



ANNO PRIMO

# VICTORIÆ REGINÆ.

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## Cap. xciii.

An Act to alter and extend the Line of the South-eastern Railway, and to amend the Act relating thereto. [3d July 1837.]

**W**HEREAS an Act was passed in the last Session of Parliament, intituled *An Act for making a Railway from the London and Croydon Railway to Dover, to be called "The South-eastern Railway."* And whereas it would be attended with great Advantage if the Junction of the said Railway with the *London and Croydon Railway* were made at or near a Place called *Penge Common*, in the Parish of *Battersea* in the County of *Surrey*, instead of at the Termination of the last-mentioned Railway in the Parish of *Croydon*; and it is also expedient that certain Alterations should be made in the Line of the said Railway as at present authorized to be made, and that some of the Provisions of the said recited Act should be amended, and further Powers granted to the said Company; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Interpretation or Construction, Provisions, Clauses, Matters, and Things contained in the said recited Act (except such

6 W.4. c.75.

Powers of recited Act extended to this Act.

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of them or such Parts thereof respectively as are by this Act expressly repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Objects and Purposes of this Act as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Provisions, Clauses, Matters, and Things were repeated and re-enacted in this Act with reference also to the Works and Things to be made and done hereunder.

Power to  
alter the  
Line of Rail-  
way.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make the Alterations and Extension herein-after mentioned of or in the Line of the said Railway as authorized by the said recited Act, and to make and maintain the said Railway and Works in the Line or Course and upon, across, under, or over the Lands delineated on the Plans and described in the Books of Reference deposited as herein-after mentioned with the respective Clerks of the Peace for the Counties of *Kent* and *Surrey*; that is to say, from or near a certain Place called *Archcliffe Fort*, in the Parish of *Hougham* in the County of *Kent*, numbered 3. on the said Plans and in the said Books of Reference, to or near a certain Road on the present Line of the said South-eastern Railway in the Parish of *Newington* in the said County of *Kent*, numbered 5. on the said Plans and in the said Books of Reference; also from or near a certain Road on the present Line of the said South-eastern Railway in the Parish of *Edenbridge* in the County of *Kent*, numbered 61. on the said Plans and in the said Books of Reference, to and to form a Junction with the proposed Line of the *London* and *Croydon* Railway at or near a certain Place called *Penge Common*, in the Parish of *Battersea* in the said County of *Surrey*; which said Alterations and Extension will pass from, in, through, and into the several Parishes, Townships, Extra-parochial and other Places of *Hougham*, *Capel-le-ferne*, *Folkestone*, *Folkestone* Township, *Cheriton*, *Newington*, *Chiddingstone*, *Hever*, *Edenbridge*, *Westerham*, or some of them, in the County of *Kent*; *Lympsfield*, *Oxted*, *Godstone*, *Woldingham*, *Tandridge*, *Warlingham*, *Caterham*, *Coulsdon*, *Sanderstead*, *Croydon*, *Penge*, and *Battersea*, or some of them, in the County of *Surrey*; and the said Company are hereby authorized to abandon such Parts of the said original Line of Railway as by reason of any of the Alterations by this Act authorized to be made will be rendered useless or unnecessary; and all the Powers, Authorities, Privileges, and Directions which by the said recited Act are given for making and maintaining any Portion or Portions of the said original Line of Railway by this Act authorized to be abandoned shall from and immediately after the making of any Line or Lines of Railway hereby authorized to be substituted for the same Portion or Portions respectively cease and determine, and the said recited Act and this Act shall thenceforth operate as if the substitutive Portions which shall be adopted and made under the Authority of this Act of the Line of the said Railway had been Part of the original Line prescribed by the said recited Act; and all Land,

if any, purchased by the said Company for constructing any Part or Parts which shall be abandoned under the foregoing Provisions of the original Line of the said Railway, and which by reason of such Abandonment will become useless or unnecessary to the said Company, shall thereafter become subject to the Regulations contained in the said recited Act which relate to the Re-sale by the said Company of superfluous Lands to be acquired by them thereunder, and which should not be applicable to the Purposes thereof.

III. And whereas Maps or Plans and Sections describing the Line and Levels of the intended Alterations and Extension of the said Railway, and the Lands in and through which the same respectively are intended to be made, together with Books of Reference to such Plans respectively, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of such Lands respectively, have been deposited with the respective Clerks of the Peace for the Counties of *Kent* and *Surrey*; be it enacted, That the said Plans, Sections, and Books of Reference so deposited, such Plans and Sections being the Plans and Sections approved of by Parliament, shall remain with and be kept by the said Clerks of the Peace respectively, and all Persons shall at all seasonable Times have Liberty to inspect and take Copies of the same or Extracts therefrom, paying to the Clerk of the Peace having the Custody thereof the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and true Copies of the said Plans, Sections, and Books of Reference respectively, or of so much thereof respectively as may relate to any Matter in question, certified by the said Clerks of the Peace or either of them, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

Plans deposited with Clerks of the Peace to remain there, and be open to Inspection.

IV. And be it further enacted, That it shall be lawful for the said Company to make the several Alterations, Extension, and other Works hereby authorized in the Line or Course and in or through the Lands delineated on the said Plans, subject as herein-after provided, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the respective Owners, Lessees, or Occupiers thereof, may happen to be omitted, mis-stated, or erroneously described in the Schedule hereto or in the said Books of Reference, if it shall appear to any Two Justices of the Peace for the County or Place within which such Lands may be situate, assembled at their usual Petty Sessions, (in case of Dispute about the same,) and be by them certified in Writing, that such Omission, Mis-statement, or erroneous Description proceeded from Inadvertence or Mistake; and the Certificate of such Justices shall be deposited with and be kept by the Clerk of the Peace of such County.

Errors in Books of Reference not to prevent Construction of Railway.

V. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company or any Person to take, injure, or damage for the Purposes of this Act any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-six, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock,

Houses and Gardens not to be taken unless mentioned in Schedule.

Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner thereof, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and it shall be so certified in manner herein-before mentioned and provided for with respect to unintentional Errors or Omissions in the said Books of Reference.

Repeal of  
Clauses in  
recited Act  
for Protec-  
tion of Wil-  
liam Ford  
Burton, Esq.

VI. And whereas by the said recited Act, after stating, among other things, that *William Ford Burton* Esquire claimed to be seised in Fee Simple of certain Mills called the *Ramhurst Mills*, with divers Buildings, Works, and Lands annexed thereto, situate on the River *Medway*, and in the Parishes of *Tonbridge* and *Leigh*, comprising altogether Thirty-four Acres or thereabouts, and that the proposed Line of the said Railway passed the Valley of the said River and across the main Channel thereof near to and over a Part of the said Lands, and also stating that the said *William Ford Burton* apprehended that the regular Supply from the said River to his said Mills of the Water by which the same were worked, and also the free Passage of the said River and the Escape of the Flood Water in the said Valley, would be interrupted by the Construction and Subsistence of the said Railway, and that the Value of his said Estate would be by the same Means materially diminished, it is further enacted, that every Bridge by which the said Railway shall be carried over the main Channel of the River *Medway* or any Branch thereof shall, for the Benefit and Security of the said *William Ford Burton*, his Heirs and Assigns, be constructed and for ever maintained by and at the sole Expence of the said Company, with an uniform and sufficient Opening or Openings for the Passage of the Waters of the said River, at the least equal to the then present sectional Area thereof respectively; and that the said Company shall also, at their own Expence, and for the Benefit and Security of the same Party or Parties, make and maintain such further Arches and Openings under the said Railway, and under every Viaduct or Embankment belonging thereto, where the same respectively shall pass over or along the Valley of the said River, and such other necessary Works (if any) as will effectually carry off or permit the Passage and Escape of all Flood Waters from the said Mills and Lands of the said *William Ford Burton* as freely and expeditiously as the same can now pass away; and further, that if any Bridge, Arch, or Opening thereby directed to be made or maintained by the said Company as aforesaid shall not be duly made or maintained by them accordingly, then and in every such Case, and after a Requisition in Writing for that Purpose shall have been served by the said *William Ford Burton*, his Heirs or Assigns, by the Space of Seven Days previously, on the Treasurer or Clerk or Secretary to the said Company for the Time being, or sooner if the same shall be reasonably necessary, it shall be lawful to and for the said *William Ford Burton*, his Heirs or Assigns, to make or maintain the same respectively, and to recover all the Expences incurred therein from the said Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her  
Majesty's

