Manors.

[Local.]

48 Z

ment

If no Meeting take place, Compensation to be settled by a Jury. Directing how Notice of such Jury shall be served.

on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid; unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as hereby is authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

Declaring what shall be deemed Common or Waste Land.

XL. And be it further enacted, That no Land shall be deemed or taken to be Common or Waste Land within the Meaning of the Provisions herein contained, so as to entitle the Churchwardens of the Parish for the Time being to receive and agree respecting the Amount or Apportionment of any such Compensation Money as before mentioned, except the same shall be the Waste of some Manor, and liable to the Exercise of Rights of Common during the whole of the Year without Interruption.

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

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

or

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

XLII. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands, and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lessor from whom such Lands are holden, or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in

[Local.]

44 A

respect

Rents of
Leases to be
apportioned.

respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionments shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Where a Part of any Lands to be purchased is subject to a Rent, the Remainder, if Rent be not apportioned, to remain subject thereto.

XLIII. And whereas the said Company may purchase Lands, Tenements, or Hereditaments holden together with other Lands, Tenements, or Hereditaments not purchased by the said Company by Lease or Leases for a Life or Lives, or for a Term or Terms of Years absolute, or determinable on some Event or Events, all which Hereditaments may be subject to One entire Rent or several entire Rents, and to One Set of Covenants and Agreements relating to the whole of the Premises so demised, and to One or more Proviso or Provisoes, Condition or Conditions, for Re-entry on Nonpayment of Rent, or Breach or Nonperformance of all or any of such Covenants or Agreements, and on such Purchase or Purchases the entire Rent or Rents may have been or may hereafter be apportioned, and Part of such Rent or Rents may have been or may hereafter be extinguished, and the Term or other Estate and Interest of the Lessee or Lessees may have been or may be hereafter merged and extinguished, and, under the Authority of this Act, such Proportion of the Rent or Rents payable for or in respect of the Leasehold Premises comprised in any One Lease as may not be intended to be extinguished, and the Remedies for the same are preserved, but it is deemed advisable that the Provisions herein contained should be extended for the Benefit of Lessors in any such Leases, and their Representatives, and of all other Persons entitled or to become entitled to such Rents, and the Benefit of such Covenants, Provisoes, and Agreements; be it therefore enacted, That in all Cases where any Lands, Tenements, or Hereditaments shall be purchased by the said Company which shall be holden together with such other Lands, Tenements, or Hereditaments not purchased by the said Company under one or the same Lease, such last-mentioned Lands, Tenements, or Hereditaments shall (in case there shall be no Apportionment of Rent) be and remain subject to the whole of the Rent or Rents reserved by the Lease under which the same shall be holden, together with the Lands, Tenements, or Hereditaments purchased by the said Company, and that the Remedies for the Recovery of such entire Rent or Rents shall be and at all Times remain as effectual as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally charged with the whole of such Rent or Rents; and that in all Cases where any such Lands, Tenements, or Hereditaments so holden by Lease as aforesaid (together with other Lands, Tenements, or Hereditaments) shall be purchased by the said Company, all the Covenants, Provisoes, Conditions, and Agreements contained in any such Lease or Leases as aforesaid shall be and remain as effectual with respect to the Lands, Tenements,

ments, or Hereditaments comprised in such Lease or Leases, and not purchased by the said Company, as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally comprised in such Lease or Leases, save and except that where any Rent or Rents shall or may be apportioned under the Authority of this Act such Covenants, Provisoos, and Agreements, so far as the same relate to the Payment or Nonpayment of Rent, shall extend only to such Proportion of Rent as shall not have been merged or extinguished.

XLIV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands which shall be required to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person or Corporation, and whether in Possession of such Lands by virtue of such Mortgage or not), and which, whether such Mortgage shall affect such Land solely or jointly with any other Lands which shall not be so required, shall, on Tender of the Principal Money and Interest due on such Mortgage, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money by the said Company, immediately convey, assign, and transfer the respective Interests of such Mortgagees in the Lands which shall be so required to the said Company, or to such Person as they shall appoint, and which Conveyance, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on such Mortgage at the End of Six Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall convey, assign, and transfer their respective Interests in the Lands which shall be so required for the Purposes of this Act to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to convey, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to convey, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest and the Costs (if any) due on any such Mortgage as aforesaid into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon, or upon such Conveyance, Assignment, or Transfer by any such Mortgagee as aforesaid, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or for whom he shall be Trustee, shall vest in

Mortgagees
to convey to
Company.

in the said Company, and the said Company shall be deemed to be in the actual Possession of the Premises and Estates comprised in such Mortgage, or so much thereof as shall be required for the Purposes of this Act, to all Intents and Purposes whatsoever.

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

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

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

XLVI. And be it further enacted, That in all Cases where any Lands purchased or intended to be purchased by the said Company are or shall be subject jointly with other Lands not intended to be purchased to or with any Rent, Payment, Mortgage, or Incumbrance, and the Party entitled to such Rent, Payment, Mortgage, or Incumbrance, or by this Act capacitated to sell, release, or apportion the same, or to release the Lands so purchased therefrom, shall consider the remaining Part of the Lands so jointly subject a sufficient Security for such Rent, Payment, Mortgage, or Incumbrance, and shall therefore be willing to release the Lands so purchased by the said Company therefrom, then and in any such Case it shall be lawful for the Party entitled to or by this Act capacitated to sell, release, or apportion such Rent, Payment, Mortgage, or Incumbrance, or to release the Lands so purchased or intended to be purchased therefrom, with the Consent of the Owner of the Land so purchased or intended to be purchased, and also of the Owner of the remaining Lands so jointly subject as aforesaid (and which Owner is hereby declared to include and extend to all Corporations and other Persons by this Act authorized and empowered to sell and convey Lands), to release the Lands so purchased or intended to be purchased as aforesaid from the Rent, Payment, Mortgage, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and when any Lands purchased by the said Company shall be so released as last aforesaid the remaining or other Lands not intended to be purchased, and being so jointly subject as aforesaid, shall thenceforth be and remain wholly and exclusively charged with and subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and all Remedies for the Recovery thereof against such remaining or other Lands, and the Owners and Occupiers thereof respectively, shall not be prejudiced by reason of such Release as aforesaid, but shall at all Times thereafter remain as effectual as if such remaining or other Lands had been originally exclusively charged with the full Amount of such Rent, Payment, Mortgage, or Incumbrance: Provided always, that when any Land so purchased as aforesaid shall be released as aforesaid it shall be lawful for the said Company on Tender for that Purpose of any

Lands subject to Incumbrances may be released on certain Conditions.

[Local.]

44 B

Deed

Deed or Instrument creating or transferring such Rent, Payment, Mortgage, or Incumbrance, to affix their Common Seal to a Memorandum endorsed on such Deed or Instrument declaring what Part of the Lands originally subject to such Rent, Payment, Mortgage, or Incumbrance shall have been purchased and released as aforesaid by virtue of this Act, and also declaring that the remaining or other Lands so before jointly subject as aforesaid are thenceforth to remain and be wholly and exclusively charged with and subject to the full Amount of the said Rent, Payment, Mortgage, or Incumbrance; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts: Provided also, that the several other Powers and Provisions herein-before contained touching the Release of the Lands required for the Purposes hereof from any Rent, Payment, Incumbrance, or Mortgage charged thereon, affecting the same, either solely, or jointly with any other Lands, shall not be prejudiced, altered, or affected by the said Powers and Provisions last herein-before contained, but it shall be lawful for all Parties interested to act under the Powers and Provisions last herein-before contained, or the other Powers and Provisions aforesaid, in relation to any such Rent, Payment, Mortgage, or Incumbrance as aforesaid, as they may respectively deem it expedient.

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

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

Plan to be delivered with Notice.

XLVIII. Provided always, and be it enacted, That together with such Notice as aforesaid shall be delivered a Plan to a Scale of not less than Four Chains to an Inch, whereon shall be properly delineated the whole Space required by the said Company for the Purposes of the said Railway, its Slopes and Fences, together with a Section of the Lands, and a Statement of the Quantity of Land in each Parcel of the Lands through which it is intended that the said Railway shall pass.

Satisfaction to be made

XLIX. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, or to enfranchise

enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, or to sell and convey any other Rights and Interests in Lands, and the respective Owners and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as are in this Act contained as to the Payment thereof, accept and receive Satisfaction for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for any Damage occasioned to such Lands by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Compensation, or Satisfaction, the same respectively or any of them concerning which they do not so agree shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

for Lands
taken for
Railway.

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

Power to
purchase
Lands on
Chief Rents.

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

Form of
Conveyance.

ing, and enlarging the Powers of the said last-mentioned Act; and also in the Rates made and assessed under and by virtue of a certain other Act of Parliament made and passed in the Tenth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for improving the Police in and near the Metropolis*; be it therefore enacted, That from and after the passing of this Act, and until the Works hereby authorized to be made and done shall be completed and assessed as herein-after mentioned to the said several Rates, the said Company shall be subjected and liable to be rated and assessed to the several and respective Rates and Assessments aforesaid, for or in respect of all and every Land, House, Shop, Warehouse, or other Building, Tenement, or Hereditament which the said Company shall for the Purposes of this Act pull down or demolish, or which shall become unoccupied by reason of any Notice or other Proceedings given or taken to or by the said Company, according to the Amount or Produce of such several Rates and Assessments respectively as the same are or shall be respectively rated or assessed in and by the said several Rates and Assessments from the Time at which the Company shall take Possession of the said Premises respectively, and the said Company shall pay the same from Time to Time accordingly to the several Collectors of the said Rates and Assessments.

10 G.4. c.44.

LIII. And be it further enacted, That when and so soon as the Works hereby authorized to be made and done shall be completed the said Company shall be subject and liable to be rated and assessed, and shall be rated and assessed, to the respective Rates and Assessments made or to be made under or by virtue of the said recited Acts of the Fourth and Fiftieth Years of the Reign of His late Majesty King George the Third, and of the Thirtieth Year of the Reign of His said late Majesty, and the several Acts for amending the same, and also of the Tenth Year of the Reign of His late Majesty King George the Fourth, to such an Amount at least as all and every the Land, House, Shop, Warehouse, or other Building, Tenement, or Hereditament, which the said Company shall for the Purposes of this Act pull down or demolish are or shall be rated or assessed at in and by the several Rates and Assessments made or to be made by virtue of the said recited Acts, from the Time at which the said Railway shall so far be made or completed as aforesaid, and the said Company respectively shall pay the same from Time to Time accordingly to the respective Collectors of the said Rates or Assessments.

Company to be assessed to the Rates when the Works are completed.

LIV. And be it further enacted, That all and every the Parliamentary, Parochial, and District Rates herein-before mentioned, and the several Sum and Sums of Money which shall or may become payable on account thereof under or by virtue of this Act, or otherwise, shall be paid and payable by the Company, and in case of Default of such Payments for the Space of Twenty Days by the said Company next after Demand in Writing given by the said Collector or Collectors of the same Rate the Collector or Collectors of the said Rate are hereby empowered to levy the same by Distress and Sale of the Goods and Chattels of the said Company.

For Recovery of Rates.

LV. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons

In case the Parties re-

[Local.]

44 C

sons

fuse or are
incapable to
treat the
Value of
Land and of
Damages to
be settled by
a Jury.

sons or Corporations interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled and capacitated to sell, agree, or convey as aforesaid shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money or Satisfaction or other Compensation as aforesaid shall refuse to accept such Purchase Money or Satisfaction or other Compensation aforesaid as shall be offered by the said Company; and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat, or shall not agree with the said Company for the Sale and Conveyance of their respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Company to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Five at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be One of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matter in question, then to any of the Coroners of such Counties not interested as aforesaid, or if all the Coroners shall be so interested then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not interested as aforesaid, a Person having more recently served either Office being always preferred, commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return a Jury of at least Eighteen sufficient and indifferent Men qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at
Westminster;

Westminster; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, or Coroner, or other Person, or some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured, being so qualified as aforesaid, to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under-Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths, or being Quakers or Separatists upon their Affirmations, which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer, inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of Right purchased by the said Company from any other Person or Corporation, and also the Sum of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever: Provided always, that in such Inquiry the Person or Persons claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company
to

to the Party with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House of the Person, or of the Clerk or Agent or principal Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise.

Compensation Money to be apportioned.

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

Verdicts to be recorded.

LVII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County or Place in which the Matter of Dispute shall have arisen among the Records of the Quarter Sessions for such County or Place, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

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

LVIII. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker or Separatist to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Expences, or appearing shall refuse to be sworn, or, being a Quaker or Separatist, to make Affirmation, or to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person so presiding as aforesaid), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which said Penalties and Forfeitures shall and may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

LIX. And

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

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

LX. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury, and of the Inquisition or Judgment thereon, or in anywise attending or incident to the same, and of Witnesses, and also the Bond to be given by the Parties requiring such Jury to be summoned as herein-after mentioned, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, under a Warrant to be issued for the Purpose by any Justice of the Peace for the County, City, or Place wherein such Inquisition shall be held, not interested in the Matter in question; which Warrant such Justice is hereby authorized and required to issue, under his Hand and Seal, on Application to be made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for any less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money to be adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Tender or Payment in satisfaction of the whole Sum: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and

Expences of Jury how to be paid.

agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

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

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

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

LXII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Corporation or Person making such Complaint, stating the Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company, Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Tenants at Will or for Years to quit Lands after Notice.

LXIII. And be it further enacted, That all Tenants at Will, Lessees for a Year, Tenant from Year to Year, and other Persons in Possession of any Lands which shall be intended to be taken or used for the Purpose of this Act, and who shall have no greater Interest in the Premises than as Tenant at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver the Possession of such Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as in such Notice they shall be respectively required, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee, or Person so in Possession as aforesaid, shall refuse to deliver such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Five at least of the Directors of the said Company, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession

Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue from the issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

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

Interests of such Tenants may be settled by a Jury.

LXV. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Lease or Agreement for Lease or Grant thereof, the said Company are hereby authorized to require such Party to produce or shew the Lease or Agreement for Lease or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Agreement for Lease or Grant shall not be produced or shewn within Twenty-one Days after Demand made by the said Company, or any Person by them authorized, the Party claiming such Compensation or Satisfaction shall be considered as holding only from Year to Year.

Persons holding under Leases to produce the same.

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

Settling Disputes as to Damages to a small Amount.

LXVII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of any of the Powers of this

In case of not making out Titles,

this

&c. the Money to be paid into the Bank.

this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any other Right or Interest to, in, or affecting any such Lands, or otherwise for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or cannot conveniently be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to the Satisfaction of the said Company, for the Purposes of this Act; to the Lands, Right, or Interest for or in respect whereof such Money, Compensation, or Satisfaction shall be agreed or awarded to be paid, or if any Party entitled unto or to convey such Lands, Right, or Interest shall not be known, or cannot conveniently be found, or shall be absent from *England*, or shall refuse or neglect to convey the same, or shall not be shewn to the Satisfaction of the said Company to be such Party, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

LXVIII. Provided always, and be it further enacted, That where any Question shall arise, in reference to the Provisions aforesaid or otherwise, upon this Act, touching the Title of any Party to any Lands, or to any Interest in any Lands, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, according to such Possession until the

the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

LXIX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation or Satisfaction under this Act which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert or other Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, or unborn, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Northern and Eastern Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the Lands in respect whereof such Money shall be paid, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting such Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three

Application of Compensation Money amounting to 200l.

1 G. 4. c. 35.

[Local.]

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Pounds

Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being be entitled to the Rents and Profits of such Lands so to be purchased and settled.

Application of Compensation Money when less than 20% and exceeding 20%.

LXX. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands in respect whereof such Money shall be awarded and agreed to be paid, and of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as last aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is last herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when not exceeding 20%.

LXXI. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof such Money, Compensation, or Satisfaction shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid for their Use to their respective Husbands, Guardians, Committees, or Trustees.

Providing for Expences of incapacitated Persons.

LXXII. And be it further enacted, That where by reason of the Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements, or Hereditaments to be taken under or by virtue of this Act, or from any other Cause whatsoever, the Purchase Money for such Lands, Tenements, or Hereditaments, or any Money to be paid

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

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

Expences of Title to be paid by the Company.

LXXIV. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs,

Expences of Title how to be ascertained.

Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court, to be taxed in the usual Manner, and such Order shall be served on the Party or Parties aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount at which the same shall be so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken, as herein-after mentioned, shall be paid to the Person or Persons aforesaid; and the said Money so deposited as aforesaid shall be applied, under the Direction of the said Court, towards the Payment thereof, so far as the same will extend: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* the Northern and Eastern Railway Company, pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expences shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Power to enter Lands, &c. on Payment or Tender of Purchase Money.

LXXV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury or Justices, in manner aforesaid, for the Purchase of any Lands; or as a Satisfaction and Compensation for any Loss or Injury as aforesaid to the respective Proprietors of such Lands, or other Persons entitled according to the Provisions of this Act to receive such Money or Satisfaction or Compensation respectively, within Three Calendar Months next after the same shall have been so agreed on or awarded, or, whenever any of the respective Cases shall happen wherever such Money, Satisfaction, or Compensation as herein-before authorized is directed to be paid into the Bank of *England*, then upon Payment of the same into the Bank of *England* in manner in such Case authorized or directed it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the

Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act, and the said Company shall not be bound to see to the Application of any such Purchase Money, Compensation, or Satisfaction; and such Payment or Tender and such Conveyance as herein-before mentioned, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned as herein-before mentioned: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands, for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

LXXVI. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Part of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, and other Materials, or of manufacturing such Clay into Bricks, or of getting and procuring Earth and Materials from such adjoining Lands for forming Embankments, or for making Bricks, or for forming temporary Roads or Approaches to and from the said Works; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, shall be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Land or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Stone, Bricks, Slate, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, and also to make use of any existing Roads, and to dig, cut,

Compensation to be made for temporary Damage.

[*Local.*]

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take,

take, remove, and carry away, out of and from such adjoining Lands or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, without having previously made such Payment, Tender, or Investment as herein-before mentioned; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and the said Company making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners or Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that before entering upon any Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Securities, who shall enter into a Bond to such Owner or Occupier in a Penalty to the Amount of Fifty Pounds for every Acre of Land required for such temporary Purposes, and so in proportion for a greater or less Quantity, conditionally for the Payment of such Compensation, such Sureties to be approved of by Two Justices of the County or Place in which the same Lands shall be situated in case the Parties differ about the same: Provided further, that the said Company shall and they are hereby required, within Six Calendar Months after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway and Works the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intentions to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fences so much of such Lands as shall be required to be used as aforesaid from the other Lands adjoining thereto: Provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway: Provided also, that nothing herein contained empowering the said Company to enter upon Lands for the Purpose of making or manufacturing of Bricks, or for erecting any Steam Engine or Steam Engines thereon, shall extend, or be taken, deemed, or construed to extend to any Lands lying and being within the aforesaid Parish of *Saint John at Hackney* belonging to *William George Daniel Tyssen*.

Company
not to sell
Bricks or
Brick Earth
made or

LXXVII. Provided always, and be it further enacted, That the said Company shall not directly or indirectly sell to any Person or Persons whomsoever any Bricks made or manufactured from Earth dug in the said Parish of *Saint John at Hackney*, or any Brick Earth dug
in

in the said Parish of *Saint John* at *Hackney*; and that no Bricks shall be made from Earth dug in the said Parish out of Land which shall be purchased or taken under the Authority of this Act in this Parish, except such as shall be used in making the said Railway, or the Bridges, Arches, or other Works to be made by the said Company under the Authority of this Act; and that all Brick Earth dug in the said Parish out of such Land which shall not be made into Bricks shall be used in making Embankments for the Purposes of the said Railway, or otherwise shall be deposited on some other Part of the Land belonging to the Persons from whom such Land was purchased or taken, with the Consent and for the Benefit of such Person or Persons; and if the said Company shall sell or permit to be sold any Bricks made with Earth dug in the said Parish, or any Brick Earth dug in the said Parish under the Authority of this Act, they shall for every such Offence forfeit and pay to the Person or Persons from whom the Land out of which such Earth was dug Double the Amount of the Value of such Bricks or Brick Earth, as the Case may be, which shall and may be ascertained and recovered in like Manner as any Damages payable by the said Company are directed to be ascertained and recovered by this Act.

dug in
Hackney.

LXXVIII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or other Person acting under their Authority to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the previous Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and it shall be so certified in manner hereinbefore provided for in Cases of unintentional Errors in the said Book of Reference.

Houses and
Gardens not
to be taken
without Con-
sent unless
specified in
Schedule.

LXXIX. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places upon the Line of such Railway where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for Embankments for crossing Valleys or low Grounds, or for Cuttings through high Grounds, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouse, Wharf, or other Erection and Buildings, and not in any Place exceeding Two hundred Yards on each Side of the said Line of Railway, except at or near the Termination of the Line of such Railway within the Parishes of *Trumpington* in the County of *Cambridge* and *Saint Luke Old Street* and *Saint Mary Islington* in the County of *Middlesex* respectively, and except also on Commons, Downs, or Waste Lands, unless with the previous Consent in Writing of the Owners and Occupiers

Breadth of
Land to be
taken for
Railway.

cupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Where small
Parcels of
Land are in-
tersected
Company
compellable
to purchase
the whole.