Majesty's Courts of Record at *Westminster*; and further, that if at any Time or Times hereafter the said *William Ford Burton*, his Heirs or Assigns, shall be impeded or obstructed by means of any Constructions, Works, or Acts made or done by the said Company under the Authority thereof from carrying on the Works of his said Mills as freely and uninterruptedly as before the passing of the said recited Act, then and in every such Case the said Company shall pay to the said *William Ford Burton*, his Heirs or Assigns, as or by way of ascertained Damages, the Sum of One Pound for every Hour, and so in proportion for any less Time than One Hour, during which such Impediment or Obstruction shall continue, or the Sum of Two Pounds for every Hour, and so in proportion for any less Time than One Hour, during which such Impediment or Obstruction, having been occasioned by any wilful Act on the Part of any Servant or Person employed by the said Company, or after having subsisted during all the Twenty-one preceding Days, shall further continue, as or by way of ascertained Damages, to be recovered, after Demand made on the Treasurer or Clerk or Secretary of the said Company, together with full Costs of Suit against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and it is thereby further declared, that nothing therein contained shall be construed to prevent the said *William Ford Burton*, his Heirs or Assigns, from recovering against the said Company any special Damage that may be sustained by him or them on account of the Acts, Works, or Defaults of the said Company beyond the Amount of such Penalties as aforesaid (and that whether any such Penalty or Penalties shall have become payable in respect of the same or any other Cause of Complaint or not), but in every Case where any such Penalty or Penalties shall have been paid by the said Company, and any Action for special Damage with reference to the same Cause of Complaint shall be brought, then the said Penalty or Penalties so paid as last aforesaid shall be deducted from the Amount of Damages to be recovered in the same Action, 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 Company; and no Action shall be maintainable by the said *William Ford Burton*, his Heirs or Assigns, against the said Company, for the Recovery of any Penalty or Penalties, after Judgment shall have been obtained by him or them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable; and it is thereby also provided, that nothing therein contained shall extend to empower the said Company, without the Consent of the said *William Ford Burton*, his Heirs or Assigns, or other the Proprietors for the Time being of the said Mills, previously obtained, and testified under his or their Hand and Seal or Hands and Seals, to divert, alter, intercept, dam up, drain, use, impede, reduce, raise, sink, or otherwise intermeddle with the present Course or any of the Water of the main or other Streams or Watercourses of the River *Medway*, or to cut away or heighten any Part of the Banks or Sides, or to reduce the Width or Depth of such River, Streams, or Watercourses in any Manner howsoever, so that the Course or Passage of the Water to or from the said Mills shall or shall be liable to be obstructed, impeded,

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diminished, increased, or affected in any Manner whatsoever, except what may be reasonably necessary in the Construction of any Bridge or Bridges to be erected over the main Channel of the River or any Branch thereof, nor to authorize the Construction or making of any Station, Wharf, Yard, waiting, loading, or unloading Place, or the placing of any stationary or other Engine, or the Deposit, making, or burning of any Bricks, Lime, or other Things in or upon any of the said Lands of the said *William Ford Burton*, or within One hundred Yards thereof: And whereas the said *William Ford Burton* is willing and it is expedient that the Enactments lastly herein-before recited should be repealed, and that other Provisions should be made respecting his said Lands, for the Security of the said Railway and of the Traffic thereon; be it therefore enacted, That all the last-recited Provisions shall be and the same are hereby repealed.

No Gunpowder Mill or Magazine to be erected by said Wm. F. Burton, or his Assigns, nearer than 396 Yards of the Railway.

VII. And be it further enacted, That it shall not be lawful for the said *William Ford Burton*, or his Heirs, his or their Lessees, or any Person entitled to or interested in the Land next herein-after referred to, at any Time hereafter to erect or use, or permit to be erected or used, any Building for the making or keeping of Gunpowder, or of any explosive or dangerous Material, on any Part of the Land belonging to the said *William Ford Burton* annexed to the said Mills called *Ramhurst Mills*, as in the said Act recited, which shall be nearer to the Line of the said Railway (as the same is intended to be constructed wholly on the opposite and Southern Side of the River *Medway*, and of the principal Weir of the said *William Ford Burton* belonging to the said Mills called the *Ramhurst Weir*,) than Three hundred and ninety-six Yards at the least, nor to carry on or permit to be carried on in or upon any such Part as herein-before mentioned of the same Land the making of Gunpowder or of any explosive or dangerous Material, or to keep or to permit to be kept any such Gunpowder or Material thereon.

Railway Company not to make any Station or erect Buildings on or near to the Lands of the said Wm. F. Burton, without his Consent.

VIII. Provided also, and be it further enacted, That nothing in the said recited Act or herein contained shall authorize the said Company to erect or make any Station, Wharf, loading or unloading Place, or Hospital, or Place of Deposit for any stationary or other Engine, or to deposit, make, or burn any Bricks, Lime, or other Things in or upon the said Lands of the said *William Ford Burton*, or within the Distance of One hundred Yards from the same Lands, without the previous Consent of the said *William Ford Burton*, his Heirs or Assigns, under his or their Hand and Seal or Hands and Seals, except so far as it shall be necessary to deposit any Building or other Materials for the necessary Construction or Repair of the said Railway and the Works connected therewith on or near the Line thereof, but which Building or other Materials shall not be deposited on the said Lands or Property of the said *William Ford Burton*, his Heirs or Assigns, on any Account whatsoever.

Company empowered to purchase

IX. And whereas the Line of the said Railway, according to the Plan thereof deposited as herein-before recited, crosses, at Two Places

Places in the Parishes of *Coulston* and *Warlingham* in the County of *Surrey*, the Turnpike Road leading from *London* to *Godstone*, which is Part of the Roads called the *Surrey* and *Sussex* Roads, maintained and regulated by virtue of an Act passed in the Ninth Year of the Reign of King *George* the Fourth, for more effectually amending the Road leading from the *Stones End* in *Blackman Street* in the Borough of *Southwark* to *Highgate* in the County of *Sussex*, and several other Roads therein mentioned: And whereas the said Company are willing, in order to avoid the Expence and Inconvenience of the said Crossings, to make, at their own Costs, a new and more direct Line of Turnpike Road wholly on the West Side of the Line of the said Railway, between the Points on the present Turnpike Road and in the Direction and Manner herein-after mentioned, and to construct and maintain also such an Embankment or other Works for the Protection or Security of the Traffic upon the said new Line of Road as also herein-after mentioned; be it therefore further enacted, That it shall be lawful for the said Company and they are hereby empowered to purchase from all such Persons as shall be Owners of or hereby capacitated to sell the Lands next herein-after mentioned, and who respectively shall be willing to make such Sale, all such Lands as shall be required for the Construction and Maintenance of the new Road, and the Embankment and other Works herein-after respectively authorized and required to be made, in addition to all other Lands which the said Company are by the said recited Act and this Act authorized to purchase; and further, that it shall be lawful also for the said Company, if Occasion shall be, to effect for the last-mentioned Purposes respectively any compulsory Purchase or Purchases of the same Lands, in such Cases only as the Trustees of the said Turnpike Road, if themselves making the like Diversion or Alteration of the Line thereof, would by virtue of the General Laws in force for the Regulations of Turnpike Roads in *England* be competent to effect; and all the Powers and Provisions herein or in the firstly herein-before recited Act contained, for enabling the said Company to purchase Lands for the Purposes of the said Railway, and to enter upon and use Lands for the same Purposes, and for authorizing or capacitating any Persons to sell and convey Lands to the said Company for the said Purposes, and for regulating the Application of the Price or Consideration to be paid for the same, shall be applicable also to the Purchase, Use, Sale, and Conveyance of the Lands which shall be purchased or taken by the said Company under the last foregoing Authorities, and to the Application of the Considerations to be paid for the same.

X. And be it further enacted, That it shall be lawful for the said Company to make and construct a new Line of Turnpike Road of not less than Forty Feet in Width, to commence and diverge from the said subsisting Turnpike Road at or as near as conveniently can be to the Point therein numbered 4. on the Plan of the said Railway so deposited as herein-before recited, and situate in the Parish of *Coulston* in the County of *Surrey*, and to be carried from the said Point wholly on the West Side of the Line of the said Railway, in as direct a Line as conveniently may be, as shall be agreed upon between

Lands for effecting a Diversion of the Surrey and Sussex Turnpike Roads.

Empowering Company to make such Diversion.

between the said Company and the Trustees of the said Turnpike Road, or at least Seven of their Number, to or as near as may be to the other Point on the said subsisting Road numbered 3. on the said Plan, and situate in the Parish of *Warlingham* in the said County of *Surrey*, at which Point the said new Road is to fall into the said subsisting Road; and in making such new Line of Turnpike Road every possible Facility of Communication shall be made and provided for between the Lane leading to *Warlingham* and the new Line of Turnpike Road.

Company to erect a Screen between the Turnpike Road and the Railway.

XI. And be it further enacted, That the said new Line of Turnpike Road shall, by and at the Costs of the said Company, be well and effectually screened from the said Railway, wherever the said Railway shall be constructed within Eighty Yards of the said Turnpike Road, by a solid Bank or Banks of Earth, so as to exclude the Sight of the said Railway, and the Engines or Carriages passing on the same, from the said Road and the Public using the same, and that there shall always be a solid Elevation of such Bank or Banks of at least Fifteen Feet above the Level of the said Line of Railway, and so that a Line passing at an Elevation of Fifteen Feet from the Surface at the Centre of any Part of the said new Line of Road to a Point at the same Elevation from the Surface at the Centre of the nearest Point of the said Railway would either pass on and along the Top of or cut or pass through some lower Point of such Screen, and that the Width of the Base of such Screen, or the clear Distance, measured horizontally, between the said new Road and the said Railway, shall in every Part thereof be at least Forty Feet, and be of the Width of Three Feet at least at the Top thereof where the same shall be of the Height which would make such a Line passing from such Point of Elevation from the said Road as aforesaid pass upon and along the Top of such Screen as aforesaid; but where such Screen shall be of a greater Height than last mentioned it shall be sufficient if the Width thereof be Three Feet where such Line would pass or cut through the said Screen; and such Screen shall be formed and completed before the said Railway shall be publicly or generally used or travelled upon in the District of the said new Line of Road, and shall at all Times be kept in good and sufficient Repair by and at the Costs and Charges of the said Company.

Old Road not to be interfered with until new Road finished.

XII. Provided also, and be it further enacted, That no Part of the said present Turnpike Road shall be taken, used, or injured by the said Company, except so far as may be requisite and necessary for the making and Completion of the said new Line of Road, until the said new Line of Road shall be completed and fit for Use.

Company to keep the new Road in repair for One Year.

XIII. And be it further enacted, That the said new Line of Turnpike Road, and all Works, Matters, and Things connected therewith, shall be constructed, made, and formed under the Directions and Superintendence from Time to Time of the Surveyor for the Time being of the Trustees of the said *Surrey* and *Sussex* Roads; and the said Company shall maintain and keep in repair the said



new Line of Road for the Space of One whole Year from the Time of its being completed and fit for Use by the Public; and the Materials wherewith the same shall be formed, made, and so repaired as aforesaid, being such as may be obtained within Five Miles from the said Road, shall be determined and approved of by the said Surveyor; and all Works, Matters, and Things connected with the Construction, making, and forming of such new Line of Road, and the said Repairs thereof, shall be made, done, and performed by and at the Expence, Costs, and Charges of the said Company; and in case the said Company shall not at all Times during the Space of One Year as aforesaid repair and keep in repair the said new Line of Road, and Notice thereof be given to the said Company by or on behalf of the said Trustees of the said *Surrey* and *Sussex* Roads, and the said Company shall not, for the Space of Four Days after the Service of such Notice, commence such Repair, or shall not proceed therein with all reasonable Expedition, it shall be lawful for the Trustees of the said *Surrey* and *Sussex* Roads to proceed to repair and make good the same; and all the Costs, Charges, and Expences incurred by the said Trustees on account thereof shall be paid on Demand by the said Company, or on Failure of Payment for Twenty-one Days next after such Demand the same shall and may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

XIV. Provided always, and be it further enacted, That, save and except as herein-before provided, nothing herein contained shall alter, take away, or abridge any of the Rights, Powers, Privileges, or Authorities vested in the Trustees of the said *Surrey* and *Sussex* Roads, but all such Rights, Powers, Privileges, and Authorities shall be and remain in full Force to all Intents and Purposes as if this Act had not been passed; and that upon the said new Line of Road being taken possession of by the said Trustees or opened to the Public under the Authorities of this Act, the same shall be and be deemed to be subject to all the Powers and Provisions of the said Act of the Ninth Year of the Reign of King *George* the Fourth, and the Laws in force relating to Turnpike Roads, as if the said new Line had been Part of the original Line of the said *Surrey* and *Sussex* Roads; and the said new Line of Road shall thenceforth be and become vested in the said Trustees and their Successors, in like Manner and as fully and effectually as the original Line of the said Road; and the Portion of the said old Road which will be between the Points at which it shall be so diverted or turned as aforesaid shall, from and after the said new Line of Road shall be taken possession of by the said Trustees or opened to the Public under the Authorities of this Act as aforesaid, cease to be a public Road, or to be vested in the said Trustees; and the same shall thenceforth be and become vested in the Owners of the Lands immediately adjoining the same on either Side, in equal Moieties, save and except such Part thereof as shall be required for the Purposes of the said Railway, which shall be and become the Property of the said Company for the Purposes of this Act.

New Road to vest in Trustees, and old one in the Owners of Land adjoining the same.

Company not  
to divert Sur-  
rey and Sus-  
sex Turnpike  
Road with-  
out Consent.

XV. Provided also, and be it further enacted, That, save as aforesaid, the said Turnpike Road leading from *London* to *Godstone* aforesaid shall not be, under any Provision or Construction of this or the said recited Act, diverted or altered without the Consent in Writing of any Seven or more of the Trustees of the *Surrey* and *Sussex* Roads for any of the Purposes aforesaid first had and obtained.

All Works  
connected  
with the Sur-  
rey and Sus-  
sex Roads to  
be construct-  
ed under the  
Superinten-  
dence of the  
Surveyor to  
the Trustees.

XVI. Provided always, and be it further enacted, That if the before-mentioned Deviation shall not be made in the said Turnpike Road as lastly herein-before mentioned, the Bridge and Archway required to be constructed under the Authority of this Act over and under a certain Road leading from *London* to *Godstone* in the County of *Surrey*, which Road is repaired, maintained, and supported under and by virtue of the before-mentioned Act of the Ninth Year of the Reign of His Majesty King *George* the Fourth, and all Approaches, Walls, Fences, and other Works belonging to such Bridge and Archway, and all Repairs and Renewals of the said Bridge and Archway which shall hereafter be made by the said Company, shall be constructed, made, and formed under the Direction and Superintendence from Time to Time of the Surveyor for the Time being of the Trustees of the *Surrey* and *Sussex* Roads, and that the Plans and Designs for the said Bridge and Archway, and the Works belonging thereto, which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work, shall be determined and approved of by the said Surveyor for the Time being; and, previously to the Commencement of the said Bridge and Archway, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the Trustees of the said *Surrey* and *Sussex* Roads, or any Seven or more of them; and in case, in the Construction of the said Bridge and Archway or either of them, the said Company shall do or cause to be done any Injury or Damage to the said Roads, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor to the Trustees of the said *Surrey* and *Sussex* 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 Roads or of the Drains or Sewers under the same shall in the Judgment of the said Surveyor for the Time being be rendered necessary, then and in any such Cases it shall be lawful for the said Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the said Trustees of the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Directing  
how the  
Bridge for  
carrying the

XVII. Provided always, and be it further enacted, That the said Bridge to be erected for carrying the said Road over the said Railway shall be formed and shall at all Times be continued of such

Width as to leave a clear and open Space between the Fences of such Bridge of not less than Thirty Feet, and a good and sufficient Wall or close Fence shall be made on each Side of every such Bridge of not less than Five Feet above the Surface of such Bridge, and in making such Bridge the Ascent upon or to any such Bridge shall be carried out to an Inclination not steeper than One Foot in Thirty Feet: Provided also, that in all Cases where in the Exercise of any of the Powers hereby or by the said recited Act granted any Part of the said *Surrey* and *Sussex* Turnpike Road shall be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, 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 temporary Road, not less than Thirty Feet in Width, to be set out, formed, lighted, watched, and kept in good Repair, and safe and convenient for Passengers during the whole Term of its being substituted for the Turnpike Road; and the principal Turnpike Road shall be restored within Six Calendar Months after the Commencement of the Use thereof for the above-mentioned Purposes to the Satisfaction of the Surveyor of the Trustees of such Turnpike Road; and the said Company shall, in lowering the said Turnpike Road, and before restoring the same, widen the said Road so far as the same shall be disturbed by the said Company, so that the said Road shall be of the Width of not less than Forty Feet.

*Surrey and Sussex Roads over the Railway shall be built.*

Before the Turnpike Road is cut through a temporary Road to be made.

XVIII. Provided also, and be it further enacted, That the Bridge to be erected by the said Company for the Purpose of carrying the said Railway over or across the said *Surrey* and *Sussex* Turnpike Road, the Span of the Arch of such Bridge or Arch shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under such Bridge or Arch of not less than Thirty Feet, and of a Height from the Surface of such Road to the Soffit of such Bridge or Arch of not less than Eighteen Feet, and the Descent under such Bridge or Arch shall not exceed One Foot in Thirty Feet.

As to the Bridge to be built for carrying the Railway over *Surrey* and *Sussex* Turnpike Roads.