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

Empowering
Company to
purchase
Fifty Acres
of Land for
the Purpose
of additional
Stations, &c.

LXXXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands not exceeding in the whole Fifty Statute Acres, in addition to the Lands herein-before authorized to be taken, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Corporations and Persons, including specially such Corporations and Persons as are herein-before capacitated to sell and convey other Lands for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned or any of them, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

Company
authorized
to sell Lands
not required
for addi-
tional Sta-
tions, &c.,
and after-

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

by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner hereinbefore mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes last hereinbefore mentioned shall not exceed at any One Time the Number of Acres for those Purposes expressly specified or allowed in this Act; and in the meantime and until the said Company shall think proper to make such Sale it shall be lawful for the said Company to let such Lands, or any Part thereof, to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

wards to purchase other Lands for the same Purposes.

LXXXIII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Fifty Statute Acres of Land, by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Corporations or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Corporations or Persons being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Fifty Statute Acres for the Purposes last aforesaid; and in case the said Company shall purchase such Fifty Statute Acres from any Corporations or other Persons under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Corporation or Person being under legal Disability or Incapacity, nor for the same nor for any other Corporation or Person being under legal Disability or Incapacity to sell to the said Company any other Land in lieu of such Fifty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

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

LXXXIV. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Lands purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, unless the

Company not to claim Mines, &c. under Land purchased.

[*Local.*]

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said

said Mines shall have been expressly purchased by and conveyed by the Owner or Owners thereof to the said Company; but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall, unless the contrary be expressed, be deemed to be excepted out of the Purchase of such Lands, and may, subject to the Restrictions herein-before contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals no Damage be wilfully done to the said Railway or Works, and the said Mines and Minerals be not worked in an improper Manner.

Owners of Mines to give Notice to the Company of their Intention to work them, and Company to have Liberty to purchase.

LXXXV. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, or cause the same to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase and to purchase any such Mines or any Part thereof the getting and working of which may appear likely to prejudice or damage the said Railway or other Works; and in case the said Company, and such Proprietor, Lessee, or Tenant, do not agree as to the Amount or Value of such Mines, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-before directed with respect to the Lands which may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days declare their Desire to purchase the said Mines, and treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Parts of the said Mines as lie under the said Railway and other Works or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done, or be caused by the working of the said Mines in an improper Manner.

If Company purchase Mines, Owners of Mines adjoining on each Side of the Railway may make Communications.

LXXXVI. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased, to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines or Strata so purchased by the said

said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines on each Side of the Mines so purchased as aforesaid, the requisite Number of such Airways, Headings, Gateways, or Water Levels, in case the Parties differ about the same, being settled and decided by Two competent Persons, one to be appointed by the said Proprietor, Lessee, or Tenant, and the other by the said Company; or if either such Proprietor, Lessee, or Tenant, or the said Company, shall for Seven Days after being required neglect or decline to appoint such competent Persons, or if such competent Persons, being appointed, shall for Fourteen Days after their Appointment fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the County, Liberty, or Place where such Mines shall be situated, such Justices not being interested in the Matters or Questions, and their Decision shall be binding; and such Justices are hereby authorized and empowered, at the Request of either Party, to take cognizance of all such References, and to act therein accordingly: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company, for Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines: Provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut as in any way to impede the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

LXXXVII. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass wherein any such Mines shall be found, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the
Directions

Method of
discovering
when Mines
are working
under the
Railway.

Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, then and in such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

No Shaft to
be sunk on
the Railway.

LXXXVIII. And be it further enacted, That from and after the passing of this Act no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the said Railway: Provided always, that it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connexion Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway; provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway, or interrupt in any Manner the free Passage upon or along the same.

Enabling the
Company
to sell Lands
not wanted.

LXXXIX. And whereas by means of Purchases which the said Company are empowered or required to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effectuating the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years after the passing of this Act, to sell, and by Deed under their Common Seal to convey to the Purchasers thereof, any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands, or any Part thereof, in such Manner as they shall deem most advantageous; and such Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company before they shall dispose of any such superfluous Lands shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately join the Lands so proposed to be sold, such Persons being in *England* and conveniently to be found, and at the Time when such Lands shall be sold capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their
Desire

Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease, and a Declaration pursuant to an Act passed in the Sixth Year of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits,' and to make other Provisions for the Abolition of unnecessary Oaths,* made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County or Place where such Lands may be situate, by some Person not interested in such Lands, stating that at the Time when such Lands shall have been sold the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof of the Fact or Facts therein stated; and in case any such Person as last aforesaid shall be desirous of purchasing any such Lands, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company, and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act.

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

XCI. Provided always, and be it further enacted, That the said Company shall not be at liberty to take, for the Purposes of building Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, or other Buildings for the Purposes of this Act, any

[Local.]

44 H

more

Company upon Payment of Money to give Receipts.

Restrictions as to the Lands of F. C. James Pemberton

in Trumpington
aforesaid.

more of the Lands of *Francis Charles James Pemberton* Esquire, in the Parish of *Trumpington* in the said County of *Cambridge*, (in addition to the Land required for the Line of the said Railway,) than Ten Statute Acres, without the Consent in Writing of the said *Francis Charles James Pemberton*, his Heirs or Assigns, first had and obtained, and that the Land so to be taken shall, as near as Circumstances will permit, be in a rectangular Form as near as may be, unless the Shape thereof shall be altered with the Consent of the said *Francis Charles James Pemberton*, his Heirs or Assigns, the Side of which Square shall be bounded by the River *Cam* at the Point of Junction of the said Railway with the said River as laid down in the said Map or Plan deposited with the Clerk of the Peace for the said County of *Cambridge*: Provided that such Depôt shall not extend nearer to the said Farmhouse and Homestall in the Occupation of the said *Lilly Edleston* than Two hundred Yards; and that the said Company shall not at any Time or Times after the passing of this Act, without such Consent as aforesaid, erect or permit to be erected on the Land so to be taken as aforesaid any Houses or other Buildings or Erections than such as shall strictly be required for the Use of the said Railway and Depôt and other the Purposes of the said Company; and that the said Company shall not, at any Time or Times after the passing of this Act, without such Consent as aforesaid, form or maintain any Depôt or Station for any of the Purposes of the said Company in the said Parish of *Trumpington* in the said County of *Cambridge*, or on the South or East Sides of the said River *Cam*, other than and except upon the Land so to be taken as aforesaid: Provided that if the said Company shall at any Time or Times hereafter be empowered to extend the said Railway Eastward from any Point in the said Parish of *Trumpington* the Provision and Restriction lastly herein-before contained shall not be construed to restrict the said Company from establishing a Depôt, Station, and other necessary Works in the said Parish of *Trumpington* at or about the Point or Place from which the said Railway shall be so extended.

Company on being empowered to extend the Railway to the Eastward not to be restricted from establishing a Depôt in Trumpington.

Restrictions as to the Entry and commencing the Works upon certain Lands of Mr. Pemberton.

XCII. And be it further enacted, That the said Company shall not, without the Consent in Writing of the said *Francis Charles James Pemberton*, his Heirs or Assigns, enter on any of his Lands which lie between the *London Turnpike Road* in the said Parish of *Trumpington* and the said River *Cam*, nor commence any of their Works upon any Part of the same Lands until the Ground or Bed of the said Railway along the Line thereof from the Parish of *Stapleford* in the said County of *Cambridge* up to the said Turnpike Road shall be laid out and formed; and that the said Company shall not, without such Consent as aforesaid, commence any of their Works between the North Side of the Parish of *Shelford* in the said County of *Cambridge* and the Turnpike Road leading from *London* to *Cambridge* until the Ground or Bed of the said Railway along the Line thereof between the Parish of *Pampisford* in the said County of *Cambridge* and the said Parish of *Trumpington* shall be laid out and formed; and that the said Company shall not, without such Consent as aforesaid, at any Time or Times after the said Ground or Bed of the said Railway across the Lands of the said *Francis Charles*

Charles James Pemberton shall be laid out and formed, dig or raise any Brick Earth, Clay, Gravel, or other Materials on or from any of the Lands of the said *Francis Charles James Pemberton*, for any of the Purposes comprised in this Act, situate between the Road leading from *London* to *Cambridge* and the River *Cam*, nor make or burn any Bricks, Tiles, or Lime on any of the said Lands between the said Turnpike Road and the said River *Cam*, nor make any temporary Roads over any Part of the Lands of the said *Francis Charles James Pemberton*, situate as aforesaid between the Road leading from *London* to *Cambridge* and the River *Cam*; and that the said Company shall not, in laying out and forming the Ground or Bed of the said Railway, or at any Time or Times thereafter, without such Consent as aforesaid, lay or deposit any Gravel, Waste Earth, or other Materials upon any of the Lands of the said *Francis Charles James Pemberton* which may occasion any Nuisance, Inconvenience, or Injury to the Occupier for the Time being of the said Farmhouse belonging to the Farm called *Clay Farm*, now in the Occupation of *Frederick William Rowley*, his Tenant: Provided that the Restriction lastly herein-before contained shall not impede the Works of the said Company, when, under the Provisions aforesaid, they shall be empowered to commence the deep Cutting near the said Farmhouse, but that when such deep Cutting shall have commenced, and during the Progress thereof, the said Company shall as speedily as possible convey away from their Lands in the said Parish of *Trumpington* all the Earth, Clay, Gravel, and other Materials which shall be raised in the Course of such deep Cutting, and shall not permit the same or any Part thereof to be laid in Heaps within View of the said last-mentioned Farmhouse, so as to occasion any Nuisance or Inconvenience to the Occupiers thereof for the Time being; and in making the said last-mentioned deep Cutting the said Company shall commence the same at the North End thereof, and proceed regularly in a South Direction, and during the Progress thereof over *Clay Farm* aforesaid shall make and maintain a good and sufficient Fence on both Sides of the said deep Cutting, so as to prevent Depredations on the said Farm.

XCIII. And be it further enacted, That if the said Company shall make a Communication Road over the Lands of the said *Francis Charles James Pemberton* near the said River *Cam* to the Turnpike Road leading from *London* to *Cambridge* into the Parish of *Little Saint Mary* in *Cambridge*, as laid down in the said Map or Plan deposited with said Clerk of the Peace for the said County of *Cambridge*, the said Company shall and they are hereby required, at their own Expence, if required by or on behalf of the said *Francis Charles James Pemberton*, his Heirs or Assigns, by Writing to be left at the Office of the said Company in *London*, to make, set up, and at all Times thereafter maintain a proper and sufficient Fence of Oak, not less than Seven Feet in Height, along the whole of the South Side, or so much of the said Communication Road as lies in the said Parish of *Trumpington*, and a proper and sufficient Oak Fence, of not less than Six Feet in Height, along the whole of the North Side of such Communication Road, such Fences to be so constructed and united to the said Depot or Railway on both Sides of the said Communication Road as to prevent

Company to make a Fence of Oak along South Side of Communication Road in Trumpington.

vent any Passage on either Side thereof upon the adjoining Land, except through the Gates to be made in such Fences for the sole Use of the said *Francis Charles James Pemberton*, his Heirs and Assigns, and his and their Tenants, and also make and at all Times thereafter maintain as many Gates, and of such Description, in both the said Fences, as the said *Francis Charles James Pemberton*, his Heirs or Assigns, Owners of Lands on each Side of the said Road, shall from Time to Time require, and as shall reasonably be required for the Use of the said Lands, and also that the said Company shall, after such Communication Road shall be so made as aforesaid (if required as aforesaid), at their own Expence make, set up, and at all Times thereafter maintain a proper and sufficient close Fence of Oak, not less than Eight Feet in Height, on the North-east and West Sides of the Homestall of the said *Francis Charles James Pemberton*, which is on the East Side of the said proposed Road, and is now in the Occupation of *Lilley Edleston*, as Tenant of the said *Francis Charles James Pemberton*, so as to protect the said Homestall, and the Occupiers thereof, from Depredation, Injury, and Damage, which might be occasioned by reason of the Proximity of the said Railway Station and Road to the said Homestall.

Company to make necessary Works for preserving Drainage.

XCIV. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, at all Times after they shall have entered any of the Lands of the said *Francis Charles James Pemberton* for any of the Purposes aforesaid, to maintain, and, if necessary, new make such Works as shall be necessary for preserving the present Drainage of the Estate of the said *Francis Charles James Pemberton* in the said Parish of *Trumpington*, and conveying the Waters therefrom, as the same are now conveyed into the Parish of *Little Saint Mary* aforesaid.

General Powers, &c. in Act as to Works extended to the Works on Mr. Pemberton's Estate.

XCV. And be it further enacted, That all the Powers, Provisions, Directions, and Regulations contained in this Act in reference to and for the Protection of the Lands and Property of Persons adjoining or contiguous to the Line of the said Railway, and for allowing Compensation for Land taken and Injury done under the Powers of this Act, shall (without Prejudice to other Remedies) extend and apply to the allowing Compensation as aforesaid, and to the making and maintaining the Fences, Gates, Drains, and other Works hereby required to be made and maintained in reference to the Lands and Property of the said *Francis Charles James Pemberton*, as fully and effectually, to all Intents and Purposes, as if such Powers, Provisions, Directions, and Regulations were here repeated with respect to such Fences, Gates, Drains, and other Works.

Slopes of Railway to be the Property of Mr. Pemberton, under certain Restrictions.

XCVI. And be it further enacted, That the Slopes of the Cuttings of the said Line of Railway where the same is intended to pass through the Estate of the said *Francis Charles James Pemberton* shall belong to and be the Property of the said *Francis Charles James Pemberton*, his Heirs and Assigns, but the said Company shall be at liberty to enter, and, at their Costs and Charges, repair and maintain the same whenever, from Ground Slips or otherwise, the Slopes shall become injurious to the Railway, and the Owner of the Land shall refuse or neglect

neglect to place them in a proper State ; and that no Trees, Shrubs, or Plants, or any Erections or other Things, shall be planted, erected, or set up on the said Slopes of the Cuttings which may cause or occasion any Damage or Prejudice to the said Railway and Works.

XCVII. And be it further enacted, That the said *Wedd William Nash*, his Heirs and Assigns, shall have full Power and Liberty, at his and their own Costs and Charges, to plant the Sides of the Embankment and Slopes of the said Railway as far as the same passes through his said Estate, but so as not to interfere with or prejudice the said Railway or Works: Provided always, that such planting shall be done under the Directions of the principal Engineer of the said Company for the Time being, in order to prevent any Injury being done by such planting to the said Embankment on the said Railway.

Sides of Embankment on the Estate of *Wedd William Nash* may be planted by him.

XCVIII. And be it further enacted, That the said *Wedd William Nash*, his Heirs and Assigns, shall occupy the Sides of the said Embankment of the said Railway where the same passes through his said Estate, as Tenant to the said Company, but shall not be liable to keep the same Embankment in repair ; and in case such planting or any Part thereof shall be done, then all the Trees so planted shall belong to the said *Wedd William Nash*, his Heirs and Assigns, and he or they shall in such Case occupy the Sides of the said Embankment, for the Purposes of protecting and preserving such Plantations, at his and their own Costs and Charges, and he or they shall only pay to the said Company a nominal Rent for such Occupancy : Provided always, that no Cattle, Sheep, or live Stock of any Description shall be suffered to graze or come upon any Part of such Embankment ; and the said *Wedd William Nash*, his Heirs and Assigns, or his or their Tenants or Agents, shall not by reason of such Occupancy do any Injury or Damage to the said Railway.

Occupation of Sides of Embankment through the Estate of *Wedd William Nash*.

XCIX. Provided also, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, their Agents or Workmen, to construct or make any House, Yard, Wharf, Warehouse, Toll House, or any Depôt, Station, Landing, Waiting, Watering, Loading, or Unloading Place, Engine, or Building whatsoever (except the said Railway), or to take any Land, or to dig or get any Stone, Gravel, Chalk, Earth, or Clay on any Part of the Lands of the said *Wedd William Nash* (except the Line of the said Railway and the Slopes thereof).

No Houses &c. to be erected on the Estate of *Wedd William Nash*.

C, And whereas the Line of the said intended Railway passes through an Estate belonging to *Wedd William Nash* Esquire, situate in the Parish of *Hinxton* in the County of *Cambridge*, and it is expedient that the said Railway should be carried through the same with as little Detriment as possible ; be it therefore enacted, That nothing herein contained shall enable the said Company to deviate from the Line of the said Railway laid down and specified in the Map or Plan herein mentioned, to the Eastward of such Line, so far as the said Line leads or extends through the Estate of the said *Wedd William Nash*, without the previous Consent of the said *Wedd*

Not to deviate to the Eastward of the Line through the Estate of *Wedd William Nash*.

William Nash, his Heirs and Assigns, first had and obtained in Writing ; any thing herein contained to the contrary thereof in anywise notwithstanding.

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

CI. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Lands and Premises by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances ; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

Provision where Railway crosses any Street or Highway.

CII. And be it further enacted, That the said Railway shall not be made across any Street or Highway, or public Bridleway or Footpath, on the Level, without the previous Consent in Writing of some Two Justices of the Peace for the County acting for the Division within which the Street, Highway, Bridleway, or Footpath so to be crossed shall be situate, and where the said Railway shall cross any public Bridleway or Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents and Descents, as the Case may be, to such Bridleway or Footpath: Provided nevertheless, that the said Company, and all other Persons and Corporations who may think themselves aggrieved by any Determination, Consent, or Refusal of Consent of the said Justices herein, shall have Power of Appeal, in the same Manner and under the same Provisions and Restrictions as are ordered and directed in Cases of Appeal against stopping up and diverting Highways by an Act passed in the Fifth and Sixth Years of His present Majesty, intituled *An Act to consolidate*

consolidate and amend the Laws relating to Highways in that Part of Great Britain called England.

CIII. And be it further enacted, That where the said Railway shall cross any public Highway the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the Carriages thereupon, shall not rise above nor sink below the Level of such Road more than One Inch.

As to Ledge of Railway when crossing public Roads.

CIV. And be it further enacted, That the said Railway shall not be made across any Street or Highway (upon which Carriages or Carts shall pass) on the Level, without the previous Consent in Writing of some Two Justices of the Peace for the County or Place within which the Street or Highway so to be crossed shall be situate; and where the said Railway shall cross any public Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents and Descents, as the Case may be, to such Footpaths.

As to crossing Highways on a Level.

CV. And be it further enacted, That where the said Railway shall cross any Turnpike Road either such Turnpike Road shall be carried over the said Railway or the said Railway shall be carried over the said Turnpike Road, at the Expence of the said Company, by means of a Bridge of such Construction as is herein-after mentioned.

As to crossing Turnpike Roads.

CVI. And be it further enacted, That in case the said intended Railway shall at any Time or Times hereafter, from its near Approach to any Turnpike Road, occasion Danger to the Travellers on such Road, in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful for any Person or Persons to make Complaint thereof to any Two Justices of the Peace acting for the Limit where such Turnpike Road shall be, such Justices not being in any Manner concerned or interested in such Railway, or Owners or Occupiers of Land through which Railway may pass, and which Justices shall summon the Clerk or Treasurer for the Time being of the said Company, or One of the Directors thereof, before them, to answer such Complaint; and if it shall appear to such Justices that the said Complaint is reasonable, then the said Company shall, within such Time as shall be ordered by the said Justices in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or other Officer, within such Time as shall be appointed by the said Justices, commence, and, within such Time as shall be appointed by the said Justices, complete such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike or of the said intended Railway as shall be directed by the said Justices, so as to prevent such Danger to Travellers upon the Turnpike Road; and in case such Company shall neglect within the Time appointed in that Behalf to commence or shall not continue to execute such Works until the due Completion thereof, or shall not complete the same within the Time in that Behalf appointed, the said Company shall forfeit and pay for every Day during which the

A Screen to be made between Railway and Turnpike Road, if required by Justices.

the said Company shall not commence or shall not proceed in the Completion of such Works, or during which such Works shall not be completed after the Time appointed for the Completion thereof, the Sum of Twenty-five Pounds, to be recovered by the Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Regulations as to Ascent, Height, and Width of Bridges for carrying Railway over or under Roads.

CVII. And be it further enacted, That where any Bridge or Tunnel shall be erected or made for the Purpose of carrying the said Railway over or under any Road the Ascent or Inclination of the Roadway over or under every such Bridge, with respect to Turnpike Roads, shall not be more than One Foot in Thirty Feet, and with respect to public Carriage Roads or Highways, not more than One Foot in Twenty Feet, and with respect to any private or accommodation Carriage Road, not more than One Foot in Sixteen Feet; and that in Cases where the Bridges are over such Roads the clear Height from the Middle of such Road to the Crown of the Arch, with respect to Turnpike Roads, shall not be less than Eighteen Feet, and with respect to public Carriage Roads or Highways, not less than Sixteen Feet, and with respect to private or accommodation Carriage Roads, not less than Thirteen Feet; and that in all Cases the Width of such Roads, of whatever Description, shall be such as shall be convenient and sufficient for the Traffic upon the Road to be crossed, reference being had to the present Width of such Road, and of any Bridges that may now exist thereon: Provided always, that in no Case shall any Bridge or Tunnel over or under any Turnpike Road give a Width of less than Twenty Feet in the clear, and with respect to any public Carriage Road or Highway, not less than Fifteen Feet for the Passage of such Roads; and a good and sufficient Parapet Wall or Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of the Roadway of such Bridge.

Openings into Tunnels not to be made in public Highways.

CVIII. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, Eyes, or Openings to or from any Tunnel to be made for the Purposes of this Act it shall be lawful for the said Company to sink and construct such Shafts, Pits, Eyes, or Openings in such Places as the said Company shall think necessary; except that such Shafts, Pits, Eyes, or Openings shall not be sunk or constructed in any public Highway.

Company may make Alterations upon Roads and Bridges, with Consent of Trustees;

CIX. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company, with the Consent of the Trustees of any Turnpike Road, or of the Surveyors of any Highway (which Consent such Trustees and Surveyors are hereby authorized and empowered to give if they shall see fit so to do), to make any Alterations in any Road or Bridge, such Alterations being made by and at the Expence of the said Company.

and with such Consent may

CX. And be it further enacted, That it shall and may be lawful, with the Consent of the Commissioners or Trustees of any Turnpike Road, to and for the said Company, during the Time of the forming and

and making of the said Railway, to cross any Turnpike Road or Highway by or by means of a Tramroad, so that the Rail of such Tramroad shall not be placed or raised above the Level of the said Turnpike Road or Highway.

make temporary Trams.

CXI. And be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, and taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made and the principal Road shall be restored within Six Calendar Months after the Commencement of the Operation; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such good and sufficient Road shall be neglected to be made, as herein-before directed, or during which such Turnpike Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Providing for Injury to Roads.

CXII. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such public Highway where the said Railway shall communicate therewith, all which Gates shall be constantly kept shut by some Person to be appointed by the said Company, and which Person the said Company are hereby required to appoint, except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the same shall be opened for the Purpose only of letting such Carriages pass through; and such Gates shall be so constructed as when opened for Passage along the said Railway they shall close the Passage of the said public Carriage Road across the said Railway; and the Persons entrusted with the Care of such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

Where the Railway crosses public Highways on a Level Company to erect Gates on each Side.

CXIII. Provided always, and be it further enacted, That for the Purpose of enabling *William George Daniel Tyssen* Esquire, the Proprietor

Company to make Six Bridges or

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Arches, and erect Gates and appoint Persons to open them at Two different Places where the Railway shall pass through the Lands of William George Daniel Tyssen in the Parish of Hackney.

prietor of Lands in the Parish of *Saint John* at *Hackney* in the County of *Middlesex*, (through Part of which, for a Distance exceeding One Mile, the said Railway hereby authorized to be made will pass,) his Heirs and Assigns, or other the Owners of such Lands for the Time being, to make such Roads across the Lands taken for the Purposes of this Act, for the Purpose of Communication between the Parts of the said Estate which will be divided by the said intended Railway and the Places adjoining thereto respectively, the said Company shall, at their own Expence, in making the said intended Railway, make and erect, and for ever hereafter repair and renew, such Bridges and other Means for carrying the said intended Roads under, over, or across the said intended Railway, and at such Places as herein-after are mentioned, (that is to say,) Five Bridges or Arches to be made in such Parts as the said *William George Daniel Tyssen*, his Heirs or Assigns, or other the Owners of the same Pieces of Land respectively, shall direct, of the said intended Railway, when the same shall pass through the several Pieces of Land herein-after mentioned; (that is to say,) One of them in or near Four Pieces of Land numbered 141. 142. 143. and 171. in the Map or Plan which has been deposited as aforesaid for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Kingsland*, near *Courtney Terrace*, and *Dalston*, near a certain Public House called or known by the Name or Sign of the *Compasses*; another of them in or near several Pieces of Land, marked 144. 177. 176. 174. 172. and 171. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell*, near the Printing Establishment, and *Dalston*, near the said Public House called or known by the Name or Sign of the *Compasses*; another of them in or near several Pieces of Land marked 180. 181. 185. and 184. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell*, near *Godfrey's Row*, and *Love Lane*; another of them in Two Pieces of Land marked 185. and 186. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell*, near *Wellington Road*, and *Dalston*, near the School of Industry; and the other of them in Two Pieces of Land marked 196. and 197. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell Road* and *Lower Clapton* at or near the Entrance of *Back Lane*; and the other of them in Three Pieces of Land marked 197. 198. and 199. in the said Map or Plan for carrying the said Railway over a Road which may hereafter be made as a Means of Communication between *Shacklewell Road* aforesaid and *Lower Clapton*, near *Clapton Turnpike Gate*; and every of the said Bridges or Arches shall be formed and shall at all Times be continued so as to leave a clear and open Space under every Arch of not less than Thirty Feet, and shall be of the same Height as is required by this Act for the Arch of a Bridge over any Turnpike Road; and a Bridge or Arch over the said intended Railway shall be made where the same shall pass through or near several Pieces of Land marked 224. 225. 226. and 227. in the said Map or Plan for carrying over the said Railway a Road which may hereafter

hereafter be made as a Means of Communication between *Stamford Hill*, near the *Bird Cage Walk*, and the Turnpike Road at *Upper Clapton*, nearly opposite to *Warwick Road*, and such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the principal Walls or Fences of the Road over the same of not less than Thirty Feet, and the said Bridge shall be of the same Ascent and with such Parapet Wall or Fence as is required by this Act with respect to any Bridge for carrying any public Turnpike Road over the said Railway; and the said Company shall also, at their own Expence, in case the said *William George Daniel Tyssen*, his Heirs or Assigns, or other the Owners of several Pieces of Land numbered 200, 201., and Four Numbers of 202., and also in the several Pieces of Land numbered 197. 198. and 199. on the said Map or Plan, shall at any Time hereafter think proper to make Two Roads in the said several Pieces of Land across the said intended Railway as a Means of Communication between *Shacklewell Road* aforesaid, near the Corner of *Newington Common*, to *Upper Clapton* at or near the *World's End*, or a certain Public House called or known by the Name or Sign of the *Crooked Billet*, and the other of the said Roads as a Means of Communication between *Shacklewell Road* aforesaid and *Lower Clapton*, near *Clapton Turnpike Gate*, where such Roads or either of them will cross the said intended Railway on a Level, erect and at all Times maintain such Gates, and appoint a Person or Persons for shutting and opening the same, in like Manner as is required by this Act in all Cases in which the said Railway shall cross any public Highway on a Level; and the said Company shall and they are hereby required to give Notice in Writing, signed by their Secretary, to the said *William George Daniel Tyssen*, his Heir or Assigns, or other the Owner of any Piece or Pieces of Ground in which a Bridge or Arch is directed to be made or Gates to be erected as aforesaid, of the Time at which the same Bridges, Arches, and Gates respectively will be made and erected, at least Seven Days before the Time at which the making and erecting thereof shall be commenced, in order that the said *William George Daniel Tyssen*, his Heirs or Assigns, or such other Person or Persons, may order his or their Surveyor to attend and see that the same respectively are made and erected at proper Places and in a proper Manner; and in case the said Company shall refuse or neglect to make or erect or maintain such Bridges, Arches, and Gates, as herein-before directed, or any of them, for the Space of Thirty Days next after the Railway at the Place at which the same ought to be made shall be completed, it shall be lawful for the said *William George Daniel Tyssen*, his Heirs or Assigns, or the respective Owners of the said Lands who shall find themselves aggrieved by such Neglect or Refusal, to make and erect, as the Case may require, and to maintain and repair, such Bridges, Arches, and Gates as aforesaid, so that in making, erecting, repairing, or maintaining such Bridges, Arches, or Gates as aforesaid the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by any Two or more Justices of the Peace for the County of *Middlesex*,

Middlesex, in case there shall be any Disputé about the same, shall be paid to the Owner or respective Owners of the said Lands who shall have so made and erected, repaired, and maintained such Bridges, Arches, or Gates, by the said Company, within the Space of Thirty Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid such Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners, upon Refusal or Neglect from the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in like Manner as in other Cases is by this Act directed.

Company to erect Gates for the Protection of adjoining Lands.

CXIV. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge*, within their respective Jurisdictions, shall, in case the same shall not be settled by Agreement between the Parties (which Agreement all Persons and Corporations by this Act capacitated to convey are hereby empowered to enter into), judge necessary and appoint, for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in
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in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, as the Case may require, and to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway or any of the Works by this Act authorized to be made or constructed by the said Company shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, in case there shall be any Dispute about the same, shall be paid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired, and maintained such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in like Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would, if so erected or made, prevent or obstruct the working or using the said Railway.

CXV. And be it further enacted, That in every Case in which the Owner of any Lands, or any Corporation or Person by this Act capacitated to convey, shall in their Arrangements with the said Company have received or agreed to receive Compensation for or on account of Gates, Bridges, Arches, Hollows, Culverts, or Passages, instead of the same being erected or formed by the said Company, for the Purpose of facilitating the Passage to or from either Side

Compensation in lieu of Occupation Bridges.

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of the Lands severed or divided by the said Railway, it shall not be lawful for such Owners, Corporation, or Persons, or those claiming under them, or in whose Behalf they are hereby capacitated to convey, to pass and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge or Bridges to be erected at the Charges of such Owners.

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

CXVI. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request made to them, or, in case of their Refusal for the Space of Ten Days next after such Request, then, with the Consent of the said Justices, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or like Construction or Form with those made and erected by the said Company, over, under, or by the Side of or leading to or from the said Railway, in such Place as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

For fencing off Railway through private Lands.

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

Company to make suffi-

CXVIII. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time, at their own Expence,
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to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Flood or Land Waters as clearly from the Rivers *Lee* and *Stort* Navigations, and also from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of the said Rivers *Lee* and *Stort* Navigations, or of any of the said Lands, so that the Water in the said Rivers *Lee* and *Stort* Navigations shall not at any Time be and remain at an Elevation of more than Two Inches higher on the upstream Side of the said Bridges, Arches, Tunnels, Culverts, Drains, or other Passages than the Water on the down-stream Side thereof, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of easy and convenient Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required, from Time to Time, to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions and in such Manner, and with such proper and convenient Bridges over and Tunnels for the same respectively, as any Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge* (as the Case may require) shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, and cleansed, and kept in good and sufficient Repair, by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of the Trustees for the Time being of the River *Lee* Navigation, or by or on behalf of the Owner or Trustees for the Time being of the River *Stort* Navigation, or by or on behalf of the Owner or Occupier of the Land adjoining or lying near to the said Railway, to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired according to the true Intent of this Act, the said Company shall not proceed to make or cleanse, maintain and repair (as the Case may be) such Arches, Tunnels, Drains, Watercourses, or other Passages, it shall be lawful for any such Trustees, Owner, or Occupier, or any Person acting by their or his Authority, to apply for an Order in Writing to any Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge* (as the Case may require), from Time to Time as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels,

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to carry
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Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expences thereof, to be ascertained by such Justices, shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after the Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

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

CXIX. And whereas the said Railway is intended to be carried over the River *Lee* Navigation, and also to be carried near to the Aqueducts, Embankments, Bridges, Side Drains, and other Works thereof in the Counties of *Hertford* and *Essex*, and it is expedient to provide against Injury or Destruction being occasioned by means of the said Railway to the said Navigation or any Part thereof respectively; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Trustees of the River *Lee* Navigation, other than as may be necessary for the Purposes of this Act, and expressly provided for therein, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation or of the Towing or Footpaths thereto, or of either or any of them, or any Part thereof, 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 belonging to the said Trustees of the River *Lee* Navigation, except for making the said Railway as is herein-after expressly provided, 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,

Directions for building the Bridge over the River Lee Navigation.

CXX. And be it further enacted, That in carrying the said Railway over the River *Lee* Navigation the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Cast Iron Bridge over the said Navigation, with a Towing Path under the same of not less than Eight Feet Width in the Clear, and of such a Level as that the Surface of the said Towing Path shall be at all Times Twelve Inches above the Top-water Level of the said Navigation, and the said Bridge to be of such Dimensions as that the Soffit thereof shall be at least Ten Feet above the Top-water Level of the said Navigation, and no Part of the said Arch over the said Towing Path shall be less than Seven Feet above the Surface of the said Towing Path, and shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Fifty Feet for the Waterway and Eight Feet for the Towing Path under the said Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing the said
Bridge

Bridge over the said River *Lee* Navigation, to leave an open and uninterrupted navigable Waterway in the said Navigation of not less than Thirty Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge, and the new Towing Path along the same, up to Ten Feet above the Top-water Level of the said Navigation (the Foundation Walls of such Abutments to be carried to such Depth as shall allow for the future deepening and improving of the said Navigation); 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 *Lee* Navigation.

CXXI. And be it further enacted, That the said Railway Company shall and they are hereby required, at their own Expence, for ever hereafter to maintain and keep in perfect Repair the Towing Path by the Side of the River *Lee* Navigation for the Space of One hundred Feet on each Side of the Bridge to be erected by the said Railway Company over the said Navigation, and also to deepen the Navigation at all Points under the said Bridge, and to the Extent of One hundred Feet on each Side thereof, to the Depth of Six Feet from the Top of the Flash Boards at *Fields Weir Bay*, and to keep the same to such Depth for ever hereafter, to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees of the River *Lee* Navigation: Provided always, that nothing in this Act contained shall require the said Company to keep the said Navigation to the Depth herein-before mentioned unless the said Trustees of the River *Lee* shall likewise keep the said Navigation for the Space of One hundred Feet on each Side of the Point to which the said Company are required to deepen the same Navigation to the Depth of Six Feet, as above referred to.

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

CXXII. And be it further enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Bridge of the said River *Lee* 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 *Lee* Navigation, or the Towing Path thereof; shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Navigation 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 during the Progress of the Works shall at any Time be contracted to a less Width than herein prescribed, then and in any such Case the said Railway Company shall pay to the said Trustees for the Time being of the said River *Lee* Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour during which any such Impediment shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Trustees for the Time being of the River *Lee* Navigation the Sum of Ten Pounds for every

Penalty for obstructing the River *Lee* Navigation.

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Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Trustees for the Time being may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the Bridge to be erected for the said Railway over the said River *Lee* Navigation, 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, it shall be lawful for the said Trustees for the Time being to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*: Provided 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 in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as 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 Amount of Damages to be recovered by the said Trustees for the Time being; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Trustees for the Time being against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

For Protection of the River *Stort* Navigation.

CXXIII. And whereas the said Railway is intended to be carried over or near to the River *Stort* Navigation, in the Counties of *Hertford* and *Essex*, established by an Act of Parliament passed in the Sixth Year of the Reign of King *George* the Third, and now vested in Sir *George Duckett* Baronet, *John Wright*, *Edmund William Jerningham*, and *Francis Giles*, Esquires, as legal Owners thereof in Trust, or over or near the Locks, Embankments, Side Ponds, or other Works thereof, in the respective Parishes of *Stanstead Abbots*, *Sawbridgeworth*, *Thorley*, *Bishops Stortford*, and *Hockerill*, in the County of *Hertford*, and of *Roydon*, *Nettlewell*, *Shearing*, *Great Hallingbury*, *Little Hallingbury*, *Great Parndon*, *Little Parndon*, *Latton*, and *Harlow*, in the County of *Essex*, and it is expedient to provide
against

against Obstructions being occasioned thereby to the free Navigation of the said River *Stort* Navigation and to any Part thereof respectively; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Owners of the River *Stort* Navigation now or for the Time being, other than as may be necessary for the Purposes of this Act, and expressly provided for therein, or to authorize or empower the said Railway Company to alter the Line or Level of the said River *Stort* Navigation, or of any Towing or Footpath thereto, or any Part thereof, or in any Manner to impede or obstruct the Navigation of the said River *Stort* Navigation or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which now supply the said Navigation, or to injure any of the Works of the said River *Stort* Navigation, or to divert or turn or use any Water Course or Courses, or Drain or Drains, into any Part of the River *Stort* Navigation, or to interfere with or injure any of the Works of the said River *Stort* Navigation, or to take or use any of the Lands or Buildings belonging to the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation, except for making the said Railway, as is herein-after expressly provided, without the Consent in Writing under the Hands and Seals of such Trustees as last aforesaid being first had and obtained; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the Counties of *Hertford* and *Essex*, by which Deviation any of the Locks, Side Ponds, Towing or Foot Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said River *Stort* Navigation, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Trustees of the River *Stort* Navigation, or the Trustees thereof for the Time being, in Writing first had and obtained.

CXXIV. And be it further enacted, That in carrying the said Railway over the said River *Stort* Navigation the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Cast Iron, Brick, or Stone Bridges over the said River *Stort* Navigation and the Towing and Foot Path thereto, of not less than Six Feet Width, with proper Approaches to each such Bridge, and to wharf the Sides of the said Towing Paths under each such Bridge with good Brick, Stone, or Oak Timber, so that the Surface of the said Towing Paths shall be at all Times Twelve Inches above the Top-water Level of the said River *Stort* Navigation; and the Soffit of each such Bridge shall be at least Ten Feet above the Top-water Level of the said Navigation at the Centre of the Waterway, and over the Towing Path no Part of the Arch shall be less than Eight Feet above the said Top-water Level of the said Navigation; and each such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-eight Feet, as follows, that is to say, Twenty-two Feet thereof
for

Prescribing
Manner of
constructing
Bridges over
River *Stort*
Navigation.

for the Waterway and Six Feet thereof for the Towing Path under each such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing each such Bridge over the said River *Stort* Navigation, and of the necessary Repairs or Renewals thereof, from Time to Time and at all Times, to leave an open and uninterrupted navigable Waterway in the said River *Stort* Navigation of not less than Twenty-four Feet in Width, (that is to say,) Eighteen Feet for the Waterway and Six Feet for the Towing Path, during the Time of constructing and putting in the Foundation Walls of the Abutments of each of the said Bridges up to Ten Feet above the Top-water Level of the said Navigation (the Foundation Walls of such Abutments to be carried to such Depth as shall allow for the future deepening and improving of the said River *Stort* Navigation); and the said Bridges and Works shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said Trustees, or the Trustees for the Time being of the said last-mentioned Navigation.

For preventing Obstructions in River *Stort* Navigation, and providing for Repairs of Bridges.

CXXV. And be it further enacted, That if by reason of any Accident or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Bridge over the said River *Stort* 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 *Stort* Navigation, or any of the Towing Paths thereof respectively, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Navigation, or Horses hauling upon the said Towing Path, shall be impeded in their Passage, or shall not be able to pass freely along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved during the Progress of the Work shall be at any Time contracted to a less Width than herein is prescribed, then and in any such Case the said Railway Company shall pay to the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation, as or by way of ascertained Damages, the Sum of Two Pounds for every Hour during which any such Impediment shall continue; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Trustees or other the Trustees for the Time being of the said River *Stort* Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the Bridges to be erected for the said Railway over the said River *Stort* Navigation, or any of them, or the Towing-Path Walls under the said Bridges, 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, it shall be lawful for the said Trustees or other the Trustees for the Time being of the said River *Stort* Navigation to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Trustees or other the Trustees

Trustees for the Time being of the said River *Stort* Navigation from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as 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 Amount of Damages to be recovered by the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in every such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Trustees, or other the Trustees for the Time being of the said River *Stort* Navigation, 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.

CXXVI. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway or any other Persons from laying down, either upon their own Lands or upon the Lands of other Persons, with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Place where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company, as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace acting within their respective Juris-

Allowing the Owners of adjoining Lands to make Branches to communicate with Railway in convenient Places.

[Local.]

44 N

dictions,

dictions, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Roads may be made across the Railway by the Owners of adjoining Lands.

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

Gates opening upon the Railway to be shut and fastened after Persons have passed through them.

CXXVIII. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway to communicate with adjoining Lands, shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care or which they may accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Regulating the Con-

CXXIX. And whereas it is intended that the said Railway shall be carried over the Road at *Kingsland* known as the *Stamford Hill* Road,

and also over that Part of the Road from *Islington* to *Dalston* known as the *Balls Pond* Road, all in the County of *Middlesex* (and which Two several Roads are under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, and are herein-after called the Metropolis Roads), by means of Bridges to be erected by the said Company for that Purpose; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct, at their own Expence, good and sufficient Bridges, with proper Walls and Approaches thereto, for carrying the said Railway over each of the said several Roads called the Metropolis Roads at the several Places where the said Railway, as delineated in the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively; and that the Bridge over the said *Stamford Hill* Road shall be so constructed as to leave beneath the Arch thereof a clear Width of Carriageway of not less than Forty Feet, together with an additional clear Width of Footway on each Side of the said Carriageway of not less than Ten Feet; and that the Bridge which crosses the said *Balls Pond* Road shall be so constructed as to leave the clear Width of the present Carriageway, together with the clear Width of the present Footway under the One Arch thereof, and that the Height of the Arch or Opening of each of the said Bridges shall not be less than Twenty Feet from the Level of the Carriageway of the Road over which each such Bridge shall pass, to any Part of the under Side of such Bridge, and that no Alteration from the above Dimensions shall be made without Leave of the Commissioners for that Purpose first had and obtained.

struction of
Bridges over
the Metro-
polis Roads.

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

Regulations
for lighting
and watch-
ing Railway
where same
crosses Me-
tropolis
Roads.