XIX. Provided also, and be it further enacted, That after the said Bridge and Archway over and under the said Turnpike 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 Bridge and Archway, and all Approaches, Walls, Fences, and other Works belonging to such Bridge and Archway, in good and complete Repair, to the Satisfaction of the Surveyor for the Time being to the Trustees of the said *Surrey* and *Sussex* Turnpike Roads; and in case of any Want of Repair to the said Bridge and Archway, Approaches, Walls, Fences, and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Trustees of the said Turnpike 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 Expedition until the same shall be completed, it shall be lawful for the said Trustees of the said

Company to keep in repair Bridges connected with *Surrey* and *Sussex* Roads.

said Turnpike 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 Trustees 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 by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Company  
to furnish  
Lands to the  
East India  
Company in  
lieu of those  
interfered  
with by the  
Railway at  
Addiscombe.

XX. And whereas the said Railway according to the Plan thereof deposited as aforesaid will be made upon an Embankment across the Park or Lands of the *East India* Company belonging to their Military Seminary at *Addiscombe* in the Parish of *Croydon* in the County of *Surrey*: And whereas the said Railway will sever a large Portion of the said Lands from the Residue thereof, and will prevent the Mortar Practice of the Cadets there educated by destroying the only Range of sufficient Extent to be obtained for that Purpose on the said Lands, and will otherwise interfere with the Advantages and Privacy of the said Lands; be it further enacted, That it shall be lawful for the South-eastern Railway Company, and that the same Company, previously to their taking or using any Part of the Lands of the *East India* Company at or near *Addiscombe* aforesaid, under the Powers of this Act, shall and they are hereby required at their own Costs to purchase or otherwise provide, and convey or cause to be conveyed, in Fee Simple, to the said *East India* Company, some other Parcel or Parcels of Land in or near the said Parish of *Croydon*, to be approved of by the last-mentioned Company, and not exceeding altogether Forty Acres, in order to provide a sufficient Range for the said Mortar Practice, in lieu of their Lands which will be so taken, used, or severed by the said South-eastern Railway Company as aforesaid; and all the Powers, Authorities, and Provisions herein or in the firstly herein-before mentioned Act contained, and authorizing the South-eastern Railway Company to purchase Lands for the Purposes of the said Railway, or authorizing or capacitating any Persons or Corporations to sell and convey Lands to the said Company for the same Purposes, shall extend and are hereby made applicable to the Purchase, Sale, and Conveyance of the Lands lastly herein-before directed to be provided by the said Railway Company to the said *East India* Company, and the same Conveyances shall be effectual accordingly, and the Monies to be paid for the Purchase of the same Lands shall be disposed of in the same Manner as if such Purchase, Sales, and Conveyances respectively were made by and to the said Railway Company for the general Purposes of their said Railway: Provided nevertheless, that no Purchase shall be made of any Land whatsoever under the last foregoing Authorities without the Contract or Consent of the Owners thereof or the Persons hereby authorized or capacitated to sell the same.

Directing  
Manner of  
forming Em-  
bankment

XXI. And be it further enacted, That the said South-eastern Railway Company, within Six Calendar Months next after the Embankment for the said Railway shall have been made on the Lands  
of

of the *East India* Company intended to be traversed thereby as through  
 aforesaid, shall and they are hereby required to form the Eastern Property at  
 Side of the said Embankment into a Glacis, and cause the same to Addiscombe.  
 be planted with such Trees and Shrubs, and in such Manner as the  
 said *East India* Company or their Surveyor shall direct, and cause  
 to be erected on the Top or Summit of the said Glacis or Embank-  
 ment a Fence, consisting of Paling or Hedge, sufficient at all Times  
 effectually to screen and also conceal the Passage of Carriages along  
 the Line of the said intended Railway from the Seminary and the  
 Land belonging thereto, and shall and will at all Times thereafter, at  
 the Expence of the said South-eastern Railway Company, maintain  
 and keep the said Glacis and Plantation, and the Fence at the Top of  
 the said Glacis, in good Order and Repair, to the Satisfaction of the  
 said *East India* Company, their Successors and Assigns; and also  
 shall and will, if so required by or on the Part of the said *East India*  
 Company, construct a good and sufficient Archway under the said  
 Railway and Embankment, for the Passage of and in order to keep  
 open a sufficient private Road for the Use of the said *East India*  
 Company.

XXII. And whereas it is intended that the Level of a certain Regulation  
 public Highway leading from *Westow Hill, Norwood*, in the County as to Bridge  
 of *Surrey*, over the Hamlet of *Penge* in the said County to *Clay* for carrying  
*Lane* and *Beckenham* in the County of *Kent*, and numbered 15. on Westow Hill  
 the Plan deposited with the several Clerks of the Peace as herein- Road over  
 before mentioned, shall be altered at a certain Point where the same Railway.  
 is intended to be crossed by the said Railway by this and the said  
 recited Act authorized to be made, and that the said public Highway  
 shall be carried over the said Railway by means of a Bridge; be  
 it therefore enacted, That the several Regulations, Restrictions, and  
 Provisions in the said recited Act contained for the Construction  
 of Bridges for carrying Turnpike Roads over the said Railway  
 shall extend and be applicable in all respects to the Bridge to be  
 erected for carrying the said public Highway over the said Rail-  
 way: Provided always, that the Bridge so to be erected for carrying  
 the said public Highway over the said Railway shall be formed  
 and shall at all Times be continued of such Width as to leave a  
 clear and open Space between the Parapets of such Bridge of not  
 less than Thirty Feet; any thing in this or the said recited Act to  
 the contrary notwithstanding.

XXIII. And whereas it is intended that the said Railway hereby  
 authorized to be made shall communicate with the *London* and  
*Croydon* Railway; be it therefore enacted, That so much of the said  
 Railway hereby and by the said recited Act authorized to be made,  
 and of the Banks, Walls, Arches, and other Works belonging thereto,  
 as shall be constructed on or over any Land or Ground forming Part  
 of or required for the *London* and *Croydon* Railway, or the Banks,  
 Slopes, Walls, Drains, Fences, or other Works connected therewith,  
 and all Repairs and Renewals of the same respectively, and all Com-  
 munications between the said Railway hereby and by the said recited  
 Act authorized to be made, and the *London* and *Croydon* Railway,  
 and all such Openings in the Ledges, Switches, or Turn-outs of the  
 said  
 [Local.] 37 F

Communica-  
 tion with the  
 London and  
 Croydon  
 Railway to  
 be under the  
 Direction of  
 their Engi-  
 neer.

said *London and Croydon* Railway as may be necessary or convenient for effecting such Communication, shall be constructed, made, and formed under the Direction and Superintendence from Time to Time of the Engineer for the Time being to the said *London and Croydon* Railway Company, and the Plans and Designs for the same, and the Materials whereof the same shall be constructed, shall be determined and approved of by the said Engineer: Provided always, that nothing herein contained shall authorize or empower the said Company by the said recited Act incorporated to purchase or take any Land or Ground belonging to the said *London and Croydon* Railway Company, or which such last-mentioned Company have the Power to purchase or take, and forming Part of or required for such last-mentioned Railway, or the Banks, Slopes, Walls, Drains, and Fences or other Works connected therewith, but they may nevertheless erect and maintain Walls, Arches, or other Works, according to such Plan and under such Superintendence as aforesaid, over any such Land or Ground, the said Company by the said recited Act incorporated making or rendering to the said *London and Croydon* Railway Company full Compensation for all Loss or Damage that may be done to or sustained by such last-mentioned Company, by or in consequence of the Railway or Works hereby authorized to be made; and in case of Difference between the Parties respecting the Amount thereof the same shall be determined by a Jury in like Manner as the Price of Lands is by the said recited Act directed to be settled in case of Dispute as to the Value thereof, or otherwise: Provided also, that all such Buildings or other Works as shall be erected or constructed by the said Company by the said recited Act incorporated, upon or over any Ground belonging to the said *London and Croydon* Railway Company, shall be kept in repair to the Satisfaction of the Engineer for the Time being of the said *London and Croydon* Railway Company; and it shall be lawful for such last-mentioned Company and their authorized Agent, at all reasonable Times, to enter upon all such Buildings or other Works in order to view the State and Condition thereof; and in case of any Defects, Decays, or Want of Reparation being found at any such View, and Notice or Warning thereof in Writing being left at the Office of the said Company by the said recited Act incorporated, the said last-mentioned Company shall, within such reasonable Time as shall be appointed for that Purpose in the said Notice or Warning, repair and amend all and every such Defects, Decays, or Wants of Reparation accordingly; and in case the said Company by the said recited Act incorporated shall refuse or neglect to make the necessary Reparations or Amendments within the Time so appointed as aforesaid, it shall be lawful for the said *London and Croydon* Railway Company to make such Reparations and Amendments, and all such Costs, Damages, and Expences as shall be thereby incurred by the said *London and Croydon* Railway Company shall be paid to them within One Calendar Month after the same shall have been demanded in Writing.