CXXXI, Provided always, and be it further enacted, That the Bridges hereby required to be constructed over the said Metropolis Roads respectively, and all Approaches, Walls, and other Works belonging to such Bridges respectively, and any temporary substituted Roads which during the Construction of such Bridges it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and the Depth and Strength of Materials of such temporary Roads, and also all Repairs and Renewals of the said several Bridges which shall hereafter be made by the said Company, shall be constructed and made and formed to the Satisfaction from Time to Time of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads; and that the Plans and Designs for the said Bridges and the Works belonging thereto and shall

All Works
connected
with the
Metropolis
Roads to be
constructed
under the
Superin-
tendence of
the Surveyor
General of
the Commis-
sioners.

shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work; and the Materials whereof the same shall be constructed shall be determined and approved of by the said Surveyor General for the Time being; and previously to the Commencement of the said Bridges and other Works, Plans, Sections, and Specifications thereof, made at the Expence of the said Company, shall be submitted to and be approved of by the said Surveyor General for the Time being; in case, in the Construction of the said Bridges or any of them, the said Company shall do or cause any Injury or Damage to the said Metropolis Roads or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor General to the said Commissioners of the Metropolis Roads, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company any Alteration of the said Metropolis Roads or any of them, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor General for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company not to deviate from the Line, as far as affects the Metropolis Roads, without the Consent of Surveyor General.

CXXXII. Provided also, and be it further enacted, That the said Company in constructing their said Railway, so far as the same shall be connected with the said Metropolis Roads, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Middlesex*, nor shall the Bridges hereby authorized and required to be made over the said Metropolis Roads respectively, or any of them, be made at any other Place or Places than the Places marked out for that Purpose in the said Plan, without the Consent in Writing of the Surveyor General to the said Commissioners of the Metropolis Roads, for any of the Purposes aforesaid; first had and obtained; any thing in this Act to the contrary in anywise notwithstanding.

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

CXXXIII. Provided also, and be it further enacted, That after the said Bridges over the said Metropolis Roads shall have been constructed pursuant to the Directions of this Act, the said Company shall and they are hereby required at all Times thereafter to keep the said Bridges, and all Approaches, Walls, and other Works belonging to such Bridges, in good and complete Repair, to the Satisfaction of the Surveyor General for the Time being of the said Commissioners of the Metropolis Roads; and in case of any Want of Repair to the said Bridges, Approaches, and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Commissioners of the Metropolis Roads, if the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable

able Expedition until the same shall be completed, it shall be lawful for the said Commissioners of the Metropolis Roads to proceed to repair and make good the same, causing as little 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 in failure of Payment for Twenty-one Days after such Demand the same may be recovered from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

CXXXIV. And whereas the Line of the said intended Railway passes through an Estate belonging to the Right Honourable *Richard Griffin Lord Braybrooke* situate in the Parishes of *Wendon* and *Littlebury* in the County of *Essex*, and it is expedient that the said Railway should be carried through the same with as little Detriment as possible; be it therefore enacted, That the said intended Railway shall be carried under Part of the said Estate along Three Tunnels to be constructed by the said Company for that Purpose as herein-after is mentioned; (that is to say), the First of such Tunnels shall be Five hundred and twenty Yards in Length, and shall commence in a Field belonging to the said Lord *Braybrooke* in the said Parish of *Wendon* numbered 18. in the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Essex*; at the Distance of One hundred and fifty Yards from the South Side of and proceed under Part of Two Plantations numbered 19. and 21; the Second of such Tunnels shall also be of the Length of Five hundred and twenty Yards, and shall commence in a Field belonging to the said Lord *Braybrooke* in the Parish of *Littlebury* aforesaid numbered 6. in the said Map or Plan, at a Distance not less than Ten Yards from the South Side of and to proceed under the *Warren Ring* Plantation numbered 7; and the Third of such Tunnels shall be of the Length of Four hundred and thirty Yards, and shall commence in a Field belonging to the said Lord *Braybrooke* in the Parish of *Littlebury* aforesaid numbered 10. in the said Map or Plan, and shall terminate in a Field in the same Parish numbered 15. in the said Map or Plan on the North Side of the Road numbered 13; and that the Mouths of all the said Tunnels shall severally be made good and finished with a substantial and ornamental Facing of Brickwork or Masonry, to the Satisfaction of the Surveyor or Architect of the said Lord *Braybrooke*, so as effectually to prevent the Soil immediately above or around the same respectively from giving way or slipping down; and that the said Company shall at all Times for ever after such Tunnels and Facings shall have been constructed keep the same in Repair.

For making
Tunnels
through
Part of the
Estate of
Lord Bray-
brooke.

CXXXV. And be it further enacted, That the said several Tunnels shall be made and formed by tunnelling, and without cutting or removing the Surface of the Ground under which they shall pass, save and except that it shall be lawful for the said Company to make such temporary Shafts as shall be found necessary for constructing the said Tunnels, subject to the Restrictions following, that is to say, that no such Shaft shall be made in the said first-mentioned Tunnel nor in

Regulation
as to Con-
struction of
the Tunnels.

any Plantation, that no such Shaft shall exceed Ten Feet in Diameter, that only Four such Shafts shall be open at One Time, and that all of them shall be effectually fenced whilst they remain open, and shall ultimately within Three Years from the passing of this Act be filled up, and the Ground made good over the same.

Ground above the Tunnels to remain the Property of Lord Braybrooke.

CXXXVI. And be it further enacted, That the Ground, Soil, and Surface above the said Tunnels respectively shall remain the Property of the said Lord *Braybrooke*, his Heirs and Assigns, who may at any Time hereafter erect or cause or permit to be erected any Buildings thereupon, and that the said Tunnels shall be constructed of sufficient Strength to admit of such Buildings being erected: Provided nevertheless, that as respects those Portions of the said Tunnels respectively where the Crown thereof is within Fifteen Feet of the Surface of the Ground over the same no Building shall be erected over such Portions, nor shall the Ground or Soil over such Portions be moved or disturbed by the said Lord *Braybrooke*, his Heirs or Assigns, or any Person claiming under him or them, except for the Purpose of Cultivation.

A Bridge or Viaduct and certain Fences to be erected between the Openings of Two of the Tunnels on Lord Braybrooke's Estate.

CXXXVII. And be it further enacted, That the said Company shall, at their own Expence, erect and build, and at all Times thereafter maintain and keep in repair, One Bridge or Viaduct of the Height of Fourteen Feet and the Width of Twenty Feet over the Road numbered 2. in the said Parish of *Littlebury*, where the said Railway is intended to cross such Road, with a good and sufficient Parapet Wall on each Side of such Bridge or Viaduct, and a Fence or Mound of Earth upon the Approach or Embankment leading thereto on each Side, the said Parapet Wall and Fence or Mound not to be less than Four Feet Six Inches in Height from the Surface of the said Railroad, and such Fence or Mound to extend not less than Thirty Yards on each Side of the Bridge, and such Bridge shall be faced with Yellow Brick or Stone on the East and West Sides, with ornamental Stone Copings; and the said Company shall also, at their own Expence, erect and build, and at all Times thereafter maintain and keep in repair, a good and substantial wrought Iron Palisade Fence, at least Five Feet Six Inches in Height, pointed at the Top, and to be fixed in Blocks of Stone, along the Bottom of the Embankments on both Sides of the said Railway between the said First and Second Tunnels, and also over the Mouths or Ends of those Tunnels which are nearest to the said Embankments, so as effectually to separate the Railway from the Lands of the said Lord *Braybrooke* on either Side; and the said Company shall and they are hereby required, at their own Expence, to erect or cause to be erected, and afterwards maintain and keep in repair, One Culvert of Six Feet Diameter, or Two Culverts of Four Feet Diameter each, over or across the Stream or Brook of Water on the North Side of the intended Bridge or Viaduct where the said Railway is intended to cross the said Stream or Brook.

Sides of Embankment may be planted.

CXXXVIII. And be it further enacted, That the said Lord *Braybrooke*, his Heirs and Assigns, shall have full Power and Liberty, at his and their own Costs and Charges, to plant the Sides of the Embankment and

and Slopes of the said Railway between the said First and Second Tunnels with Shrubs, for the Purpose of Ornament, but so as not to interfere with or prejudice the said Railway and Works: Provided always, that such planting shall be done under the Directions of the principal Engineer of the said Company for the Time being, in order to prevent any Injury being done by such planting to the said Embankment on the said Railway.

CXXXIX. And be it further enacted, That the said Lord *Braybrooke*, his Heirs or Assigns, shall occupy the Sides of the said Embankment of the said Railway between the said First and Second Tunnels as Tenant to the said Company, but shall not be liable to keep the same Embankment in repair; and in case such planting or any Part thereof shall be done, then all the Shrubs so planted shall belong to the said Lord *Braybrooke*, his Heirs and Assigns, and he or they shall in such Case occupy the Sides of the said Embankment, for the Purposes of protecting and preserving such Plantations, at his and their own Costs and Charges, and he or they shall only pay to the said Company a nominal Rent for such Occupancy: Provided always, that no Cattle, Sheep, or live Stock of any Description shall be suffered to graze or come upon any Part of such Embankment; and the said Lord *Braybrooke*, his Heirs or Assigns, or his or their Tenants or Agents, shall not by reason of such Occupancy do any Injury or Damage to the said Railway.

Occupation of Sides of Embankment through Parts of Lord *Braybrooke's* Estate.

CXL. Provided also, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, their Agents or Workmen, to construct or make any House, Yard, Wharf, Warehouse, Toll House, or any Depôt, Station, Landing, Waiting, Watering, Loading, or Unloading Place, Engine or Building whatsoever (except the said Railway, and also except such Bridges, Tunnels, Arches, Viaducts, and Culverts as herein-before mentioned), or to make or burn any Bricks or Lime between the *Wendon* Road numbered 9. and the *Littlebury* Road numbered 13. in the said Map or Plan, or to dig or get any Stone, Gravel, Chalk, Earth, or Clay on any Part of the Lands of the said Lord *Braybrooke* (except in forming the Line of said Railway and the Slopes thereof).

No Houses, &c. to be erected on certain Parts of Lord *Braybrooke's* Estate.

CXLI. And be it further enacted, That no Spoil Earth, Stone, Bricks, Rubbish, Trees, Timber, Gravel, Sand, or any other Material or Things whatsoever arising from or relating to the said Railway, or any Works connected therewith, shall be permanently left on any Part of the Lands of the said Lord *Braybrooke*; and all such Earth, Stone, Bricks, Rubbish, Trees, Timber, Gravel, Sand, and other Materials as may be so deposited or left shall be cleared away by the said Company, at their Expence, within Three Months after the Completion of such Part of the said Railway as adjoins the said Lands.

No Spoil Earth, &c. to be permanently deposited on Lord *Braybrooke's* Estate.

CXLII. And be it further enacted, That nothing herein contained shall enable the said Company to deviate from the Line of the said Railway laid down and specified in the Map or Plan herein mentioned

Not to deviate to the Eastward of the Line

through
Lord Bray-
brooke's
Estate.

mentioned to the Eastward of such Line, so far as the said Line leads or extends through the Estate of the said Lord *Braybrooke*, without the previous Consent of the said Lord *Braybrooke*, his Heirs or Assigns, first had and obtained in Writing; any thing herein contained to the contrary thereof in anywise notwithstanding.

Bridges to
be erected
on Lord
Bray-
brooke's
Estate.

CXLIII. And be it further enacted, That the said Company shall, at their own Expence, erect and build, and at all Times thereafter maintain and keep in repair, Two Bridges upon the Estate of the said Lord *Braybrooke* in the Situations herein-after mentioned; (that is to say,) One Bridge over the said Railway where it is intended to cross the Occupation Road numbered 17. in the said Parish of *Wendon*, and One other such Bridge over the said Railway in the Valley between the Second and Third Tunnels in a Field numbered 10. in the said Parish of *Littlebury*; each of the said Bridges to be of the Width of Twelve Feet, and the Walls or Fences to be of the Height of Four Feet.

The Works
in progress
to be fenced.

CXLIV. And be it further enacted, That the said Company shall, at their own Expence, during the Progress of the Works upon the Estate of the said Lord *Braybrooke*, fence off so much of the South and North Sides of the Plantations in the said Parish of *Wendon*, under which the said first-mentioned Tunnel is to be made, as will effectually prevent the Workmen employed from trespassing in the said Plantations; and that the said Company shall, in like Manner, fence off the whole of the Line of the said intended Railway between and inclusive of the Openings of the First and Second of the said Tunnels, and such of the adjoining Land as shall be required for depositing Bricks and other Building Materials, so that no Workmen or other Persons employed shall be able to approach those Works or the adjoining Lands except from the Public Road numbered 2. in the said Parish of *Littlebury*; and that the said Company shall in like Manner fence off the open Cuttings between the Second and Third Tunnels, and also the Line of Railroad to the North, and all the Openings of the Shafts, and such Parts of the adjoining Lands as shall be required for the temporary Deposit of Spoil Earth, Bricks, and other Building Materials, so that no Workmen or other Persons shall approach such last-mentioned Works except from the Public Road in the said Parish of *Littlebury* numbered 13, or along the said last-mentioned Tunnel; and that all the said Fences shall be made with Posts and Rails, and Paling of the Height of Five Feet Six Inches at the least from the Ground, and to the Satisfaction of the said Lord *Braybrooke*, his Heirs or Assigns, or his or their Surveyor.

Workmen
trespassing
to be dis-
charged.

CXLV. And be it further enacted, That the said Company shall, within Forty-eight Hours after a Requisition or Notice in Writing given by the said Lord *Braybrooke*, his Heirs or Assigns, or his or their Steward or Agent, to the said Company, or to their Engineer, Surveyor, or to the Clerk of the Works employed by the said Company upon that Part of the Line of the said intended Railway which passes through the said Parishes of *Wendon* and *Littlebury*, discharge all Workmen and other Persons employed upon the Line of the said intended Railway passing through the said Parishes or either of them
who

who shall at any Time, either during the Progress of the Works or after the Completion thereof, be found trespassing upon any Part of the Manors, Park, Lands, Grounds, or Premises of the said Lord *Braybrooke* in the Parishes of *Wendon*, *Littlebury*, or *Little Chesterford* aforesaid, or in *Saffron Walden* in the said County of *Essex*, or who shall be guilty of any Breach of the Peace, and such Person or Persons shall not afterwards be employed by the said Company without the Consent in Writing of the said Lord *Braybrooke*, his Heirs or Assigns.

CXLVI. And be it further enacted, That the said Company shall, at their own Expence, erect and build a Bridge over the River Number 6. on the said Plan in *Wendon* aforesaid, and another Bridge over the River Number 3. in the said Parish of *Great Chesterford*, with Arches of sufficient Size, and so as effectually to carry off all Flood Waters; and the Dimensions of the Openings of the said Arches shall be approved by the said Lord *Braybrooke* or his Surveyor.

Provision as to Bridges at *Wendon* and *Great Chesterford*.

CXLVII. And be it further enacted, That the said Company shall, unless prevented by inevitable Accident, make and complete the said intended Railway through and over the Lands and Grounds of the said Lord *Braybrooke*, with all the Tunnels, Bridges, Fences, and other Works herein-before required, within Three Years next after the passing of this Act.

Company to complete the Works on Lord *Braybrooke's* Estate within a limited Time.

CXLVIII. And be it further enacted, That the First General Meeting of the said Company shall be held at the Office of the Company in *Lombard Street* in the City of *London*, or at some other convenient Place in the said City, or within the City and Liberties of *Westminster*, within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the First Week of the Month of *February* and the First Week of the Month of *August* in each Year, or within the Space of Fourteen Days next after each of such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called; and such First General Meeting and all other General Meetings and Special General Meetings may be adjourned from Time to Time as shall be found expedient.

First and other General Meetings.

CXLIX. And be it further enacted, That Fifty or more Proprietors of the said Company, holding in the aggregate Two thousand Shares or upwards in the said Undertaking upon which all Calls actually previously made shall have been paid and satisfied, at any Time, by Writing under their Hands, left at the Office of the said Company, or given to at least Three Directors of the said Company,

Meetings of Proprietors may be specially convened.

[Local.]

44 P

or

or left at or delivered to some Inmate of their last or usual Places of Abode, may require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company to be held in *London* or *Westminster*, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice given as aforesaid the same may be called by such Fifty or more Proprietors, by giving Fourteen Days Notice thereof in Two or more *London* Newspapers and in One or more *Cambridge* Newspaper or Newspapers; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting, personally or by Proxy, shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice; and all Acts of the major Part in Votes of the Proprietors of the said Company so present at any such Special General Meeting shall be as valid, with respect to the Matters specified in such Notice, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business at Special and adjourned General Meetings.

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

Notice of Meetings how to be given.

CLI. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisement inserted in Two or more *London* Newspapers and in One or more *Cambridge* Newspaper or Newspapers; and such Notices, when so published and given, shall be deemed and considered the same as personal Notices.

Directing how Subscribers shall vote at Meetings.

CLII. And be it further enacted, That at all General and Special General Meetings to be convened by virtue of this Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Share or Shares (not exceeding Twenty) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and all such Corporations and Persons as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or become entitled to in the said Undertaking beyond

beyond the Number of Twenty Shares; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present, personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit; (that is to say,)

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

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

CLIV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking the Person whose Name shall stand first in the Books of the said Company as such Proprietor of such Share shall, for the Purpose of voting at any General or Special General Meeting of the said Company, be deemed the Proprietor of such Share; and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for and in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Shares so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate at the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, and to vote.
 herein

herein mentioned (as the Case may require); and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees and Guardians.

CLV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of his Committees, and such respective Committees may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy, and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Guardian may also vote in right of his own Share, if he have any, as well as in the Character of Committee of any Lunatic or Idiot or of Guardian of any Minor.

Proprietors in arrear not to vote.

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

First General Meeting to choose Directors.

CLVII. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Eighteen Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting either personally or by Proxy; and of the Directors so elected as aforesaid Five shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *August* in the Year of our Lord One thousand eight hundred and thirty-seven, and until others shall be elected in their Stead, in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

Directors to go out annually by Rotation.

CLVIII. And be it further enacted, That at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-seven One Sixth of the Directors who shall have been so elected as aforesaid, to be determined by Ballot among themselves, shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons, who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *August*

August which will be in the Year of our Lord One thousand eight hundred and thirty-eight One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-nine One Half of the remaining Directors who shall have been so primarily elected as aforesaid, to be determined as aforesaid, shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and forty the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* in every subsequent Year One Sixth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

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

Directors going out of Office re-eligible.

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

General Meeting for choosing Directors to consist of Persons possessed of at least One thousand Shares.

CLXI. And be it further enacted, That when and so often as any of the said Directors shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the

For supplying Vacancies in Direction.

[Local.]

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same

same Committee, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

No Person holding Office capable of being a Director.

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

Powers and Duties of Directors.

CLXIII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper; and there shall be Five Directors at the least present in order to constitute a Meeting, and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall have a second or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time make Report thereof to the said Half-yearly General Meetings and to the Special General Meeting of the said Company, if required by any of such Meetings, and shall obey their Orders and Directions; and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Monies

Monies which they shall receive on behalf of or in respect of such Undertaking, from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account, for the Use of the said Company, and shall regularly enter into some Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of such Appointments, Receipts, and disbursed, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

CLXIV. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint, out of their own Body, One or more Committee or Committees, which Committee or Committees shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committee or Committees respectively (save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committee or Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee within the Intent and Meaning of this Act shall and may be exercised by Five of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman; and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any Committee which shall have been appointed by them respectively, or to remove and displace any Members of such Committee, and to appoint others in their Place and Stead, when and as often as such Directors shall think proper.

Directors
may appoint
Committees.

CLXV. And

Contract to
be signed by
Five Direc-
tors.

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

Orders and
Proceedings
to be entered
in a Book.

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

Directors to
cause Ac-
counts to be
kept.

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

Chairman
and Deputy-
Chairman of
Directors to
be ap-
pointed.

CLXVIII. And be it further enacted, That at the first Meeting of Directors which shall be held after the passing of this Act, and at the first Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provisions herein contained, and at the first Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Month of *August* in each Year, except the Year One thousand eight hundred and thirty-six, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors; and the Chairman for the Time being of the said Directors shall have the Custody of the
Common

Common Seal of the said Company: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act, shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors in like Manner at the Meeting to be held next after such Vacancy to choose some other of the said Directors to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

CLXIX. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman.

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

CLXX. And be it further enacted, That *Rowland Gardiner Alston Esquire, John Bagshaw Esquire, Sir William Plunkett De Bathe Baronet, John Carruthers Esquire, Sir William Gossett, Charles Johnston Esquire, Francis Kemble Esquire, Robert William Kennard Esquire, Roger Kynaston junior, Esquire, John Marshall Esquire, William Marshall Esquire, John Masterman junior, Esquire, William Rhodes Esquire, Rees Goring Thomas Esquire, Henry Usborne Esquire, William Gordon Thomson Esquire, William Vizard junior, Esquire, Sir Henry Willoch,* and the Survivors and Survivor of them, shall be the First Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Eighteen Directors shall have been duly elected, as herein-before prescribed, the said Directors herein named shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking to such Persons desirous of taking the same as to the said Directors shall seem fit, and shall and may exercise all the Powers and Authorities by this Act given to the Directors to be elected in manner herein-before prescribed.

First Directors of the Company.

CLXXI. Provided also, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed a Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purpose of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or

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

[*Local.*]

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any

any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as the Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Officers to
account.

CLXXII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall, from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act; and such Account shall state when, how, and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by any other Person on their Behalf to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required, by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker or Separatist, it shall appear to such Justice that any of the Monies which shall have
been

been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods or Chattels shall not be found to answer and satisfy such Money, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal to commit to some Common Gaol or House of Correction within his Jurisdiction such Officer or Person, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

CLXXIII. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or any of their Officers or Servants, shall be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said

Company
empowered
to make
Bye Laws.

said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same, provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of *England* or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Accounts to
be made up
half yearly.

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

Dividends to
be declared.

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

respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

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

Names of Proprietors to be entered and certified.

‘ The Northern and Eastern Railway Company.

‘ Number

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

Form of Certificate.

CLXXVII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then, upon the same being produced at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket be given to the Party in whom the Property of such Certificate or Ticket, and of the Shares therein mentioned, shall be at the Time vested, or in case such Certificate or Ticket shall be burnt or totally destroyed, or lost, then, upon due Proof thereof, a similar Certificate or Ticket shall be given to the Party who was the Proprietor of or entitled to the Certificate or Ticket so burnt, destroyed, or lost; and a due Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the said Company in manner herein directed, the said Company receiving for every such Certificate or Ticket which shall be so

For granting new Certificates when old ones destroyed or worn out.

[Local.]

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given

given or exchanged the Sum of Two Shillings and Sixpence, and no more.

Company to enter and keep List of Proprietors of Shares.

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

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

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

some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will or in the Course of Administration shall be entitled to receive the same, or to vote or to exercise any of the Privileges of a Proprietor in respect of any Share so claimed, the said Will, or the Probate thereof, or the Letters of Administration, or any Office Copy of such Will or Letters of Administration, shall be produced and shewn to the said Company.

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

To compel
Payment of
Subscrip-
tions.

CLXXXI. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of One hundred Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest, at such Rate, not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Power to
pay Sub-
scription in
advance.

Interest to
be paid on
the Amount
in advance.

CLXXXII. And be it further enacted, That the said Directors shall have Power, from Time to Time, to make such Calls of Money from
the

Power of
Directors to
make Calls.

If Calls are not paid, Interest to be charged thereon; and if Shares and Interest are not paid, the Company may sue for the same, or declare the Shares to be forfeited, and sell them.

the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of and carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or of Money paid for or in respect of any such Shares shall not amount to more than the Sum of One hundred Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that the total Amount of such Calls in any One Year shall not exceed Thirty-five Pounds upon each Share, and so that an Interval of Three Calendar Months at the least shall always elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of the next succeeding Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more *London* Newspapers and in One or more *Cambridge* Newspaper or Newspapers; and all Monies so called for shall be paid to such Persons and in such Manner as in such Notice shall be appointed, and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons and at such Times and Places as shall be appointed as aforesaid; and if any Owner of any such Share shall not so pay such his rateable Proportion, then and in such Case, and as often as the same shall happen, such Owner shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with the Interest, if any, which shall accrue for the same, then, or at any Time thereafter, it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person or Corporation so refusing or neglecting to pay any such Calls, together with Interest in manner last aforesaid, to be forfeited, and to order the same to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of Two Directors, or the Secretary or Clerk of the said Company, of such Share having been declared by the Directors forfeited, shall have been given, or sent by the Post unto, or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at the same or any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner

manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration pursuant to the said Act of the Sixth Year of His present Majesty's Reign, made by some credible Person not interested before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding or Reference to such Sale, but such Declaration, and the Receipt of the Treasurer or any Two Directors of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

CLXXXIII. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call, as herein authorized, shall be more than sufficient to pay all such Arrears or Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter in payment of Calls than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences attending the same; and from and after Payment of such Arrears, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to the Owners of such Shares.

CLXXXIV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking, to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share or so many Shares (as the Case may be) in the said Undertaking, is indebted to the said Company in such Sum of Money as the Call or Calls in arrear shall amount to, for a Call or so many Calls of such Sum or Sums of Money upon a Share or so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and

Proceedings in Actions for Calls.

[Local.]

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on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, or some One such Share, and that such Notice was given as is directed by this Act of such Call or Calls having been made, without proving the Appointment of the Directors who made such Call or Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Call or Calls, unless it shall appear that the Principal Monies previously paid on any such Share, together with such Call, exceeded the Sum of One hundred Pounds on each Share, or that any such Call exceeded Ten Pounds for each Share, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Calls amounting to more than Thirty-five Pounds in the whole had been made in some One Year; and in order to prove that the Defendant was a Proprietor of such Share or Shares of the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep respectively the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and an Account of the Names of the several Corporations, and of the Names and Places of Abode of the several Persons who shall from Time to Time be entitled to Shares in the said Undertaking, shall be *prima facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

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

CLXXXV. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or, being Females, marry, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Secretary or Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given, under the Hand of Two Directors, or by the Secretary or Clerk of the said Company, to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person or of the Clerk of such Corporation, to pay his or their
Proportion

Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon, or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying; or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been otherwise disposed of without such Deposition having been registered or entered, then of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sale on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last known or usual Place of Abode in *England*, if any such shall be known, and inserted in the *London Gazette* as aforesaid.

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

Shares to be deemed Personal Estate.

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

Proprietors of Shares may sell the same.

‘ I *A. B.* of _____ in consideration of the Sum of _____
 ‘ _____ paid to me by *C. D.* of _____ do hereby
 ‘ assign and transfer to the said *C. D.* _____ Share, numbered _____,
 ‘ of _____

Form of Conveyance of Shares.

of and in the Undertaking called the Northern and Eastern Rail-
 way, to hold unto the said C. D., his Executors, Administrators,
 and Assigns [*or* Successors and Assigns], subject to the several
 Conditions on which I held the same immediately before the
 Execution hereof; and I the said C. D. do hereby agree to accept
 and take the said Share [*or* Shares], subject to the Conditions
 aforesaid. As witness our Hands and Seals the
 Day of

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

Power to
 close Trans-
 fer Books at
 certain Pe-
 riods.

CLXXXVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Fourteen Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take Notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in *London* and *Cambridge*.

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

CLXXXIX. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking after any Call shall have been made for any Sum of Money in respect of such Share, unless he or they at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of such Share.

CXC. And

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

Receipt of One Proprietor of a Share a sufficient Discharge.

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

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

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

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

‘ Northern and Eastern Railway Company.

‘ Number

Form of Mortgage.

‘ BY virtue of an Act passed in the Year of the Reign of
 ‘ King *William* the Fourth, intituled [*here set forth the Title*
 ‘ *of this Act*], we, the Northern and Eastern Railway Company,
 ‘ incorporated by and under the said Act, in consideration of the
 ‘ Sum of _____ to us in hand paid by *A. B.* of _____, do
 ‘ [Local.] 44 U assign

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

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

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

CXCIV. And be it further enacted, That when and so soon as the Sum of Six hundred thousand Pounds, in respect of the Sum of One million two hundred thousand Pounds hereby authorized to be raised by Subscription, as herein-before mentioned, shall have been actually raised and paid up for the Purposes of this Act, it shall be lawful for the said Company, from Time to Time, by an Order of any General

Proprietors may raise Money by Mortgage in anticipation of their Capital.

or

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

‘ I A. B. of _____, in consideration of the Sum _____
 ‘ of _____ paid by C. D. of _____, Form of
 ‘ do hereby transfer to the said C. D., his Executors, Administrators, Transfer of
 ‘ and Assigns, a certain Mortgage, Number _____, made by Mortgage.
 ‘ the Northern and Eastern Railway Company, to _____,
 ‘ bearing Date the _____ Day of _____, for securing
 ‘ the Sum of _____ and Interest, and all my Right,
 ‘ Estate, and Interest in and to the Money thereby secured, and in
 ‘ and to the Rates, Tolls, Sums of Money, Calls, and Property
 ‘ thereby assigned. Dated this _____ Day of _____
 ‘ in the Year of our Lord _____.’

And every such Transfer shall within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof: Provided always, that the Power herein-before contained enabling the said Company to borrow Money in anticipation of their Capital shall not abridge or prejudice the Power herein-before given to the said Company, in case the Money hereby authorized to be raised by Subscription shall be found insufficient for the Purposes of this Act, to borrow and take up at Interest any further or additional Sum, not

Power to
borrow
Money by
Mortgage in
anticipation
of Capital
not to pre-
vent the

[Local.]

44 X

exceed.

raising an additional Sum by Mortgage.

exceeding in the whole the Sum of Four hundred thousand Pounds, on the Credit of the said Undertaking, but that it shall be lawful for the said Company to borrow and take up at Interest the said Sum of Four hundred thousand Pounds, or so much thereof as they shall think proper, and as shall not have been raised by way of additional Capital as aforesaid, without waiting till the Money borrowed or taken up in anticipation of their Capital as aforesaid shall have been paid off.

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

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

Creditors not to vote.

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

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

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

Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

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

Mortgagees for unlimited Periods may demand Payment after Twelve Months from Date.

Directors may pay off such Mortgages on giving Notice.

CXCIX. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for either of the said Counties of *Middlesex*, *Hertford*, *Essex*, or *Cambridge*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds; by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving such Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due

For securing Repayment of Principal Money borrowed.

due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case Mortgages paid off, the Company may borrow again.

CC. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the Principal Money so secured upon Mortgage, Assignment, or Charge as aforesaid, then and in every such Case it shall be lawful for the said Company, immediately or at any Time thereafter, again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Mortgage, Assignment, or Charge as aforesaid in such Manner or to such Extent as that the Monies which shall be owing at any One Time on Mortgage or Assignment of or as a Charge upon the said Undertaking, together with the Monies (if any) which shall have been raised by way of additional Capital as aforesaid, shall amount in the whole to more than the Sum of Four hundred thousand Pounds over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company in respect of the said Sum of One million two hundred thousand Pounds so authorized to be raised by Subscription as first herein-before mentioned.

Property to revert to the Company after Payment of Mortgage Debts.

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

Power to hire Offices on Lease.

CCII. And be it further enacted, That the said Company may and are hereby authorized (if they shall think fit) to hire or take any Buildings or Lands for the Purposes of making Offices at a Distance from the said Railway on Building Leases, or as Tenants for a Term of Years or from Year to Year, and for that Purpose to enter into and execute all such Agreements, Deeds, Covenants, and Instruments as may be necessary, which shall be binding upon the said Company and their Successors.

Railway to be free on Payment of Rates, &c.

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

CCIV. And

CCIV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following; (that is to say,)

Rates of Tonnage allowed to be taken by the Company for the Use of Railway.

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and Salt, and all undressed Materials for the Repair of public Roads or Highways, the Sum of One Penny *per Ton per Mile*:

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stone, dressed, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of One Penny Halfpenny *per Ton per Mile*:

For all Sugar, Hay, Straw, Fruit, Vegetables, Grain, Corn, Flour, Dye Woods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per Ton per Mile*:

For all Cotton and other Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Three-pence *per Ton per Mile*.

CCV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,)

Tolls allowed to be taken by the Company on Carriages conveying Passengers or Cattle upon the Railway.

For every Person conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of One Penny Halfpenny *per Mile*:

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *per Mile*:

For every Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, the Sum of One Farthing *per Mile*:

And that it shall be lawful for the said Company to demand, receive, and recover, in like Manner,

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, any Toll not exceeding the Sum of Four-pence *per Mile*.

CCVI. And whereas the Mayor and Commonalty and Citizens of the City of *London* are entitled to certain Duties on Coal, Culm, and Cinders imported into the Port of *London*, or brought by the Grand Junction or *Paddington* Canals nearer to *London* than the Stone or Post at or near the North-east Point in *Grove Park* in the County of

Duties payable to the Corporation of *London* on Coals, to be paid on

Coals brought by the Railway nearer to London than Hoddesdon, Herts.

Hertford, or brought down the River *Thames* nearer to *London* than the City's Stone placed on the West Side of *Staines Bridge* in the County of *Middlesex*: And whereas by an Act passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act for regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire, and Berkshire*, it was enacted, that during the Term of Seven Years, to be computed from the Thirty-first Day of *December* then next, in lieu of all other Rates and Duties payable to the Mayor and Commonalty and Citizens of the City of *London*, the Sums of One Shilling and One Penny *per Ton* on all Coals, Culm, and Cinders brought nearer to *London* on the said Grand Junction and *Paddington* Canals and River *Thames* than the Places aforesaid should be paid to such Person or Persons, and at such Place or Places, in such Manner and under such Regulations as the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled should from Time to Time direct or appoint, with such Powers for the Recovery thereof as are therein mentioned or referred to: And whereas the said Duties would be evaded if Coals, Culm, and Cinders could be brought to or near *London* by means of the said Railway without Payment thereof; be it therefore enacted, That the like Duty *per Ton* as shall for the Time being be payable to such Person or Persons as the said Mayor, Alderman, and Commons, in Common Council assembled, shall direct or appoint, on Coals, Culm, and Cinders brought by the Grand Junction and *Paddington* Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City's Stone on the West Side of *Staines Bridge*, shall be paid in like Manner on all Coals, Culm, and Cinders brought by the Railway hereby authorized to be made nearer to *London* than a Stone to be placed in the Hamlet of *Hoddesdon* in the Parish of *Broxbourne* in the County of *Herts*, or in case any Deviation is made from the Line of the said Railway as near thereto as Circumstances will admit, and the same Duty shall be payable to such Person or Persons, at such Place or Places, in such Manner and under such Regulations as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall from Time to Time direct or appoint, with the same Powers and Authorities for giving Receipts for and enforcing or recovering Payment of the same as are given by the said hereinbefore recited Act of Parliament in respect of the like Duty on Coals, Culm, and Cinders brought by the said Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, or brought down the River *Thames* nearer to *London* than the said City's Stone on the West Side of *Staines Bridge*: Provided always, that nothing herein contained shall extend to prevent the said Railway Company, their Workmen and Agents, or other Persons using the said Railway, pursuant to the Powers contained in this Act, from bringing by the said Railway to any Point of the said Railway nearer to *London* than the said Stone in the said Hamlet of *Hoddesdon* aforesaid, or near thereunto, all such Quantities of Coal and Coke from Time to Time as shall be required to be used and shall be *bonâ fide* used for the Purposes of the Engines of the said Company, not exceeding One thousand

thousand Tons in any One Year, without any Duty being payable in respect of such Coals or Coke: Provided always, nevertheless, that if any Coals or Coke brought nearer to *London* than the said last-mentioned Stone without the Duty being paid in respect thereof, according to the Provisions herein-before contained, shall be used otherwise than for the Purposes of the Engines of the said Company, or more than One thousand Tons of such Coals or Coke shall be brought in any One Year without the Duty being paid in respect thereof as aforesaid, the said Company shall in either of such Cases, for every Ton of such Coals or Coke so brought or otherwise used, or for every Ton of such Coals or Coke exceeding One thousand Tons in any One Year, (as the Case may be,) forfeit and pay to the said Mayor and Commonalty and Citizens the Sum of One hundred Pounds, to be recovered by Action of Debt, Bill, Plaint, or Information in any of His Majesty's Courts of Record at *Westminster*.

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

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

CCVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to convey upon the said Railway all such Passengers, Cattle and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway, to charge for the Conveyance of any Passengers upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per* Mile, including the Rate or Toll herein-before granted.

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

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

Packages containing Goods of a dangerous Quality to be marked.

pany shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers
may carry
Luggage
without ex-
tra Charge.

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

Act not to
prevent the
Company
from hiring
locomotive
Engines.

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

Company
authorized
to fix the
Prices of
small Par-
cels.

CCXII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing the Sum to be charged by the said Company for small Parcels, not exceeding Five hundred Pounds Weight each, as to them shall seem proper: Provided always, that the Provision last herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the said Railway at the same Time.

Regulating
the Charge
for short
Distances.

CCXIII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Persons, or Things shall be conveyed on the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand or receive the above-mentioned Rates or Tolls (as the Case may be) for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading the same, in Cases where the loading and unloading

unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

CCXIV. And be it further enacted, That, without Prejudice to any of the Provisions herein-before contained, in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Proportion shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass on the said Railway beyond Six Miles or any greater Number of Miles the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

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

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

Power to re-
duce the
Rates or
Tolls.

CCXVI. And be it further enacted, That it shall and may be lawful for the said Company hereby incorporated, and they are hereby empowered, from Time to Time, to make and enter into any Contract or Agreement with any Railway Company or any other Person (and which Contract or Agreement all other Railway Companies and other Persons are hereby authorized and empowered to make and enter into) either for the Division or Apportionment of Tolls, Rates, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company or other Person, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages which shall belong to the said Company hereby incorporated, or which shall pass over or along their Line of Railway, upon the Payment of such Tolls, Rates, and Duties, and under such Conditions and Restrictions, as may be deemed advisable and be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company or other Person that may be deemed advisable; and any such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting

Power to
contract
with other
Companies.

[Local.]

44 Z

Persons

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

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

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

Rates or Tolls only payable whilst the Boards remain.

CCXVIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, except during the Time that the Board on which such Rates or Tolls shall be so painted as aforesaid shall remain affixed to such Toll House or Building at which such Rates or Tolls shall be received as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain.

Penalty on Persons de-

CCXIX. And be it further enacted, That if any Person shall, except by the Direction of the said Company, wilfully pull down, remove,

move, deface, or destroy any Board whereon any Rules, Orders, Bye Laws, Rates, or Tolls shall have been painted, according to the Directions of this Act, or any Stone or Mark set up to denote Distances on the said Railway, or shall actually or constructively concur or aid therein, he shall on Conviction forfeit and pay a Sum not exceeding Five Pounds for every such Offence.

facing the
Boards.

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

For prevent-
ing Toll
Collectors
misbehaving:

CCXXI. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Ten Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Ten Pounds or not, to seize the

Recovery of
Rates or
Tolls.

Goods,

Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or to have been paid, or any Part thereof, and the Carriage laden therewith, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rents.

Owners of Carriages to give an Account of Lading.

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

Weight of Goods ascertained.

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

CCXXIV. And

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

If any Difference concerning Weight, the Collector may weigh or measure the Carriage.

For settling
Disputes
about the
Amount of
Rates or
Tolls.

CCXXV. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or (as the Case may require) the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his respective Jurisdiction, who, upon Application made to him for that Purpose; shall examine the said Matter upon Oath or Affirmation of the Parties, or other Witnesses, and determine the Amount of the Rates or Tolls due or (as the Case may be) of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof on Demand such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Company
empowered
to lease the
Rates or
Tolls.

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

Power of
Re-entry in
case of Non-
performance
of Condi-
tions of
Leases of
Rates or
Tolls.

CCXXVII. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office by virtue
of

of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or any other Person, being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers or to be used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, or shall have expired, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace of the said Counties of *Middlesex, Hertford, Essex, or Cambridge*, within their respective Jurisdictions, upon Application made by the said Directors, or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part; and it shall be lawful for the said Company in every such Case, either during such Proceedings or in the Termination thereof, again to demise or let to farm the said Rates or Tolls to the same or any other Person or Corporation, or cause the same to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

CCXXVIII. And be it further enacted, That no Carriage shall carry at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any One Piece of Timber, Block or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they

Weights allowed to be carried on Railway.

they may from Time to Time direct or appoint, not exceeding Fourpence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway, without the special Licence of the said Company or their Agents, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Company to regulate the Passage on Railway.

CCXXIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations, when published and affixed as Bye Laws, shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds for every Default: Provided always, that in every Case of Infraction or Non-observance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger; or to remove or prevent such Obstruction, Nuisance, or Hindrance.

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

CCXXX. And be it further enacted, That no Carriage shall be permitted to pass along or be upon the said Railway (except in crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall pass, or in passing any public or private Carriage Road which may happen to cross the said Railway, and except also any Carriage not weighing more than One Ton carried or conveyed on a Truck or Platform along the said Railway) unless such Carriage shall be constructed agreeably to the Orders and Regulations of the said Company authorized for that Purpose, which Orders and Regulations shall be fixed on some conspicuous Part of every Toll House or other Building at which the Rates or Tolls by this Act granted shall be received; and if any Person shall pass or be upon any Part of the said Railway with any Carriage not

so constructed and approved (except as aforesaid), he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

CCXXXI. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive Engine or other Description of moving Power shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine, and to report thereon to the said Company, who shall within Seven Days after such Report, in case such Engine shall be fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, upon any Engine used upon the said Railway being out of Repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive Engine without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such insufficient Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove any such Engine from the said Railway.

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

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

Steam Engines and locomotive Engines to consume their own Smoke.

CCXXXIII. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and

Owners to put their Names, &c. carrying

[Local.]

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on the Outside of their Carriages.

carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, in some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

CCXXXIV. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages or by any Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, either by the Confession of the Party offending, or upon the Oath, or, in the Case of a Quaker or Separatist, the Affirmation of some credible Witness, pay to the said Company or to the Person injured the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall over and above such Damages forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels, if any can be conveniently found, of the Owners of such Engine or Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties,

Costs,

Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if the Value or Amount of such Trespass, Damages, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may, at the Option of the said Company or the Party injured (as the Case may be), be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made or by Default or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

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

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

CCXXXVI. Provided always, and be it further enacted, That if any Person, save and except the said Company and their Agents and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking, shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or any other Animal, except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation, as herein-after authorized, of the respective Lands through which the said Railway shall pass, every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Railway not to be used as a Passage for Horses or other Cattle.