Railway not  
to cross the  
London and  
Croydon

XXIV. And be it further enacted, That the said Railway hereby and by the said recited Act authorized to be made, or any Branch therefrom, or any other Railway, or other Road to be hereafter made

by

by virtue of the said recited Act or of this Act, which shall or shall be intended to cross or intersect the *London and Croydon* Railway, except only for the Purpose of communicating therewith, shall not be made or laid down on the Level of the said *London and Croydon* Railway, but in all Cases the same shall be made and carried either over by means of a Bridge or beneath by means of a Tunnel or Arch; and such Bridge, Tunnel, or Arch shall be built and constructed under the Direction and Superintendence of the Engineer for the Time being for the said last-mentioned Railway, and so as not to injure the same, or obstruct or hinder the free Passage over, upon, or along the same.

Railway on a Level.

XXV. Provided always, and be it further enacted, That notwithstanding any thing herein contained it shall be lawful for the said *London and Croydon* Railway Company, for the Purpose of widening the said *London and Croydon* Railway, at any Time (and without the Consent of the said Company by the said recited Act incorporated) to take up the Rails and alter and remove any Portion of the Building or Works belonging to the last-mentioned Railway, and to alter or widen the said Bridge, Tunnel, or Arch, and to set back the Junction and Works between the said Railways, in such Manner as they may think proper, the said *London and Croydon* Railway Company giving at least Thirty Days Notice to the said Company by the said recited Act incorporated of their Intention so to do, and making Compensation to the said Company by the said recited Act incorporated for any Loss or Damage occasioned by such Alteration, such Compensation to be settled by a Jury, in case of Difference, in like Manner as by the said recited Act is provided with regard to other Cases of Damage, and from thenceforth so much of the said Railway and Works as shall be situate upon or be built or constructed over the Land or Property of the said *London and Croydon* Railway Company shall be maintained and supported by the said *London and Croydon* Railway Company.

London and Croydon Railway Company may remove the Rails, and alter the Junction between the Railways.

XXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to, alter, diminish, prejudice, affect, or take away any of the Rights, Privileges, Powers, and Authorities vested in the said *London and Croydon* Railway Company otherwise than is hereby expressly provided.

Saving Rights of London and Croydon Railway Company.

XXVII. And be it further enacted, That where the said altered Line of Railway by this Act authorized to be made shall cross any Turnpike Road or public Highway, either such Turnpike Road or public Highway shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road or public Highway, by means of a Bridge, and at the Expence of the Company.

Railway not to cross Turnpike Roads or public Highways on a Level.

XXVIII. And whereas it has been apprehended that the Works of the said Railway, if constructed upon the Beach between *Shakespeare Cliff* and *Archcliff Fort*, may prove detrimental to the Use of

Restricting Formation of Railway on Beach at Dover.

the Beach or Shore there, and to the Harbour of *Dover*; be it therefore enacted, That the said Company shall construct the Works of the said Railway between *Shakespear Cliff* and *Dover* in such Line and Direction and in such Manner as shall be approved by the Lord Warden of the Cinque Ports for the Time and the Commissioners of *Dover* Harbour, and shall in all Things conform to and abide by the Directions of the said Lord Warden and Commissioners, so as effectually to prevent Detriment to the Use of the said Beach or to the Harbour of *Dover*, nor shall any Works be constructed in the said Space, unless according to Plans and Specifications to be previously approved by the said Lord Warden and Commissioners.

Power to deviate.

XXIX. And be it further enacted, That the said Company, in making the Alterations and Extension hereby authorized to be made, and other Works connected therewith, shall have full Power and Authority to deviate from the Line of the said intended Alterations and Extension and other Works as delineated on the said Plans, provided that no such Deviation shall extend to a greater Distance than One hundred Yards on either Side of the Line so delineated as aforesaid, and in passing through Lands covered with Houses in any Town shall not extend to a greater Distance than Ten Yards on either Side of the said Line: Provided also, that no such Deviation shall extend into the Lands of any Person whose Name is not mentioned in the said Books of Reference, or in the Schedule hereto, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and the Fact of such Omission having proceeded from Mistake or Inadvertence shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Limiting Deviations from Datum Line described on the Section.

XXX. And be it further enacted, That in making the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Railway, as referred to the common Datum Line described on the Section so approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made, or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or of the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Railway, as denoted by the said Section, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plan or Section, the same shall be made accordingly, and where a Tunnel is marked on the said



said Plan or Section, as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid, not marked on the said Plan or Section, so that no such Tunnel shall be of a greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the Railway: Provided always, that Notice of every Petty Session to be holden for the Purpose of obtaining such Consent as aforesaid shall, within Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church on some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any Tunnelling or Arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

XXXI. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve from what it is shown to be on the Plan deposited with the Clerk of the Peace, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles on the said Plan.

Restricting  
Alterations  
in Curves.

XXXII. And be it further enacted, That the Time by the said recited Act limited for the compulsory purchasing of Lands for the Purposes of the said Undertaking shall be and is hereby extended and enlarged for the Term of One Year, to be computed from the Expiration of the Term limited by the said recited Act.

Time en-  
larged for  
purchasing  
Lands.

XXXIII. And whereas the said Railway, whether constructed according to such Alterations and Extension as aforesaid or according to the Line thereof originally prescribed, will pass in the several Parishes of *Capel-le-ferne* and *Hougham* in the County of *Kent* very near to the Shore of the Sea, being carried in some Parts on or through the Cliff towards the same, and being in other Places separated from such Cliff or the Shore of the Sea only by small Intervals or Strips of Land, the Value of which to the Owners thereof will be none, or very inconsiderable, and disproportionate to the Expence of making Communications therewith across the said Railway, and it is expedient that the said Company should be empowered to purchase the same, and should be authorized to construct

Power to  
purchase  
additional  
Land in  
Parishes of  
*Capel-le-  
Ferne* and  
*Hougham*.

[Local.]

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and

and maintain the Works herein-after mentioned for the better Defence and Security of the said Railway; be it further enacted, that it shall be lawful for the said Company to purchase and hold, in addition to any Lands which they are by the said recited Act or by this Act authorized to purchase and hold, any Strips or Parcels of Land in the said Parishes or Places of *Capel-le-ferne* and *Hougham*, or either of them, in the said County of *Kent*, which shall be situate between the Line of the said Railway and the Sea Shore, and which shall not exceed in their Average Width between the outer or Southern Boundary of the said Railway and the Shore of the Sea, or the nearest Part of the Face of the Cliff towards the Sea, the Space of One hundred and fifty Yards, and shall not exceed altogether in Quantity Fifty Acres, and that all the Provisions and Authorities contained in the said recited Act with respect to the Purchase and Sale of Land required for the Construction of the said Railway shall be applicable also to the Purchase and Sale of the last-mentioned Strips or Parcels of Land.

Power to  
construct  
Works for  
Protection  
of Railway  
against En-  
croachments  
by the Sea  
and Land  
Slips.

XXXIV. And be it further enacted, That it shall be lawful for the said Company to build, make, construct, and maintain, in, upon, or under any Land which shall be purchased by them under the last preceding Power, or in, upon, or under any Part or Parts of the Sea Shore or the Cliff towards the Sea, or any other Lands in the said Parishes of *Capel-le-ferne* and *Hougham*, or either of them, which respectively shall be parallel to the said Railway, or situate between the same and the Sea, all such Walls, Banks, Groins, Tunnels, Galleries, Driftways, Shafts, Constructions, and other Works as shall be reasonably required for supporting or maintaining, as far as may be, the said Shore or the Cliff over the same, in, over, through, or near which the said Railway shall be constructed, against Encroachments of or Damages from the Sea, or against Falls or Slips towards the same, or for constructing or ventilating the said Railway, the said Company making to the Owners and Occupiers of any Lands, not being their own Property, which shall be used or entered by them for the Purposes of the last-mentioned Power, full Compensation and Amends for all Injury which they respectively shall sustain by reason of the Exercise of the same Powers, and provided that no Works or Constructions shall be erected or made by the said Company on any Part of the Sea Shore beyond the Limits of the Land vested in themselves, which shall be prohibited by the Commissioners of Her Majesty's Woods and Forests, or by the Lord Warden of the Cinque Ports for the Time being.

For the Pro-  
tection of the  
Ordnance  
Office.

XXXV. Provided also, and be it further enacted, That no Buildings, Constructions, or Works whatsoever shall be made or continued by the said Company under the Authority of this Act or of the said recited Act by which the free and effective Use of all or any of the Lines, Batteries, Forts, Magazines, or other military Defences, Works, or Buildings belonging to the Fortifications of *Dover* shall, in the Judgment of the Master General and principal Officers of the Ordnance, be liable to be in any Manner interrupted, impeded, endangered, or destroyed; nor shall any  
Com-

Communication be made by the said Company along the Line of Cliff between *Archcliff Fort* and *Shakespeare Cliff*, from the higher Level above to the said Railway below, either by means of Steps down the Cliff, or by an Inclined Plane, Path, or Road, or by any other Means, or in any other Manner whatsoever, without the Approval and Consent of the Master General and principal Officers of the Ordnance first obtained for the said Purposes, or any of them, in Writing.