CCXXXVII. And

Prohibiting
Cattle coming on the
Railway.

CCXXXVII. And be it further enacted, That it shall be lawful for the said Company to remove any Horse, Mule, or Ass, Cow, or other Cattle, Sheep, Swine, or other Beasts that may be found on the said Railway or other Works or any Part thereof (except Horses or other Beasts of Burden actually ridden or driven directly across the said Railway at Places to be appointed for that Purpose, or for the necessary Occupation of the adjoining Lands, as next herein-after authorized); and the Owner of any such Horse, Mule, or Ass, Cow, or other Cattle, Sheep, Swine, or other Beasts, found upon the said Railway, shall forfeit and pay a Sum not exceeding Forty Shillings for every Offence.

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

CCXXXVIII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases where any Agreement to the contrary shall have been made with the Owners and Occupiers of such Lands, and except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with the Owners or Occupiers thereof, or otherwise according to the Provisions of this Act, or shall have paid Compensation in lieu of such Communications), at all Times to pass and repass, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly over and across such Part of the said Railway as shall be made in or upon their respective Lands for the Purpose of occupying the same Lands, not damaging or obstructing such Railway or the Passage thereof, without Payment of any Rate or Toll for the same, provided they shall not pass across or upon any other Part of the said Railway.

Penalty on
Persons on
Foot using
Railway.

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

Penalty on
Persons obstructing the
free Course
of Railway.

CCXL. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person actually or constructively assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds or less than Five Pounds for every such Offence.

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

Penalty on
destroying
Works.

CCXLII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or shall be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed, in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not nor shall any Agent or Officer of the said Company be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Penalty for
obstructing
Railway.

CCXLIII. And whereas it is expedient, for the further Security of Property, and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided should be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Ten Shillings, to be recovered and applied in like Manner

Punishment
of Persons in
the Service
of the Com-
pany for
Drunken-
ness.

[*Local.*]

45 C

as

as Penalties imposed by this Act are directed to be recovered and applied.

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

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

Damages
and Charges
in case of
Dispute to
be settled by
Two Jus-
tices.

CCXLV. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the County, Liberty, or Place wherein such Damages or Charges shall be incurred (such Justices not being interested in the Matter in question); and where by this Act any Damages or Charges are directed to be paid, in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and empowered, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such

such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

CCXLVI. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury, of any Nature or Kind soever, done or committed by the said Company or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant, under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

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

CCXLVII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Essex, or Cambridge*, (as the Case may require,) on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Monies so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, One Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted

Recovery and Application of Penalties.

convicted to be retained in safe Custody until Return can conveniently be made to such Warrant of Distress, or unless such Offender shall give sufficient Security to the Satisfaction of such Justices of the Peace for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress, such Time being not more than Eight Days from the taking of such Security, and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but in case upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued (in which last-mentioned Case such Justices shall not be required to issue such Warrant of Distress), then and in such Cases such Justices are hereby required, by Warrants under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the County or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be sooner paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

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

For securing Offenders whose Names and Residences are unknown.

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

CCL. And

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

Forms of
Information
and Con-
viction:

to wit. } BE it remembered, That on the _____ Day
of _____ A. B. of _____ informeth
me C. D., One of His Majesty's Justices of the Peace for the
County [*as the Case may be*], that E. F. of
[*here describe the Offence, and the Time and Place when and where
committed*], contrary to an Act passed in the
Year of the Reign of His Majesty King *William* the Fourth,
intituled [*insert the Title of this Act*], which hath imposed a For-
feiture of _____ for the said Offence. Taken
the _____ Day of _____ before me, C. D.'

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

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

Justices to
appoint Spe-
cial Con-
stables.

[*Local.*]

45 D

CCLII. And

General
Power to
Justices to
administer
Oaths.

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

For com-
pelling Wit-
nesses to at-
tend.

CCLIII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or, in the Case of a Quaker or Separatist, on an Affirmation to give Evidence before such Justices, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Persons
aggrieved
may appeal
to Quarter
Sessions.

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

CCLV. And

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

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

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

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

CCLVII. And be it further enacted, That in case any Fiat of Bankruptcy shall be awarded against any Person upon whom the said Company shall have any Claim or Demand it shall be lawful for any Person who shall from Time to Time in that Behalf be appointed by Writing under the Hand of any Three or more of the Directors of the said Company for the Time being to act on behalf of the said Company in respect of any such Claim or Demand, and for that Purpose to do all the same Acts and to have and exercise all the same Powers and Privileges as to the Establishment or Proof of Debts, voting in the Choice of Assignees, and signing Certificates, and otherwise, in respect of or relating to the Claim or Demand of the said Company, as any Person, being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

How Debts may be proved in Cases of Bankruptcy.

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

Directors empowered to grant Releases to Witnesses.

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

Authentic-
ated Bye
Laws to be
Evidence.

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

Distress not
unlawful for
Want of
Form.

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

Proceedings
not to be
quashed for
Want of
Form.

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

Limitation
of Actions.

CCLXII. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding, of what Nature soever, shall be

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

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

Plaintiff not to recover after Tender of Amends.

CCLXIV. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed under the Authority of this Act, shall, by reason or means or on account of his being a Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities

Directors not personally answerable for Acts legally done as Directors.

[*Local.*]

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given

given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere, and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors, or any of them, shall not, by reason of or on account or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company, in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of the Directors.

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

Company to keep an Account of Tolls, and permit Overseers of the Poor to inspect the same.

CCLXVI. And be it further enacted, That in all Cases in which the said Company shall carry, for their own Profit, any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept shewing the Amount of Rates and Tolls which would have been received by the said Company in respect of such Passengers, Cattle, or other Animals, Matters, or Things, if carried by any other Party or Parties, and the said Company shall also keep a separate Account of the Amount of the Rates or Tolls which shall from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle, or other Animals, Goods, Wares, Merchandize, Articles, Matters, or Things, carried by any other Party or Parties, and shall add up and state such Accounts half-yearly to the First Day of *February* and the First Day of *August* in every Year, and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have Access to and Liberty to inspect the same at all seasonable Times in the Day-time, and to take Extracts therefrom.

Provision for Deficiencies of Land Tax.

CCLXVII. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land

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

CCLXVIII. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Lands chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company, under the Authority of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Value to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons, before entering into the Possession of the said Lands; and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds after deducting therefrom the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable for such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been

Compensation for Corn Rents in lieu of Tithes to be made by Payment of a Sum in gross.

been assessed at or would have been payable in respect of the same in case they had been assessed alone under the Authority of the Act under which the said Composition for Tithes has taken place; and the Rector, Vicar, or other Persons entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent, by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits, in, upon, or over the said last-mentioned Lands and Grounds, or otherwise, as he or they had or were entitled to in respect of the whole of the said annual Sum or Corn Rent.

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

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

The Company empowered to purchase Interests in Lands the Purchase whereof may have been omitted by Mistake.

CCLXX. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of this Act any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions herein-before contained, then, notwithstanding such Estate, Right, or Interest, and whether the last-mentioned Period of Three Years shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of this Act; but the said Company shall with all convenient Speed purchase or pay Compensation or Satisfaction for such Estate, Right, or Interest; and the Purchase Money, Compensation, or Satisfaction to be paid for the same shall be agreed on or awarded and paid, and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as according to the Provisions herein-before contained the same respectively would have been agreed on or awarded and paid, and vested, barred, or extinguished, in case the said Company had purchased or paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as Circumstances will admit: Provided

vided always, that if such Purchase Money, Compensation, or Satisfaction shall not be paid within Three Calendar Months after the same shall have been agreed upon or awarded, then and from thenceforth the Powers hereby granted in respect of such last mentioned Lands shall cease and determine, and the said Company shall not only cease to be entitled to remain in the Possession of such Lands, but shall and may be ousted therefrom.

CCLXXI. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge*, or either thereof, assembled at any General or Quarter Sessions of the Peace to be held in and for the said Counties of *Middlesex*, *Hertford*, *Essex*, and *Cambridge* (as the Case may be), at any Time before the Expiration of the said Term of Five Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of One or more Witnesses upon Oath, or, in case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

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

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

If Railway abandoned the Land to revert to original Owner.

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

Saving the Rights of the Commissioners of Sewers of Holborn and Finsbury.

CCLXXIV. And be it further enacted, That in case it shall be necessary for the Purposes of this Act that any Sewers or Drains within the Jurisdiction of His Majesty's Justices and Commissioners

Power to stop up or otherwise interfere with of

[Local.]

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Sewers in Tower Hamlets, with Consent of Commissioners for that District.

of Sewers for the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall 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, upon Application to the said Commissioners of Sewers by Petition or otherwise, and upon obtaining the Consent of the said Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall 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, of the Dimensions of Four Feet Six Inches by Three Feet in the clear, with the necessary Junctions and Communications to connect such Sewers so to be made with the existing Sewers, 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 the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall Marsh*) to all Intents and Purposes whatsoever.

Saving the Rights of the Commissioners of Sewers for the Tower Hamlets.

CCLXXV. Provided always, and be it further 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, affect, or take away any of the Rights, Powers, Jurisdiction, or Authority vested in the Commissioners of Sewers for the *Tower Hamlets* (excluding *Saint Katharine's* and *Blackwall Marsh*) in the County of *Middlesex*, but that all the Rights, Powers, 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 contained to the contrary thereof in anywise notwithstanding.

Act liable to Regulation by a General Act.

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

Public Act.

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

SCHE-

SCHEDULE to which this Act refers.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of St. Luke Old Street.</i>				
1	House, Garden, and Premises.	Reverend Sir Herbert Oakley, Prebendary of Saint Paul's.	Mr. Parish	Mary Cross.
2	Ditto.	Ditto	-	Thomas Hughes.
3	Ditto	Ditto	W Hewitson	W Hewitson.
4	Ditto	Ditto	William Starling	William Starling.
5	Ditto Yard and Premises.	Ditto	-	Robert Spencer.
6	Ditto	Ditto	-	Charles Bannister.
<i>Parish of St. Mary Islington.</i>				
4	House, Yard, and Garden.	James Taylor	J. L. Andre	William Staples.
6	Garden	Samuel Pullen	James Taylor Francis Warin	James Taylor.
7	House, Yard, and Premises.	James Taylor		John Lyons.
8	Ditto	Ditto		Sophia Wilkinson
12	Brick Field and Counting-house.	Samuel Pullen	James Rhodes	James Rhodes.
21	Public House, Outbuildings, and Yard.	Ditto	Charles and James Rhodes.	John George Ufford and John Percy Oldershaw.
22	Two Dwelling Houses, Yard, and Outbuildings.	Ditto	Ditto	William Manning, William Tylney, and Thomas Freeman.
32	Three Dwelling Houses.	Master and Wardens of the Clothworkers Company.	-	Unoccupied.
35	Dwelling House and Beer Shop.	Mr. Scott	James Coulson Peter Paterson	James Coulson.
36	Dwelling House and Premises.	Ditto		James Bruce Stuart.
37	Ditto	Ditto		J. B. Richmond.
38	Ditto	Ditto		William Dell.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
40	Dwelling House, Garden, and Sheds.	Mr. Scott	Mr. B. Beeton	Emma Miller.
41	Ditto	Ditto	John Jacques	John Jacques.
42	Ditto	Ditto	William Rea	William Rea.
43	Ditto	Ditto	Mr. Barnes and Mr. Jennings.	George Banting.
44	Ditto	Ditto	Mr. Stocker	John William Frost.
45	Ditto	Ditto	Mr. Clay	Saul Andrade.
46	Ditto	Ditto	Ditto	Abraham Lawton.
47	Ditto	Ditto	Ditto	George Archer.
48	Ditto	Ditto	Ditto	Charles Francis Footvoy.
49	Ditto	Ditto	Mrs. James and Mr. Walters, Mortgagees in Possion.	William Newton.
50	Ditto	Ditto	Ditto	Charles Rosamond.
52	House, Garden, and Premises.	Ditto	Ditto	John M'Bain
53	Ditto	Ditto	Ditto	Charles Chirney.
54	Ditto	Ditto	Ditto	Robert Moore Dixon.
55	Ditto	Ditto	Ditto	William Farmer.
56	Ditto	Ditto	James Coulson	Thomas Holliday
57	Ditto, and Stables	Ditto	} Boswell Beton {	Charles Roberts.
58	Ditto	Ditto		Miss Petts.
59	Ditto	Ditto	John Collier	John Collier.
60	Ditto	Ditto	Henry Jacobs	Abraham Rutherford.
61	Ditto	Ditto	William Glover	Thomas Strutt.
62	Ditto	Ditto	Ditto	George Oliver Stevens.
63	Ditto	Ditto	Ditto	John Brady.
64	Ditto	Ditto	Ditto	John Acton Boden.
65	Ditto	Ditto	Ditto	William Glover.
66	Ditto	Ditto	Ditto	John Honeyball.
67	Ditto	Ditto	Boswell Beton	Charles Murley.
68	House, Garden, and Premises.	Ditto	Ditto	George Gray.
69	Ditto	Ditto	Ditto	Thomas Sage.
70	Ditto	Ditto	Ditto	William Atkins.
71	Ditto	Ditto	Ditto	John Huddleston.
72	Ditto	Ditto	Ditto	John Murdock.
73	Ditto	Ditto	John Harvey	Martin Brown.
74	Ditto	Ditto	Ditto	David Burwash.
75	Ditto	Ditto	Ditto	John Stead.
76	Ditto	Ditto	Ditto	Christopher Kipling.
77	Ditto	Ditto	John Wilson	John Wilson.
78	Ditto	Ditto	Ditto	Ammel Ingold Strutt.
79	Ditto	Ditto	Sally Frances Lewis	George Nicholson.
80	Ditto	Ditto	Ditto	Joseph Price.
81	Ditto	Ditto	Charles Beton	Charles Beton.
82	Ditto	Ditto	Ditto	Thomas Gleadall.
83	Ditto	Ditto	William Smith	Thomas Twycross.
84	Ditto	Ditto	Ditto	Charles Lindsay
85	Yard and Sheds	Ditto	Ditto	William Smith.
86	House and Garden	Ditto		Unoccupied.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
87	Foundation of House and Yard.	Mr. Scott	William Smith	Unoccupied
89	House, Garden, and Premises.	Ditto	David Durrant	David Durrant.
90	Ditto	Ditto	Richard Davies John Ingle Thomas Ni	— Stephens.
91	Ditto	Ditto		Unoccupied.
92	Ditto	Ditto		Joseph Wingrave.
93	Ditto	Ditto		Thomas Nias.
94	Ditto	Ditto		Edward Abbott.
95	Ditto	Ditto		Patrick Smith.
96	Ditto	Ditto		Francis Kruckenburgh.
97	Ditto	Ditto	William Ingle Thomas Nias	Unoccupied.
98	Ditto	Ditto		William Justine.
99	Ditto	Ditto		Unoccupied.
100	Ditto	Ditto		Eliza Hackman.
101	Ditto	Ditto	John Ingle and Thomas Nias.	Unoccupied.
102	Ditto	Ditto		Daniel Low.
104	House and Premises	Ditto	William Ingle and Thomas Nias	Void.
105	House, Yard, and Premises.	Ditto		Daniel Low, junior.
106	Ditto	Ditto	Mr. Williams	Frederick William Dunn.
107	Ditto	Ditto	Ditto	Arthur Daniel.
108	Ditto	Ditto	Mr. Elstone and Thomas Nias.	John Scobell.
109	Ditto	Ditto	John Ingle	Unoccupied.
110	Ditto	Ditto	Ditto	Richard Palin.
111	Ditto	Ditto	Mr. Elstone and Mr. Nias	Thomas Cook.
112	Ditto	Ditto	Ditto	George Welden Hepworth.
113	Ditto	Ditto	Ditto	Mr. Morgan.
123	House, Garden, and Premises.	John Perkins, late William Rhodes.	John West	James Noakes.
124	Ditto	Ditto	Ditto	Thomas Baker.
125	Ditto	Ditto	Ditto	Peter Spicer.
126	Ditto	Ditto	Ditto	Unoccupied.
127	Ditto	Ditto	Ditto	William Ranger.
128	Ditto	Ditto	Ditto	George Nicholls.
129	Three Cottages and Gardens.	Ditto	Ditto	John Collard.
130	Building Ground	Ditto	Ditto	Jane Scott.

Parish of St. John Hackney.

1	House and Building Ground.	Richard Benyon de Beauvoir.	-	-	Richard Stokes.
3	Building Ground	Ditto	-	-	John Perkins.
5	Garden and Shed	Ditto	-	-	Richard Stokes.
6	Garden Ground	Ditto	-	-	Richard Stokes and Thomas England.
12	House, Outbuildings, and Gardens.	Ditto	-	-	William Tucker.
13	Ditto	Ditto	-	-	William Ware.
14	Ditto	Ditto	-	-	John Barmell.

[Local.]

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No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
15	House, Outbuildings, and Garden	Richard Benyon de Beauvoir.	George Bailey	John Bloomfield.
16	Ditto	Ditto	- -	Thomas Hackett.
17	Ditto	Ditto	- -	Unoccupied.
18	Ditto	Ditto	John Woodyer	James Oram.
19	Ditto	Ditto	George Bailey	George Bailey.
20	Ditto	Ditto	George Hughes	George Wood.
21	Ditto	Ditto	- -	Luke Taft.
22	Ditto	Ditto	- -	J. Lott and Mr. Whitney.
23	House, Outbuildings, and Garden.	Ditto	Mrs. Wilson	Jesse Howland.
24	Ditto	Ditto	Ditto	Joseph Tibbetts.
25	Ditto	Ditto	Ditto	John Gable.
26	Ditto	Ditto	Ditto	J. Sibthorpe and White.
27	Ditto	Ditto	Ditto	Thomas Oram.
28	Ditto	Ditto	Ditto	William Colleau.
29	Ditto	Ditto	Ditto	John Dewitt.
30	Ditto	Ditto	Ditto	John Barnard and Edward Potkins.
31	Ditto	Ditto	Ditto	Unoccupied.
32	Ditto	Ditto	Ditto	Richard Parlour.
34	House, Yard, and Outbuilding.	Ditto	Robert Winter	John Franklin.
35	Ditto	Ditto	Ditto	Mary Arrett.
36	Ditto	Ditto	Ditto	Christopher Cross.
37	Ditto	Ditto	Ditto	Mrs. Hughes.
38	Ditto	Ditto	Ditto	John Streatfield.
39	Ditto	Ditto	Ditto	Sarah Buxton.
40	Ditto	Ditto	Ditto	George Simmons.
41	Ditto	Ditto	Ditto	Robert Horne, and unoccupied.
42	Ditto	Ditto	James Simmonds and Frances Susanna Redaway.	Unoccupied.
43	Garden	Ditto		Charles Hankinson and Thomas Tebworth.
45	House, Outbuildings, and Garden.	Ditto	Robert Winter	William King.
46	Ditto	Ditto	Ditto	William Holloway.
47	Ditto	Ditto	Ditto	John Malkin.
48	Ditto	Ditto	Ditto	Daniel Green.
49	Ditto	Ditto	Ditto	James Bixley.
50	Ditto	Ditto	Ditto	John Maynard.
51	Ditto	Ditto	Ditto	John Clune.
52	Ditto	Ditto	Mr. Dove	Unoccupied.
53	Ditto	Ditto	Ditto	Charles Brown.
54	Ditto	Ditto	Mrs. Prime	Baker, Wilcox, and Bond.
55	Ditto	Ditto	Ditto	Unoccupied.
56	School House and Chapel.	Trustees of Union Row School.	James Simmons and Frances Susannah Redaway.	
57	Timber Yard and Buildings.	- -	Robert Winter	Thomas Porter.
58	Stable and Buildings	Richard Benyon de Beauvoir.	Ditto	George Bird.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.	
<i>Parish of St. Mary Islington — continued.</i>					
132	House, Yard, and Outbuildings.	The Governors of Saint Bartholomew's Hospital.	Mr. Alderman	John Crennis.	
133	Ditto	Ditto	Mr. Barnes	William Hedge.	
134	Ditto	Ditto	Mr. Rowell	Elizabeth Pickup.	
135	House and Garden.	Ditto	William Rivett	Ann Valentine.	
136	House and Yard	Ditto	Mr. Hanson	— Capron.	
137	Ditto	Ditto	Ditto	Samuel Shearman.	
138	Ditto	Ditto	Mr. Souter	James Shearman.	
139	Ditto	Ditto	Ditto	John Evans.	
140	Ditto	Ditto	Ditto	William Ilott.	
141	Ditto	Ditto	Ditto	Unoccupied.	
142	Ditto	Ditto	Ditto	Ditto.	
143	Ditto	Ditto	Ditto	Eleanor Wiles.	
144	Ditto	Ditto	Ditto	Elizabeth Andrews.	
145	Ditto	Ditto	Ditto	John Hayworth.	
146	Ditto	Ditto	Ditto	John Beazley.	
147	Ditto	Ditto	Colonel Maberly	Mary Ray.	
148	Ditto	Ditto	Ditto	Thomas Colly Haynes.	
149	Ditto	Ditto	Mr. Dunn	Charles Holmes.	
150	Ditto	Ditto	Charles West	Unoccupied.	
152	Ditto	Ditto	Mr. Souter	John Chambers.	
153	Ditto	Ditto	Ditto	Mary Franklin.	
154	Ditto	Ditto	Ditto	Ann Giddins.	
155	Ditto, Ditto, and Outbuilding.	Ditto	Ditto	William Kilby.	
156	Ditto	Ditto	} Ditto, and Executors of — Parke, deceased.	Unoccupied.	
157	Ditto	Ditto		Thomas Osborne.	
158	Ditto	Ditto		John Warboy.	
159	Ditto	Ditto		Henry Fry.	
160	Ditto	Ditto		Charles Sack.	
161	Ditto	Ditto	Daniel Hole.		
162	Part of Bartholomew Chapel.	Ditto.			
163	Stables and Yard	Ditto	Thomas Gainson	Thomas Gainson.	
165	Three Houses and Buildings.	William Hobson	Edward Rogers	Edward Rogers, Charles Simmons, and Francis Davis.	
166	One ditto, and Yard	Ditto	Mr. Vernon	Adam Clarke.	
167	Ditto	Ditto	} Henry Munroy Mr. Adam Clarke Mr. Smith	Robert Barnett.	
168	Ditto	Ditto		Henry Munroy.	
169	Ditto	Ditto		James Edwards.	
170	Ditto	Ditto		Charles James Crank, and unoccupied.	
171	Ditto	Ditto		James Mann.	
172	Ditto	Ditto		Stephen Price.	
173	Ditto	Ditto		John Clarke.	
174	Ditto	Ditto		John Garrod.	
175	Ditto and Yard	Ditto		Mr. Roper	Robert Harwood.
176	Ditto	Ditto		Mr. Vernon	Unoccupied.
177	House, Garden, and Outbuilding.	Ditto	- -	Henry Cain.	
178	Cottage and Garden.	Ditto	- -	Unoccupied.	