XXXVI. And whereas the Line of the said Railway will pass within the Jurisdiction of the Cinque Ports; be it therefore enacted, That all the Powers, Authorities, Acts, Matters, and Things by the firstly herein-before recited Act vested in or required or authorized to be done by the respective Sheriffs of the Counties of *Surrey* and *Kent* with respect to Matters arising within their several Jurisdictions shall, in the like Cases having relation to any Lands or Matters within the Jurisdiction of the Cinque Ports, where the Sheriff of the County of *Kent* shall not have the Execution of Process, be vested in and done by the Constable of *Dovor Castle* for the Time being or his Deputy; or in case the said Constable or his Deputy shall be in any Manner interested in the Matter in question, then by the Coroner of the Town or Place in which the Matter in question shall have arisen; and that all Juries impanelled, summoned, and returned by the said Constable or his Deputy, or such last-mentioned Coroner respectively, shall be subject in all respects to the same Regulations, and shall have all the same Authorities with respect to the Matters for the Trial or Determination whereof they shall be so impanelled, summoned, and returned, under the Authority of this Act, as any Jury impanelled, summoned, and returned by the Sheriff of either of the said Counties of *Surrey* and *Kent* under the Authority of the said firstly herein-before recited Act would in the like Case have within the Jurisdiction of such Sheriff.

The Powers given by the former Act to the Sheriffs of *Surrey* and *Kent* to be exercised by the Constable of *Dovor Castle* within the Cinque Ports.

XXXVII. And it is also enacted, That all Verdicts to be returned by any Jury under the Authority of the foregoing Provisions shall be signed by the Constable, Deputy Constable, or Coroner presiding at the taking of such Inquisition, and shall be kept by the Clerk of the Peace for the Town or Place in which the Matter in question shall have arisen among the Records of the Quarter Sessions of such Town or Place, and shall be deemed Records to all Intents; and the same or true Copies thereof shall be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for each Inspection the Sum of One Shilling, and to take Copies thereof, paying for each Copy after the Rate of Sixpence for every One hundred Words; and further, that all the Restrictions, Penalties, and Regulations whatsoever by the said firstly herein-before mentioned Act imposed on the said Sheriffs respectively, or any Jurors summoned by them respectively, or any Witnesses summoned or giving Evidence before such Jurors, shall in the like Cases be in force also with respect to and the same are hereby imposed upon the said Constable and his Deputy, and all Coroners, Jurors, and Witnesses respectively, who shall be required to do or perform

Verdicts of Juries under the last Provision to be signed and deposited with the Clerk of the Peace for the Jurisdiction.

any

any Acts or Duties under the Authority hereof, as fully and effectually as if all the same Restrictions, Penalties, and Regulations were herein repeated and re-enacted, and expressly applied to the said Constable and his Deputy, and last-mentioned Coroners, Jurors, and Witnesses respectively.

When Company carry Passengers or Goods for their own Profit a separate Account to be kept.

XXXVIII. 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, showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the said Company shall also keep an Account of all Tolls and Rates which shall be actually received by them for the Carriage of the same; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect such Accounts at any Time during the first Fourteen Days in the Months of *April* and *October* in each Year; and if the said Company shall neglect or refuse to keep such Accounts, or to permit such Inspection thereof as aforesaid, they shall forfeit and pay for every such Neglect or Refusal the Sum of Three hundred Pounds, and the further Sum of Fifty Pounds for every Day during which such Neglect or Refusal may continue.

Power to raise Money on Mortgage so soon as a Moiety of the Capital shall have been paid up.

XXXIX. And whereas by the said recited Act the Capital of the said Company is limited to the Sum of One million four hundred thousand Pounds, to be divided into Shares of Fifty Pounds each, with Power to the said Company, in case the said Capital should be found insufficient for the Purposes of the said Act, to raise the further Sum of Four hundred and fifty thousand Pounds by way of Mortgage on the Security of the said Undertaking, or by increasing their Capital Stock by the Issue of further Shares, or by both the said Means; and it is expedient that the last-mentioned Authority should be altered in manner herein-after mentioned; be it therefore further enacted, That it shall be lawful for the said Company, and the Directors thereof are hereby authorized, to raise the said Sum of Four hundred and fifty thousand Pounds, by the said recited Act authorized to be raised by them as aforesaid, or any Part thereof, by all or any of the Means thereby authorized for that Purpose, when and so soon as One Moiety of the said Capital of One million four hundred thousand Pounds shall have been paid up, with all the same Powers and Authorities for that Purpose and in the same Manner as the said Company or Directors respectively might exercise or do, under the Authority of the said recited Act, if the Whole of the said Capital had been paid up and found insufficient for the Purposes of the said Act.

Certificate under the Hand of One Justice of

XL. And be it enacted, That the Certificate of the Chairman of the Court of Quarter Sessions for either of the said Counties of *Surrey* or *Kent*, under his Hand, that the Amount of Capital required

to be paid up before the Exercise of the Powers respectively created by the said recited Act and this Act of raising Money by Loan or Mortgage, has been paid up (which Certificate any such Chairman is hereby authorized to grant, on such Proof to him of the Fact as he may require,) shall be conclusive Evidence of the Fact so certified in favour of Mortgagees and others lending Money to the said Company.

Peace that such Sum of £700,000 has been paid up to be good Evidence.

XLI. And whereas by the said recited Act it is enacted that the Compensation to be paid for the Extinguishment of any Right of Common belonging to the Freeholders or Inhabitants at large of any Parish upon 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, shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct, and that in all Cases in which any such Commonable or other Rights shall be appendant or appurtenant to or to be exercised or enjoyed in respect of any other Lands than such Common or Waste Land, or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, as Parties enabled by the said recited Act to sell Lands have in such Lands, or otherwise (as the Case may require) shall be deposited in the Bank of *England* in manner by the said recited Act directed in Cases of other Lands taken by the said Company: And whereas it is expedient that the Enactments last above recited should be repealed, and other Provisions substituted for the same; be it therefore enacted, That the several Enactments lastly herein-before recited shall be and the same are accordingly hereby repealed.

So much of recited Act as provides for Compensation for the Extinguishment of Rights of Common repealed.

XLII. And be it further enacted, That the Compensation to be paid for the Extinguishment of any Right of Common belonging to the Freeholders, Land Owners, or Inhabitants at large of any Parish, or generally to any Class or Classes of them, upon any Common or Waste Land (and which Compensation shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by the said recited Act is directed in other Cases of the like Nature), shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land shall be situate, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct: Provided always, that in all Cases wherein the said Churchwardens are empowered to receive such Compensation as aforesaid, the Notices by the said recited Act required to be served on the Owners or Occupiers of Land required for the Purposes thereof may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount, and in all Cases in which any such Common-

Compensation for Extinguishment of Rights of Common.

able or other Rights shall extend over any other Lands than such Common or Waste Land, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, as the Persons or Corporations who are by the said recited Act enabled to sell other Lands have in such Lands, or otherwise (as the Case may require) shall be deposited in the Bank of *England* in manner by the said recited Act directed in Cases of other Lands taken by the said Company.

Repeal of Provision in recited Act as to Appointment of Committee of Commoners to treat for Compensation.

XLIII. And whereas by the said recited Act it is further enacted, that in all Cases where the Parties entitled to any Commonable or other Rights over any Common or Waste or other Lands as aforesaid shall exceed Twelve in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing, and which Meeting shall have Power to appoint, a Committee, to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties, and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, for and 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 to the said Company the Lands in respect of which such Compensation shall be received: And whereas it is expedient that the last-recited Enactment should be repealed, and other Provisions substituted for the same; be it therefore enacted, That the same Enactment shall be and the same is hereby repealed.

Appointment of Committee to treat for Compensation in respect of Rights of Common extending over other than Waste Lands.

XLIV. And be it further enacted, That in all Cases where the Parties entitled to any Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid, or entitled to any Common Rights, the Compensation for which is not hereby made payable to the Churchwardens, shall exceed Twelve in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the County or respective Counties in which the Lands over which such Commonable or other Rights shall be exerciseable shall be situate, for the Purpose of appointing, and which Meeting shall have Power to appoint, a Committee, to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and at such Meeting the Decision of the Majority present

present shall bind the Minority and all absent Parties ; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, for and 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 to the said Company the said Rights or any Lands which shall have been subject thereto: 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 lastly herein-before mentioned shall be determined by the Verdict of a Jury in manner by the said recited Act directed: Provided also, that in case the Amount of such Compensation as last-mentioned shall be left to the Determination of a Jury, 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 or last known 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: Provided also, that no Purchase, Sale, or other Transaction which shall have been made or had under the Authority and in accordance with the said hereby repealed Enactments, or any of them, previously to the passing of this Act, shall be invalidated or affected by such Repeal.