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
179	House and Garden	William Hobson	Mrs. Smith	Mrs. Smith.
180	House and Garden	Mr. Hobson	- -	Mary Ufford.
181	Ditto	Ditto	- -	Priscilla Thorpe.
184	Kingsland Green	Mr. Powell.		
<i>Parish of St. John Hackney — continued.</i>				
60	Part of Dwelling House.	The Governors of St. Bartholomew's Hospital.		John Beazley.
61	House, Yard, and Outbuilding.	Ditto		Charles Richards.
62	Ditto	Ditto	Mrs. Mary May, Mr. Souter, and Thomas Gainson	John Gardner.
63	Ditto	Ditto		John Nind.
64	House, Warehouse, and Building.	Ditto		Thomas Gainson and John Nind.
65	House, Yard, and Building.	Ditto		William Gilby.
66	Toll House and Turnpike Gate.	Trustees of Metropolitan Roads.	Elisha Ambler.	
67	Part of St. Bartholomew Chapel.	The Governors of St. Bartholomew's Hospital.		
69	Part of Kingsland Green.	Mr. Powell.		
70	Dwelling House	Henry Tomlinson	- -	Henry Tomlinson.
71	Shop and Premises	Ditto	- -	Same.
72	House, Yard, and Outbuilding.	Ditto	- -	Thomas Buck.
73	House and Yard	Ditto	- -	Daniel Cole.
74	Ditto	Samuel Needham	- -	Theophilus Gisburne.
75	Ditto	Ditto	- -	John Johnson.
76	Ditto	Ditto	- -	Mary Bird.
78	Ditto	W. G. D. Tyssen	John Beake	John Owen.
79	Ditto	Ditto	Ditto	William Prosser.
80	Ditto	Ditto	Ditto	Charles Edwards.
81	Ditto	Ditto	Ditto	Unoccupied.
82	House, Yard and Stable.	Ditto	- -	Thomas Richardson.
83	House and Yard	Ditto	John Squire	James Elwood.
84	Ditto	Ditto	Ditto	Mr. Smith.
85	Ditto	Ditto	Ditto	James Mason.
86	Ditto	Ditto	Ditto	Anne Brooke.
87	Ditto	Ditto	Ditto	Charles Petty.
88	Ditto	Ditto	Ditto	Horatio Fletcher.
89	Ditto	Ditto	Ditto	William Gold
90	Ditto	Ditto	Michael Bromley	Michael Bromley.
91	Ditto	Ditto	Frederick John Everard	Frederick John Everard.
92	Ditto	Ditto	- -	Thomas Shirley.
93	House, Yard, and Buildings, King's Arms.	Ditto	Truman, Hanbury, and Co.	Francis Weeks.
94	House, Yard, and Buildings.	Ditto	Ditto	James Kings.
95	Ditto	Ditto	Ditto	James Higgs.
96	Ditto	Ditto	Mary Ann Ellis	Charles Sapsworth.
97	Ditto	Ditto	Mary Ann Ellis	William Holdsworth.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
98	House, Yard, and Buildings.	W. G. D. Tyssen	John and George Jeffkin.	Benjamin Handy.
99	Ditto	Ditto	Executors of Job Jeffkin.	Jonathan Spinks.
100	Ditto	Ditto	Mr. Greenfield	William Dancaster.
101	Ditto	Ditto	William Cumberlege.	William Matthews, junior.
102	House, Garden, and Outbuildings.	Ditto	Same	John Fox.
103	House, Yard, and Premises.	Ditto	William Harrington and Matthias Ramsdale.	Jonathan G. Sparrow.
104	Ditto	Ditto	Ditto	James Wilkinson.
105	Ditto	Ditto	Ditto	William Newell.
106	Ditto	Ditto	Ditto	Richard Sims.
107	Ditto	Ditto	Ditto	George Newcome.
108	Ditto	Ditto	Matthias Ramsdale	Samuel Stevens.
109	Ditto	Ditto	Ditto	John Cripps.
110	Ditto	Ditto	Ditto	John Boddington.
111	Ditto	Ditto	Ditto	Thomas Brett.
112	Ditto	Ditto	Ditto	Henry Irons.
113	Ditto	Ditto	Ditto	William Thomas.
114	Ditto	Ditto	Ditto	Thomas Budd.
116	Public House, Yard, Garden, and Outbuildings.	Ditto	Matthias Ramsdale and Abraham Golding.	Abraham Golding.
117	House, Yard, and Outbuildings.	Ditto	Matthias Ramsdale and William Winterbourne.	Mary Bray.
118	Ditto	Ditto	Ditto	George William Carter.
119	Ditto	Ditto	Ditto	Mrs. Pattison.
120	Ditto	Ditto	Ditto	Mr. Meadows.
121	Garden Ground	Ditto	Ditto	Mr. Goodram.
122	House, Yard, and Outbuildings.	Ditto	Ditto	William Chambers.
123	Ditto	Ditto	Ditto	Henry Batts.
124	Ditto	Ditto	Ditto	James Worboys.
125	Ditto	Ditto	Ditto	William Champlin.
126	Ditto	Ditto	Ditto	William Mann.
127	Ditto	Ditto	Ditto	Zachariah Huggins.
128	Ditto	Ditto	Ditto	Benjamin Orford.
129	Ditto	Ditto	Ditto	William Hutchins.
130	Ditto	Ditto	Ditto	Horatio Tibby.
131	Ditto	Ditto	Ditto	William Meredith.
132	House, Yard, and Outbuilding.	Ditto	Matthias Ramsdale	Joseph Hand.
133	Ditto	Ditto	Ditto	John Knight.
134	Ditto	Ditto	Ditto	Thomas Dillon.
135	Garden	Ditto	Ditto	Ditto.
136	House, Yard, and Outbuilding.	Ditto	Ditto	James Watson.
137	Ditto	Ditto	Ditto	George Lambert.
138	Ditto	Ditto	Ditto	John Cambridge.
139	Ditto	Ditto	Ditto	Charles Stanborough.
140	Ditto	Ditto	Ditto	Joseph Lynch.
141	Garden	Ditto	William Hobson	Joseph Conquest Hartwell.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
172	Garden Ground	W. G. D. Tyssen	William Hobson	Joseph Baddeley.
171	Ditto	Sir Robert Graham	T. and W. Rhodes	James Dove.
177	Meadow, Brick Ground, and Shed.	W. G. D. Tyssen	William Hobson	Thomas Saunders.
171	Garden Ground	Sir Robert Graham	Thomas and William Rhodes.	James Dove.
172	Ditto	W. G. D. Tyssen	William Hobson	Robert Baddely.
174	Potatoe Ground	Ditto	Ditto	Ditto.
176	Garden Ground	Sir Robert Graham	Ditto	Joseph Baddely.
177	Meadow, Brick Ground, and Shed.	W. G. D. Tyssen	Ditto	Thomas Saunders.
186	Garden Ground	Ditto	Ditto	Mrs. Carey.
187	Building Ground	Ditto	James Newman	James Newman.
188	Garden Ground	Ditto	John Donnison	John Donnison.
192	Cottage, Garden, Ground, and Premises.	Ditto	Philip Slater Boulton	Richard Franklin.
193	Garden Ground.	Ditto	Robert Ralfe	Robert Ralfe.
195	Osier Bed and Garden Ground.	C. Munro	William Adamson	William Adamson.
204	Ditto	W. G. D. Tyssen	Ditto	Ditto.
206	Two Dwelling Houses, Yards, and Outbuildings.	Ditto	James Gunnell	Thomas Driver and Samuel Perkins.
207	Two Ditto	Ditto	Ditto	James Gunnell and Phillip Corneth.
208	Outbuildings and Yard.	Ditto	Martha Turner	Martha Turner.
209	Dwelling House, Stable, Outbuildings, Garden, and Paddock.	Ditto	Ditto	William Linton, Samuel Neal.
211	Dwelling House and Garden.	Ditto	William Hurson, Mr. Showell.	William Batson.
212	Ditto	Ditto	William Hurson and Mrs. Trigg.	James Osborne.
213	Ditto	Ditto	William Hurson and Mrs. Trigg.	Robert Seaborne.
214	Ditto	Ditto	William Hurson and Mrs. Trigg.	John Ward.
215	Ditto	Ditto	William Hurson	} Robert Trayhorn.
216	Ditto	Ditto	Thomas Botwright	
217	Ditto	Ditto	William Hurson and John Hampton	} Thomas Colewell. William Tickner.
218	Ditto	Ditto	Charles Goodland	
219	Ditto	Ditto	William Hurson	Stephen Allen.
220	Garden Ground	Ditto	William Hurson	Thomas Skinner.
221	Meadow and Shed	Ditto	William Adamson	William Adamson.
222	Garden	Ditto	John Scarnett	John Scarnett.
223	Garden and Meadow	Ditto	William Jupp	William Jupp.
224	Garden	Ditto	Edward Burmester	Edward Burmester.
229	Dwelling House, Garden, Stables, Coach House, Outbuildings, and Premises.	Ditto	Peter Patteson	Samuel Stallard.
230	Dwelling House, Garden, Outbuildings, and Premises.	Ditto	Hugh Parnell	Hugh Parnell.
			Charles Buck	Jane Hicks.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
231	Dwelling House, Buildings, and Premises.	W. G. D. Tyssen	Isaac Robson, jun.	James Baker.
232	Ditto	Ditto	Isaac Robson and Thomas Gregory.	Reverend Thomas Gregory.
235	Dwelling House, Garden, and Premises.	Mary Heyman	-	Unoccupied, late Hill-yard.
236	Ditto	Ditto	John Hutchinson	John Hutchinson.
237	Ditto	Ditto	-	William Flint Sadler.
238	Ditto	Ditto	John Morris	Mr. Barrow.
239	Dwelling House, Stables, Outbuildings, Garden, and Meadow.	Ditto	Reverend Charles James Heathcote.	Reverend Charles James Heathcote.
240	Dwelling House, Garden, and Front Court.	Solomon Sheldon	Henry Sanford	George Walker.
241	Ditto	Ditto	Ditto	Charles T. Starbuck.
242	Ditto	Ditto	Ditto	William Henry Filstone.
243	Ditto	Ditto	Henry Sanford, Silvia Moots.	Silvia Moots.
246	Piece of Land for Building, at present Meadow.	Henry Sanford	-	Henry Sanford.
247	Dwelling House, Garden, Stable, and Outbuildings.	Charles Buck	-	Charles Buck.
248	Ditto	Samuel Tyssen	William Dennis	Alexander Bell.
249	Ditto	Ditto	Ditto	Void.
250	Ditto	Ditto	Ditto	John Scott.
251	Ditto	Ditto	- Ditto	Samuel Sharwood.
252	Ditto	Ditto	James Montague	James Montague.
253	Spring Lane Cottages, Nos. 1 and 2.	Ditto	James Lang	Unoccupied.
254	Cottage and Garden	Ditto	Ditto	Hannah Humfray.
255 and 256	Dwelling House, Stables, Coach House, Outbuildings, Gardens, Plantations, and Meadow.	Thomas Bross	Jeremiah Greatorex.	Jeremiah Greatorex.
258	Plantation	Samuel Tyssen	James Lang	James Lang.
259	Meadow and Garden	Ditto	Keturah Taylor	Keturah Taylor.

COUNTY OF MIDDLESEX.

Parish of Tottenham.

4	Wharf, Cottage, and Garden.	The Trustees of I. O. Freeme, Esquire.	John Craven, Esquire.	Lewis Bryant, James Gaywood.
23	House, Garden, Barn, Outbuildings, and Yard.	Thomas Sparkes	Leonard Willan	Leonard Willan.

No. on Plan.	Description of Property.	Owner or reputed Owner	Lessee.	Occupiers.
27	Two Dwellings and Gardens.	Philip Thomas Hunt.	- -	William Gregory, John Brown.
72	House, Garden, Barn, Yard, and Premises.	Daniel James Chasereau.	William Delano	William Delano.
76	Dwelling and Garden	Catherine Ratcliffe	- -	Catherine Ratcliffe.
81	Farm Yard, Buildings, and Premises.	Rector of St. Luke's	- -	Thomas Tuck.

Parish of Edmonton.

7	Rick Yard, Buildings, Moat, and Premises.	Charles Snell Chancey, Nathaniel Snell Chancey, and James Holbrook.	- -	Stephen Read.
15	Two Cottages and Gardens.	Edward Busk	William Boswell	William Boswell and William Dean.
33	Public House, Yard, Garden, Orchard, and Buildings.	Honora Coleman	William Abdey	William Abdey.
34	Farm House, Yard, Garden, and Buildings.	Thomas Etheridge	James Peter Dickenson.	James Peter Dickenson.
35	Farm House, Barns, Buildings, Yard, and Garden.	Devizees of Bowles	- -	Joseph Ellis.
41	Farm House, Garden, Barn, Yard, and Outbuildings.	Trustees of Musherett.	- -	William Boards.

Parish of Enfield.

8	Farm House, Barn, Yard, Garden, and Buildings.	Devisees of A. and G. Nash.	John Moore	Matthew and Mark Lough.
12	Mill, Dwelling House, Gardens, and Buildings, with private Road and Lodge.	Sir Cunliffe Smith	Augustine George	Augustine George.
27	Plantation and Meadow.	Newell Connop	- -	Newell Connop.
41	Ozier Bed.	Sarah Connop	- -	Robert Hammond.
48	Ditto	Mrs. Naylor	Stephen Potts	Stephen Potts.
69	Barn and Meadow	Henry Connop	- -	Hills Dodd.
71	Farm House and Yard, Outbuildings, Barn, and Garden.	Henry Connop, J. Barnes, and James Crump.	- -	Daniel Coldham.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
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COUNTY OF HERTFORD.

Parish of Cheshunt.

6	Four Cottages and Gardens.	The Governors of Bethlem Hospital.	Henry Heward	Caleb Winham, William Pritchard, William Gayswood, Edward Ovenden.
7	Two Ditto	Trustees of Parker.	- -	James Frillam, and Ishmael Richards.
8	Two Ditto	R. and H. Dyson	- -	Joseph Argent and Thomas Goss.
9	Turnpike House	Trustees of Cheshunt Roads.	- -	John Beckley.
16	Two Houses, Gardens, and Buildings.	Kenrick Collett	James Viner	James Viner and John Wilks.
25	Meadow and Barn	William Tonson	- -	Richard Wilson.
27	Cottage and Garden	William Pearse	- -	Samuel Dawkins.
27a.	Two Cottages and Gardens.	William Henry Power	- -	John Pomfrey and John Spiller.
29	House and Garden	Nathaniel Easton	- -	John Mitchell.
57	Common Marsh, Cottage, and Garden.	Sir G. B. Prescott, and the Parishioners of Cheshunt.	- -	Ann Bray.
58	Two Cottages, Gardens, and Outbuildings.	Samuel Eastwick	- -	Samuel Eastwick and William Newnham.
59	Cottage and Garden	Henry Crawter	- -	Edward Barnes.
60	Dwelling House, Windmill, Steam Mill, and Buildings.	Osborne Delano Osborne.	- -	George York.
84	Meadow and Shed	John Early Cooke	- -	John Early Cook.
87	Farm House, Buildings, Orchard, Gardens, Plantation, Shrubbery, and Land.	Ditto	- -	Ditto.

Parish of Broxburne.

15	Meadow, Gardens, and Buildings.	George Jacob Bosanquet.	Nicholas Lutyens.	Lewis	Nicholas Lewis Lutyens.
18	Dwelling House, Garden, Plantation, and Outbuildings.	Nicholas Lewis Lutyens.	-	-	Ditto.

[Local.]

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No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
19	Mill, Dwelling House, Outbuilding, Meadow, Wharf, Buildings, and Premises.	George Jacob Bosanquet.	- -	Michael Heaver and George Allen.
20 } 21 }	Meadows and Gardens.	Bishop of London	George Jacob Bosanquet.	Reverend Thomas Pickthall and Reverend Francis Thackeray.

COUNTY OF ESSEX.

Parish of Roydon.

12	Roydon Wood	- -	- -	The Honorable William Pole Tylney Long Wellesley.
14	House, Buildings, and Premises at the Lock.	Sir George Duckett.	- -	In hand.
24	Dwelling House, Barns, Buildings, Outhouses, Orchards, Yard, and Premises.	The Honorable William Pole, Tylney Long Wellesley.	Benjamin Ricketts	Benjamin Ricketts.
26	Rickyard	Same	Same	Same.
31	Garden	Same	Same	James King.
32	Two Cottages and Gardens and Cage.	The Churchwardens and Overseers of the Parish of Roydon.	- -	John Bulls and William Martin.
33	School House, Buildings, Garden, and Cottage.	Benjamin Ricketts and James Knight, Trustees of the School.	- -	Charles Roe and William Turner.
34	Three Cottages, Gardens, and Barns.	Daniel Hankin	Thomas Pavely	John Traveller, James Field, and Henry Read.
35	Two Cottages and Gardens.	Robert Luck	- -	Aaron Marshal and Robert Luck.
36	House, Garden, and Premises.	Ditto	- -	Archibald Anderson and Matthew Roe.
37	New Inn Public House, Stables, Barn, Buildings, and Orchards.	Christie and Cathrow.	- -	Samuel Traylor.
38	Four Cottages	Edward Drewry Raiment.	- -	William Traylor, John Travill, George Rix, and John Benham.
39	House, Stable, Outbuildings, and Orchard.	The Governors of Saint Thomas's Hospital.	James Mattin	James Mattin.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers
40	Dwelling House, Yard, and Garden.	Thomas Webb	- -	William Henry Gower, Thomas Coleman, and James Warren.
41	Dwelling House, Shop, and Garden.	Thomas Collins	- -	Thomas Webb.
42	White Hart Public House, Stable, Outbuildings, and Gardens.	Christie and Cathrow.	- -	William Rodwell.
43	Two Cottages and Buildings.	William Barber	- -	Ambrose Coppin and Thomas Hill.
45	Two Cottages, Barn, and Outbuildings.	Richard Webb	- -	Richard Webb and William Collins.
46	Two Dwellings and Premises.	Charles and William Roe.	- -	Ann Tull, Mrs. Roe.
47	Four Cottages and Premises.	William Roe	- -	Ward Waterman, Thomas Howard, James King, John Wright, and Sophia Donovan.
48	Farm House, Buildings, and Premises.	The Honorable William Pole Tylney Long Wellesley.	- -	William Franklin.
90	House, Barn, Buildings, Outhouses, Yard, and Premises.	Charles Phelips	- -	James Brown.
92	Garden	Ditto	- -	Ditto.
<i>Parish of Little Parndon.</i>				
4	Plantation	Devizees of W. K. Amherst.	- -	In hand.
5	Orchard, Stable, and Buildings.	William Slarke	William Death	William Death.
6	Meadow and Orchard	Ditto	Ditto	William Death.
7	Mill, Dwelling House, Outbuildings, and Garden.	Ditto	Ditto	Ditto
10	Pound	Devisees of W. K. Amherst.		
12	Three Cottages and Gardens.	Ditto	Ditto	John Samuel, James Carter, and James Law.
13	House, Barn, Outbuildings, Yard, and Garden, Manor Farm.	Ditto	Ditto	
<i>Parish of Netteswell.</i>				
1	House, Mill, Barn, and Stable, Outbuildings, and Garden.	Charles Phelips	- -	William Death, jun.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
24	Plantation	Charles Phelps	- -	In hand.
27	Ditto	Same	- -	In hand.
28	Ditto	Reverend Joseph Arkwright.	- -	Reverend Joseph Arkwright.
<i>Parish of Latton.</i>				
1	Plantation	Reverend Joseph Arkwright.	- -	Reverend Joseph Arkwright.
3	Ditto	Ditto	- -	Ditto.
9	Water Mill, Barn, Buildings, Out-houses, Garden, and Premises.	Richard Arkwright, Esquire.	Charles Barnard	Charles Barnard.
10	Windmill	Ditto	Ditto	Ditto.
<i>Parish of Harlow.</i>				
12	Two Cottages and Gardens.	William and Richard Barnard.	- -	James Lagden and William Warren.
<i>Parish of Shearing.</i>				
2	Arable and Plantation.	Clayton Glynn	- -	James King.
11	Ditto	Mrs. Glynn	- -	John Stallibrass.
27	Dwelling House, Barn, Stable, Outbuildings, Yard, and Garden.	John Barnard	- -	John Barnard.
28	Mill, Outbuildings, Barn and Premises.	Same	- -	Same.
30	Meadow and Barn	Same	- -	Same.

COUNTY OF HERTS.

Parish of Sawbridgeworth.

1	Pishiobury Estate	Rowland Alston, Esquire.	- -	Rowland Alston, Esquire.
45	Plantation	Ditto	- -	George Collins.
50	Wood	Ditto	- -	Rowland Alston.
58	Dwelling House, Barns, Stables, Outbuildings, Yard, and Garden.	Ditto	- -	George Collins.
67	Turnpike House and Garden.	W. L. Walford	- -	Trustees of the Hock-erill Road.
73	Dwelling House and Garden.	Daniel Twamlow	- -	Daniel Twamlow.
78	Three Cottages and Garden.	Ann, Executrix of John Whitehead.	- -	William Wood, John Wood, and James Wood.
82	Two Cottages and Outbuildings.	W. L. Walford	- -	William Philipps and John Wright.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
<i>Parish of Thorley.</i>				
11	Coach and Horses Public House, Barns, Outbuildings, and Gardens.	George Frere	- -	Thomas Lewsey.
12	Two Cottages, Outbuildings, and Garden.	James Ladsden	- -	Thomas Sadgell and Samuel Watson.
13	Five Cottages, Outbuildings, and Gardens.	Joshua Flack	- -	Samuel Hale, Richard Vealey, John Taylor, Mumford Markwell, and Joseph Giffin.
18	Dwelling House, Barn, Stables, Outbuildings, Garden, and Premises.	Mrs. Mary Moseley.	- -	Mrs. Mary Moseley.
21	Two Cottages and Gardens.	George Frere	- -	Joseph Rumble and William Waters.
22	Four Ditto	Same	- -	Thomas Osborne, Joseph Yardley, William Reed, and Thomas Markwell.
24	Plantation	Same	- -	George Frere.
<i>Parish of Bishop Stortford.</i>				
3	Meadow and Stack Yard.	Robert Percival	- -	Robert Percival.
4	Crown Inn, Stabling, Outhouses, Garden, and Premises.	Same	James Goodwin	James Goodwin and Robert Percival.
5	House, Stables, Garden, and Meadow.	Thomas Heskin	- -	In hand.
6	Garden Ground	Bishop of London and Sir George Duckett.	Churchwardens and Overseers, and Thomas Clough.	Joseph Robertson, William Kent, James Davies, Thomas Moulden, Thomas Fish, Charles Dorrington, John Burrell, John Lovett, William Wybrow, John Taylor, Joseph Bonny, Thomas Sandford, David Goodwin, William Moulden, Samuel Filbrook.
16	House, Garden, Land, and Premises.	Sir George Duckett's Trustees.	- -	In hand.
19	Dwelling House, Mill, Barn, Outbuildings, Garden, and Premises.	William Beaumont	- -	William Beaumont.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
20	Two Tenements, Out-buildings, and Gardens.	Susan Miller	- -	Samuel Skeggs and James Searle.
21	Three Dwelling Houses and Beer Shop, Outbuildings, Garden, and Premises.	Same	- -	William Searle, John Alger, and William Searle.
23	Dwelling House, Out-buildings, Garden, and Premises.	John Boulcott	Robert Tweed	Robert Tweed.
26	Dwelling House, Out-buildings, Yard, and Dock.	Joseph and William Taylor.	Edward Long	James Horsman.

Hockerill.

1	Cottage	Lawrence Coxall	- -	Own Occupation.
2	Cottage and Garden	John Bird	- -	Own Occupation.
3	Three Cottages and Gardens.	William Bird	- -	One void, Joseph Skeggs, and William King.
4	Cottage and Garden	William Jackson	- -	Own Occupation.
5	Ditto	Mrs. Sarah Clarke	- -	Thomas Sandford.
6	Ditto	Ditto	- -	George Wenham.
7	Five Cottages and Gardens.	William Beverley	- -	Thomas Beverley, Rebecca Cannon, James Dow, Charles Clarke, John Carroll.
8	Cottage and Garden	Thomas Patmore	- -	John Burl.
11	Garden Ground	Messrs. Hawkes and Company.	John Moore	John Moore.
12	Cottage and Garden	Same	Same	William Perry.
13	Cottage	Same	Same	Void.
14	Coach and Horses Inn, Garden, and Premises.	Same	Same	John Moore.
15	Cottage and Premises	Same	- -	Thomas Turner.
16	Stable	William Gee	- -	Void.
17	Cottage and Premises	Messrs. Hawkes and Company.	John Moore	John Moore.
18	House, Garden, and Shop.	Mr. John Miller	Thomas Folks	Thomas Folks.
19	Four Cottages and Gardens.	John Henry Snow	- -	William Parminter, George Ryder, William Fewster, William Flindall.
20	Garden Ground	The Trustees of the Benefit Society held at the Coach and Horses Inn, Hockerill.	- -	James Fuller.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
21	Four Cottages and Gardens.	The Trustees of the Benefit Society held at the Coach and Horses Inn, Hockerill.	- -	William Jackson, James Fuller, John Wheeler, Joshua Hook.
23	House, Garden, and Premises.	Samuel Game	- -	Own Occupation.
24	Cock Inn, Stable Yard, Garden, and Premises.	Messrs. Christie and Cathrow.	- -	Henry Goodwin.
26	House and Garden	John Tucker	- -	Joseph Tucker.
27	House and Garden Ground.	Mary Moseley	- -	James Harvey.
28	House	Ditto	- -	Ditto.
29	Pasture and Garden Ground.	Ditto	- -	Ditto.
30	Cottage and Malt-house, Yard, and Premises.	Ditto	Matthew Woodley	Matthew Woodley.
32	Cottage and Garden	Ditto	- -	James Perry.
35	Red Lion Inn, Stables, Yard, and Premises.	Messrs. Hawkes and Company.	- -	Thomas Marshall Carter.

Bishop Stortford — continued.

51	Garden Ground	Mary Wright	- -	Nathaniel Carter and John Carter.
52	Three Cottages and Garden Ground.	Ditto	- -	Nathaniel Carter, John Quindley, and Philip Curtis.

Hockerill — continued.

53	One Cottage and Garden.	William Gee	- -	James Carter.
54	Four Cottages, Orchard, and Garden Ground.	The Reverend Edward Weigall.	- -	James Newton, James Vale, William Wybrow, James Davis, John Cater Canning.
57	Parsonage, Mill, House, and Premises.	The Reverend Mr. Belli as Precentor of St. Paul's Cathedral, London.	Leased for Lives to the Trustees of the late Richard Debarry, Esquire, and John Cater Canning, their under Lessee.	

COUNTY OF ESSEX.

Parish of Birchanger.

17	Turnpike House and Garden.	Trustees of Hockerill District of Roads.	- -	In hand.
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No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
26	Two Cottages and Gardens.	New College, Oxford.	Marshall Waller Clifton, and George Davies, Executors of the late Charles Hippuff, Esquire.	Samuel Watson, Edward Docwra.
28	Land Glebe	Reverend James Calcott Hayes Stokes.	- -	John Sibley.
30	Cottage, Garden, and Meadow.	Charles John Bythesea Brome.	- -	James Smith.
43	House and Garden	Abraham Locking Barnard.	Samuel Gilbey	Samuel Gilbey.
46	Two Cottages and Gardens.	Ditto	- -	James Sanders, Benjamin Grey.

Parish of Stanstead Mount Fitchett.

2	Wood	Robert Gosling	- -	Robert Gosling.
6	Cottage and Garden	Samuel Tayspill Day.	- -	Joseph Baker.
14	Orchard	Ebenezer Fuller Maitland.	George Newman	George Newman.
15	Farm House and Barn, Two Cottages, Smith's Shop, and Garden Ground.	Ditto	Ditto	Same, and James Hayden and William Gray.
16	Two Houses, Shop, Gardens, and Yard.	Ditto	- -	John Sanders, Barney Patmore.
21	Cottage and Garden	Ditto	- -	James Brace.
22	Farm House, Barn, Malthouse, and Premises.	Ditto	- -	William Paris.
23	Park or Warren	Ditto	- -	Ditto.
36	Plantation and Pasture Ground.	Frances Sophia Welsh.	- -	Own Occupation.
46	Windmill, House, Garden, and Premises.	Michael Philips	- -	Own Occupation.
53	Withey Bed	Mr. Charles Smith	- -	Joshua Markwell.

Parish of Elsenham.

3	Wood	E. F. Maitland	- -	Own Occupation.
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Great and Little Henham Parish.

9	Two Cottages and Gardens.	William Canning	- -	Morris Mead and John Boatman.
12	Cottage and Garden	Ditto	- -	Own Occupation.
15	Old Mead Farm House, Garden, Yard, and Premises.	Ditto	- -	Ditto.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
30	Arable (Glebe)	The Reverend George Henry Glynn.	- -	Charles Stallibrass.
32	Ditto	Ditto	- -	Ditto.
36 } 38 }	Ditto	Ditto	- -	Ditto.
40	Arable Land (Glebe)	Ditto	- -	Ditto.
45	Ditto	Ditto	- -	Ditto.
48	Ditto	Ditto	- -	Ditto.
66	Ditto	Ditto	- -	Ditto.
71	Meadow Land (Glebe).	Ditto	- -	Ditto.
<i>Ugley Parish.</i>				
9	Osier Bed	Mr. John Lake	- -	Jane Leggerton.
<i>Widdington Parish.</i>				
3	Wood	Sir Francis Vincent.	- -	Own Occupation.
<i>Quendon Parish.</i>				
6	Turnpike House and Garden.	Trustees of the Hockerill District of Turnpike Roads.	- -	In hand.
10	Wood	James Powell Cranmer.	- -	Own Occupation.
<i>Newport Parish.</i>				
40	Two Cottages and Gardens.	Elizabeth Lierdon	Parish Officers of Newport.	Void, and William King.
41	Ditto	Thomas Kiddman	- -	In hand, and Edward Gaylor.
49	Orchard	William Charles Smith.	- -	Thomas Probert.
52	Farm House, Barns, Stables, Buildings, and Premises.	Henry Brook	- -	William Byatt.
53	Cottage and Garden	James Powell Cranmer.	- -	Alexander Archer.
56	Orchard	William Charles Smith.	- -	John Hayden.
57	Three Cottages and Garden.	Sarah Woodcock	- -	Thomas Parish, Sarah Sale, Charles Gaylor.
66	Thirteen Cottages and Garden used as a Workhouse.	Parish Officers of Newport, Dudley Gayford, and John Hayden.	- -	William Luckins, George Harvey, John List, John Francis, John Weare, and Thomas Cowley. The Remainder are Paupers.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
72	Tenement and Garden Ground.	Parish Officers of Newport.	- -	In hand.
73	Two Cottages and Garden Ground.	William Charles Smith.	- -	Robert Crane, Mrs. Sarah Reynolds.
74	Garden	Benjamin Thomas Gurson.	- -	In hand.
124	Windmill and Arable Field.	William Charles Smith.	- -	Henry Salmon.
<i>Parish of Wendon.</i>				
12	House, Garden, Arable Land, and Premises.	William Cornwall	- -	William Nicholson.
19	Plantation	Lord Braybrooke	- -	Own Occupation.
21	Ditto	Ditto	- -	Ditto.
<i>Littlebury Parish.</i>				
3	Plantation	Lord Braybrooke	- -	Own Occupation.
7	Ditto	Ditto	- -	Ditto.
9	Ride	Ditto	- -	Ditto.
11	Plantation (Belt)	Ditto	- -	Ditto.
14	Arable Land (Glebe)	Rev. Henry Bull	- -	Ditto.
22 a	Orchard	Thomas Moule	- -	Martha Ryder.
52	Farm House, Barns, Stables, Buildings, and Premises (Budd Farm).	Joseph Sheppard	- -	Own Occupation.
<i>Chesterford Parish.</i>				
2	Glebe	The Honourable and Rev. Richard Fitzgerald King.	- -	Elizabeth Sampson,
4	Two Houses and Gardens.	William Turner	Jeremiah Haggar	William Andrews and George Sheron,
5	Carpenter's Shop and Yard,	Trustees of Hart's School Charity.	- -	Jeremiah Haggar.
6	Orchard	William Turner	- -	Ditto.
7	Barn and Pasture Ground (Glebe).	The Honourable and Rev. Richard Fitzgerald King.	- -	Robert Wakefield.
9	Garden Ground	Marquis of Bristol	Peter Nash	Peter Nash.
10	Hovel and Pasture Ground.	Elizabeth Clark	- -	Samuel Walduck.
11	Cottage and Garden	Trustees of Hart's School Charity.	- -	Matthew Turner.
13	Four Cottages, Gardens, Yard, and Premises.	Thomas Livermore.	- -	James Witmore, John Mane, John Ward, Mary Hopwood.
14	Two Cottages, Barn, and Premises.	Elizabeth Pilgrim	- -	James Barrett, Sarah Bard.
15	House, Yard, and Workshops.	Jeremiah Haggar	- -	Own Occupation.
16	Cottage and Garden	Mary Shelford	- -	Ditto.
17	Orchard	Elizabeth Clarke	- -	Samuel Walduck,

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
18	Cottage, Garden, Orchard, and Premises.	Robert Jefferies	- -	Own Occupation.
21	Barn, Stables, Yard, and Premises.	Robert Martin, Johnson Cottingham.	- -	Ditto.
22	Two Cottages, Garden, Orchard, and Buildings.	Thomas Pilgrim	- -	William Brown, own Occupation.
23	Thirteen Cottages, Ground, and Premises.	William Orbell, Mortgagor, and the Representatives of the late Joseph Messer, deceased, Mortgagees.	- -	William Lilley, William Rainer, George Blackwell, John Jeffery, James Webb, Jeremiah Richardson, William Hopwood, John Ryder, John Finton, Sarah Simmonds, void, Thomas Webb, and John Jeffery.
24	House, Barn, Buildings, Garden, Yard, and Premises.	Elizabeth Clark	- -	Samuel Walduck.
25	Cottage and Garden	Hannah Grigg	- -	Mary Turner, in hand, and Edward Shelford.
27	Two Cottages, Gardens, and Premises.	Trustees of the late William Wakefield.	Francis Boutell	Susan Barnard, Francis Boutell.
28	Cottage and Garden	Steward Cowell	- -	Mary Larner.
29	Ditto	James Ilott	- -	Joseph Jeffery.
30	Cottage, Building, Garden, and Premises.	Ruth Wakefield	- -	Ruth Wakefield.
31	Orchard	Trustees of Hill's Charity.	Robert Driver and Samuel Wakefield.	Samuel Wakefield.
32	House, Barn, Yard, Buildings, and Premises.	Robert Driver Thurgood and Samuel Wakefield, Trustees of the late William Wakefield.	- -	Samuel Wakefield.
35	Pleasure Ground	Edward Humphrys Green.	- -	Henry Green.
41	Arable Ditto (Glebe Allotments).	The Honourable and Rev. Richard Fitzgerald King.	- -	John Mayne, George Blackwell, sen., Thomas Hills, William Bradford, Owen Weedon, James Burleigh, Matthew Turner, James Negus, Jeremiah Haggard, Martin Surrey, John Pilgrim.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
45	House, Windmill, Garden, Yard, and Pasture Ground.	Joseph Living	- -	Own Occupation.

COUNTY OF CAMBRIDGE.

Hinkston Parish.

20	Plantation	Wedd William Nash.	- -	Charles Nash.
22	Ditto	Ditto	- -	Ditto.
24	Ditto	Ditto	- -	Ditto.

Pampisford Parish.

1	Pasture Land (Glebe)	William Henry Thurnall.	Thomas Halliday	Thomas Halliday.
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Sawston Parish.

33	Two Cottages, Barn, Garden, and Orchard.	Richard Huddleston.	- -	William Adcock, Thomas Coleman.
38	Grove Land	Ditto	- -	Joseph Sharp Cooper.
39	Ditto	Ditto	- -	Ditto.
40	Pasture (Glebe)	Churchwardens	- -	Cornelius Willings.
45	Three Cottages, Orchards, Gardens, and Premises.	Serle Nash	- -	Robert Adcock, John Green, David Adcock.
46	Six Cottages and Garden Ground.	Parish Officers of Sawston.	- -	William Townsend, William Wistbey, and Paupers.
47	Two Cottages and Garden Ground.	Elizabeth Martindale.	- -	Void, and David Knight.
60	Arable Land (Glebe)	J. S. Cooper, the only acting Trustee of the Church Charity.	- -	Cornelius Willings.
66	Pasture (Glebe)	Churchwardens	- -	Thomas King.
67	Arable (Glebe)	Ditto	- -	Ditto.

Stapleford Parish.

7	Two Cottages and Premises.	John Headly	- -	Henry Freestone, Sarah Carter.
8	One Ditto.	Ditto	- -	Bryant Hopper.
10	Three Cottages (one the Dolphin Beer Shop) and Premises.	Simeon Warters	- -	Simeon Warters, Joseph Morley, one void.
11	Cottage and Premises.	Parish Officers of Stapleford.	- -	Susan Rowlinson.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
<i>Great Shelford Parish.</i>				
7	Orchard and Ditto	Edward Humphrys Green.	-	Elizabeth Clark.
16	House, Garden, Orchard, Meadow, and Premises.	William Headly	-	William Turnel.
17	Two Houses, Gardens, Orchard, Meadow, and Premises.	Stephen Hagger	-	Stephen Hagger, jun., Thomas Keth.
18	Two Houses, Gardens, Orchard, Meadow, and Premises.	Peter Grain	-	Thomas George John Cole.
19	House, Garden, Barn, Orchard, Meadow, and Premises.	Richard Wright, jun.	-	Richard Wright, jun.
20	Two Tenements, Garden, Orchard, Meadow Ground, Buildings, and Premises.	Edward Kempton	-	Isaac Elwood, William Boutwell.
21	House, Barn, Out-buildings, Orchard, Meadow, Ground, and Premises.	John Maris	-	Thomas Wybrew.
22	House, Garden, Orchard, Meadow Ground, Barn, and Premises.	Ditto	-	William Kirby.
23	House, Garden, and Premises.	Edward H. Green	-	Richard Twin.
24	Orchard	Ditto	-	Richard Maris.
26	Five Cottages, Gardens, and Orchard.	Thomas Stacey	-	John King, Joseph Gifford, James Pearson, Matthew Skaire, Robert Jordan.
28	Two Cottages, Barn, Two Pieces of Meadow Ground, Garden, and Premises.	Thomas Stacey	-	Richard Douce and William Butler.
30	House, Garden, Orchard, Barn, &c., and Premises.	John Moore	-	Own Occupation.
33	Cottage and Garden	John Gifford	-	Ditto.
34	Five Cottages, Garden Ground, and Premises.	Overseers for the Time being of the Parish of Shelford.	-	Paupers not paying any Rent.
35	One Cottage and Garden.	Thomas Rolandson.	-	Own Occupation.

[Local.]

45 M

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
36	House, Workshops, Buildings, Orchard, Meadow Ground, and Premises.	Churchwardens and Overseers.	- -	William Robinson.
41	Four Cottages, Gardens, and Premises.	St. John's College, Cambridge.	Peter Grain	Robert Pouter, James Melborne, Jane Kirby, William Dockerill.
<i>Trumpington Parish.</i>				
11	Osier Bed	Colonel F. C. J. Pemberton.	- -	Own Occupation.
14	Ditto	Ditto	- -	Ditto.
20	House, Barn, Buildings, Pasture Field, and Premises.	Ditto	- -	Ditto.
21	Plantation (Belt)	Ditto	- -	Ditto.
28	Windmill and Yard	Thomas Badcock	- -	Ditto.
29	Two Cottages, Shop, and Garden Ground.	John Nightingale	- -	Joseph Brown, own Occupation.
30	Cottage and Garden Ground.	Ditto	- -	Robert Smith.
31	Ditto	George Wickes	- -	Void.
33	Plantation	Colonel Francis Charles James Pemberton.	- -	Ditto.
41	Garden	Ditto	- -	Lilley Edleston.
42	Ditto	Ditto	- -	Ditto.
48	Farm House, Stable, Barn, Building, Garden, and Premises.	Ditto	- -	Ditto.
50	Osier Bed	Ditto	- -	Own Occupation.

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