XLV. And be it enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from any of the Rights or Privileges or from the Jurisdiction or Authority of the Lord Warden of the Cinque Ports or the Commissioners of *Dovor* Harbour. Saving Rights of Lord Warden of Cinque Ports.

XLVI. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing of this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident or preparatory thereto, shall be paid and defrayed by the said Company out of the Money already raised and received; or out of the first Money to be raised or received by virtue of the said recited Act or this Act, in preference to any other Payment whatever. Expences of Act.

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

The SCHEDULE to which the foregoing Act refers.

COUNTY OF SURREY.

No. on Plan.	Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
<i>Hamlet of Penge, in the Parish of Battersea.</i>				
7	Bridge over Canal -	Croydon Railway Company.	- - -	In hand.
8	House, Garden, Out-buildings, and Sheds, Barn-yard, Coal-sheds, and Wharf.	John Laurie - -	- - -	William Walton.
13	House, Outbuildings, Coach-house, Stables, Yards, Sheds, Garden, Lawn, and Plantation.	William Sanderson -	- - -	In hand.
14	Bridge over Canal -	Croydon Railway Company.	- - -	In hand.
<i>Parish of Croydon.</i>				
13	Brick-field, Wash-mill, Sand-houses, Breeze-house, Kilns, and Occupation Road.	Lestock Rich. Peacock.	- - -	In hand.
16	Cottage, Stable, Sheds, and Garden.	Croydon Railway Company.	William Phipps -	William Phipps.
17	Two Cottages under One Roof, and Gardens.	Thomas Pascall -	- - -	Henry Walding. John Musgrove.
18	Garden Ground -	Thomas Little -	- - -	William Phipps.
21	Cottage, Wash-house, and Paddock.	The same -	- - -	William Dyer.
22	Cottage, Garden, and Yard.	The same -	- - -	Sarah Fuller.
23	House and Gardens -	John Dixon -	Thomas Pascall -	Thomas Pascall.
24	Wet Dock, now disused	Croydon Railway Company.	- - -	In hand.
28	Swing Bridge over Canal.	The same.		
30	Two Cottages under One Roof, Gardens and Blacksmith's Shop.	The same - -	- - -	James Langridge and David Palmer.
31	Public House called the Jolly Sailor, Coach-house, Orchard, Skittle Ground, Yard, and Premises.	Mr. Saxby - -	Sir Henry Meux & Co.	George Eaton.



No. on Plan.	Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
34	Orchard - -	Mr. Saxby - -	Sarah Baker, Widow.	Sarah Baker.
42	Part Arable, Part Garden Ground.	Archbishop of Canterbury.	Reverend Thorpe William Fowke.	John Rogers.
43	Engine House, Shed, and Garden.	Croydon Railway Company.	- - -	William Grumball.
47	Bridge over Canal and Occupation Road.	The same - -	- - -	John Rogers.
65	Meadow, Pond, and Stack-yard.	Colonel Utterton -	- - -	In hand.
73	Garden - -	William Berry -	Benjamin Batt -	Benjamin Batt.
74	House called Heath Cottage, Offices, Stables, Coach-house, Garden, Yard, Farmyard, Cow-houses, Sheds, and Stack-yard.	The same - -	The same - -	The same.
76	Meadow, with Trees -	Honourable East India Company.	- - -	In hand.
78	Addiscombe Park -	The same - -	- - -	In hand.
80	Paddock, with Trees	William Berry -	Benjamin Batt -	Benjamin Batt.
81	Shrubbery - -	Honourable East India Company.	- - -	In hand.
82	Shed, Cowhouses, Farmyard, Pond, and Stack-yard.	The same - -	- - -	The same.
83	Orchard - -	John Blake - -	- - -	William Lann.
84	Meadow, with Trees and Sheds, and Plantation in Corner.	The same - -	- - -	The same.
86	Cottage, Garden, Shed, and Well.	Edward Grantham -	- - -	W. T. Skinner.
87	Orchard - -	Mr. Margetts -	- - -	The same.
88	Cottage, Garden, and Plot.	Henry Bance - -	- - -	Robert Thomas.
89	Orchard - -	Mr. Margetts -	- - -	W. T. Skinner.
90	Garden Ground -	David Shove - -	- - -	In hand.
91	House, Coach-house, Stable, Garden, and Premises.	John Francis Miller and William Oliver Miller.	- - -	Marin Delavoie.
93 a	Pasture, Stack-yard, and Barn.	Archbishop of Canterbury.	David Shove -	David Shove.
93 d	Garden - -	The same - -	The same - -	James Voller.
102	Meadow, with Trees -	The same - -	Henry Raven -	Henry Raven.
109	Paddock, with Plantation, Stables, Kennel, Sheds, Out-buildings, and Drying Ground.	Sir Charles Richard Blunt, Baronet.	Mary Meager, Widow	Mary Meager, Widow.
111	Meadow, with Trees -	John Francis Davis -	Newman Smith -	Newman Smith.
113 a	Farm-house, Offices, Garden, Yards, Barns, Stables, and Orchard.	Hospital of the Holy Trinity, Croydon.	- - -	Abraham Burnett and James Brown.

*Parish of Coulsdon.*

6	Paddock - -	John Robert Pitter -	- - -	In hand.
9	Barns and Cowshed -	The same - -	- - -	The same.
10	House, Stable, Offices, Garden, and Yard.	The same - -	- - -	Mr. Manton.
11	Orchard - -	The same - -	- - -	The same.
12	Paddock - -	The same - -	- - -	The same.

[Local.]

No. on Plan.	Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
<i>Parish of Warlingham.</i>				
10	Plantation - -	Representatives of Charles Day, deceased.	- - -	In hand.
16	Farmhouse, Granary, and Cowshed.	The same - -	James Wood -	James Wood.
17	Cottage and Garden -	The same - -	The same - -	William Wood.
<i>Parish of Catterham.</i>				
7	Part of Plantation -	Representatives of Charles Day, deceased.	- - -	In hand.
11	Mansion called Manor Cottage, Offices, Greenhouse, Out-buildings, and Drying Ground.	The same - -	- - -	Unoccupied.
12	Shrubbery, Plantation, Lawn, Garden, Pleasure Ground, and Occupation Road.	The same - -	- - -	The same.
13	Coach-house, Stables, and Yard, Cowhouse, and Sheds.	The same - -	- - -	The same.
15	Garden and Orchard -	The same - -	James Wood -	James Wood.
17	Garden, Orchard, and Shed.	The same - -	The same - -	The same.
<i>Parish of Godstone.</i>				
4	Shrubbery and Occupation Road to Mr. Martin's House.	Sir Wm. Robt. Clayton.	George Martin -	George Martin.
9	Rough Pasture, with young Plantation.	The same - -	- - -	In hand.
13	Ditto - -	The same - -	- - -	The same.
15	Marden Deer Park -	The same - -	- - -	Thomas Gladwin.
<i>Parish of Woldingham.</i>				
12	Church, Churchyard, and Trees.	Geo. Frederick Jones, Patron, Rev. Mr. Brown, Incumbent.		
<i>Parish of Oxted.</i>				
24	Alder Plantation -	Charles Legh Hoskins, Master.	- - -	Joseph Feldwick.
25	Ditto - - -	The same - -	- - -	In hand.
28	Ditto - - -	The same - -	- - -	Thomas Baker.
36	Farm-yard, Stack-yard, Barn, and Sheds.	The same - -	- - -	The same.
41	Cottage, Two Gardens, Yard, Stable, and Shed.	Rich. Braizier -	- - -	The same.
42	Cottage and Garden -	Mrs. Chappell -	- - -	Thomas Baker jun.
43	Cottage, Garden, and Shed.	The same - -	- - -	John Dumbrell.
44	Cottage and Garden -	Mrs. Susannah Bellas, for Life, with Remainder to her Children.	- - -	John Smith.

No. on Plan.	Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
45	Two Cottages under One Roof, Gardens, and Sheds.	Mrs. Susannah Bellas, for Life, with Remainder to her Children.	- - -	Joseph Eliff. Henry Smeed.
64	Plantation - -	Edward Kelsey	- - -	In hand.
65	Farmhouse called Broadham Farm, containing Two Tenements, Garden, and Sheds.	The same	- - -	Thomas Bridgland. John Smith.
66	Farm-yard, Barn, Stable, and Shed.	The same	- - -	In hand.
67	Orchard - -	The same	- - -	The same.
68	Plantation - -	The same	- - -	The same.
70	Plantation and Pond	The same	- - -	The same.
74	Stack-yards, Barns, Farm-yards, Stables, Granary, Sheds, Sawpit, and Pond.	The same	- - -	The same.
75	Yard and Sheds -	The same	- - -	The same.
76	Orchard - -	The same	- - -	The same.
84	Farmhouse, Garden, and Sheds.	Henry Hollamby	- - -	John Canfield.
85	Cottage, Garden, and Shed.	Elizabeth Hollamby	- - -	In hand.
86	Barn, Farm-yard, & Sheds.	Henry Hollamby	- - -	John Canfield.
87	Cottage, Gardens, Blacksmith's Forge, and Sheds.	The same	- - -	Thomas Head.
95	Two Cottages under One Roof, Garden, and Sheds.	William Stratton	- - -	Edward Loveland. Moses Heath.
96	Cottage, Garden, and Shed.	The same	- - -	George Paine.
97	Garden - -	Lord of the Manor of Oxted.	- - -	George Paine and Robert Waterford.

*Parish of Lympsfield.*

52	Barn, Farm-yard, and Shed.	Benjamin M'Nair	- - -	Jeremiah Bassett.
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*Parish of Westerham.*

11	Barn-yard, Stack-yard, and Shed.	Dr. Warneford	David Goddard	David Goddard.
36	Orchard - -	Churchwardens and Overseers of the Poor of the Parish of Brasted.	- - -	George Saunders.
37	Garden - -	The same	- - -	The same.
39	Orchard - -	The same	- - -	The same.
40	Barn, Farm-yard, Stack-yard, Sheds, and Pond.	The same	- - -	The same.
41	Cottage, Garden, and Sheds.	The same	- - -	Ann Langridge.

No. on Plan.	Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
<i>Parish of Edenbridge.</i>				
40	Farm-house, Grassplat, Wood-yard, Sheds, and Outbuildings.	Charles Robert Carter Petley.	James Holmden -	Edward Everest, David Hollands, John Hollands, Thomas Jessop.
41	Garden - -	The same - -	The same - -	The same.
42	Farm-yard Granary, Stable, and Shed.	The same - -	The same - -	James Holmden.
44	Farm-yards, Stack-yards, Stables, and Sheds.	The same - -	The same - -	The same.
45	Yard leading to Farm-yard, Pond, and Cart-house.	The same - -	The same - -	The same.
46	Farm-yards, Stack-yards, Barns, and Sheds.	The same - -	The same - -	The same.
47	Orchard - -	The same - -	The same - -	The same.
49	Old Moat and Ozier Bed.	The same - -	The same - -	The same.
50	Ditto - -	The same - -	The same - -	The same.
68	Farm-house and Garden, Barn, Farm-yard, Stables, Sheds, and Stack-yard.	Robert Kidder -	- - -	William Coleman.
69	Orchard - -	The same - -	- - -	The same.
74	Two Cottages under One Roof, Garden, and Shed.	John Mitchell -	- - -	James Shepherd and John Purser.
<i>Parish of Hever.</i>				
8	Farm-yard, Barn, and Sheds.	Ann Saxby - -	- - -	Thomas Gunner.
9	Stack-yard - -	The same - -	- - -	The same.
<i>Parish of Chiddingstone.</i>				
2	Garden - -	John Mitchell -	- - -	James Shepherd and John Purser.
COUNTY OF KENT.				
<i>Parish of Newington.</i>				
12	Dwelling House, Garden, and Shed.	Reverend William Brockman.	- - -	Thomas Spain.
12 a	Plantation - -	The same - -	- - -	In hand.
36	Ditto - -	The same - -	- - -	The same.
44	Garden - -	The same - -	- - -	John Friend.
45	Pasture and Shed -	Thomas Du Boulay -	- - -	Henry Holdum.
48	Dwelling House and Garden.	Reverend William Brockman.	- - -	George Wells.
<i>Parish of Cheriton.</i>				
16 a	Dwelling House and Garden.	Thomas Page - -	- - -	John Pilcher.
16	Ditto - Ditto -	John Marsh - -	- - -	In hand.
17	Dwelling House and Shop.	The same - -	- - -	Thomas Marsh.
17 a	Dwelling House and Garden.	Reverend William Brockman.	Thomas Pilcher -	Henry Baker.

No. on Plan.	Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
17 b	Garden - -	Reverend William Brockman.	Thomas Pileher -	James Rye.
17 c	Ditto - -	The same - -	The same - -	John Stedman.
18	Three Dwelling Houses under One Roof.	Elizabeth Marsh -	- - -	James Cook, Thomas Baker, John Philpot.
18 a	Three Gardens -	Reverend William Brockman.	- - -	The same.
24	Dwelling House and Garden.	Richard Collyer -	- - -	In hand.
24 a	Ditto - Ditto -	The same - -	- - -	James Jult.
25	Dwelling House, Garden, and Forge.	Charles Wells -	- - -	In hand.
25 a	Dwelling House -	The same - -	- - -	Mrs. Mount.
31	Pasture and Shed -	Sir John Courtenay Honeywood.	- - -	John Taylor.
32	Dwelling House and Garden.	William Dane and Daniel Dane.	- - -	James Eldridge.
32 a	Ditto - Ditto -	The same - -	- - -	Thomas Taylor.
33	Ditto - Ditto -	Sir John Courtenay Honeywood.	- - -	John Edwards.
33 a	Barn, Yards, and Shed	The same - -	- - -	John Taylor.
39	Dwelling House and Garden.	William Marsh -	- - -	Thomas Chambers.
39 a	Ditto - Ditto -	The same - -	- - -	William Goodman.
40	Dwelling House, Garden, Stables, and Outbuildings.	James Jeffery -	- - -	In hand.

*Parish of Folkestone.*

6	Dwelling House and Garden.	Robert Petman -	- - -	In hand.
8	Ditto - Ditto -	Trustees under the Will of John Hinds, deceased, for the Repairs and Ornament of Saint Mildred's Church, Canterbury.	Stephen Hobday -	John Sladen Banks.
10	Yard - -	Earl Radnor - -	- - -	The same.
18	Cottage and Garden -	The same - -	- - -	James Ellen.
41	Garden - -	The same - -	- - -	Charles Golder.
43	Dwelling House and Garden.	Elizabeth Jacobs -	- - -	Charles Stevens.
44	Ditto - Ditto -	John Verral Pepper -	- - -	George Levere.
45	Garden - -	William Bean - -	- - -	Margaret Butcher.
54	Public House called The Valiant Sailor, Stable, Orchard, and Garden.	Earl Radnor - -	Messieurs Elgor and Page.	Gilbece Bromley.

*Township of Folkestone.*

8	Shed - -	John Verral Pepper -	- - -	In hand.
11	Dwelling House and Garden.	Elizabeth Jacobs -	- - -	Charles Stevens.
14	Pasture and Windmill	William Stace -	- - -	In hand.
15	Dwelling House and Garden.	The same - -	- - -	William Allen.
20	Shed - -	John Hart - -	- - -	In hand.
34	Dwelling House and Garden.	John Clerk - -	- - -	In hand.

[Local.]

[37 K]

No. on Plan.	Description of Property.	Owners Names.	Owners Names.	Occupiers Names.
34 a	Shrubbery - -	Earl Radnor - -	- - -	John Clerk.
35	Dwelling House and Garden.	John Clerk. Executrix of Robert Avery Webb.	- - -	Elizabeth Major.
36	Dwelling House and Stable.	The same - -	- - -	Stephen Revel.
36 a	Dwelling House -	The same - -	- - -	Thomas Kite.
41	Dwelling House and Gardens.	Henry Jeffery -	- - -	In hand.
45	Gardens - -	Earl Radnor - -	- - -	John Richardson.
51	Shed - -	The same - -	- - -	John Elgar.
51 a	Tower - -	The Honourable Board of Ordnance.	- - -	The Honourable Board of Customs.
64	Garden - -	The same - -	- - -	Ham Tite.
<i>Parish of Capel-le-Ferne.</i>				
1 a	Ruins and Dwelling House.	Elizabeth Smithett -	- - -	Unoccupied.
12	Pelter Garden -	John Hudson Smithett, Reverend Thomas Lomas, and R. G. Ayerst.	- - -	The Honourable Board of Customs.
13	Pelter Station Brig and Premises.	The same, and the Honourable Board of Customs.	The same - -	The same.
<i>Parish of Hougham.</i>				
4 a	Storehouse belonging to the Hougham Station.	Honourable Board of Ordnance.	- - -	
5 a	Hougham Station House.	The same - -	- - -	Lieutenant Dickson, R.N.
8 a	Cottage - -	Richard Berens, Esquire.	- - -	Robert Cobb.
3	Archcliff Fort -	Honourable Board of Ordnance.	- - -	Lieutenant Colonel Arnold.
4	Inclosed Drying-ground and Shed.	Lord of the Manor of Hougham.	- - -	William Freeman.
6	Garden - -	The same - -	- - -	William Slater.
7	Ditto - -	The same - -	- - -	The same.
8	Garden and Boat-house.	The same - -	- - -	The same.
9	Boat-house - -	The same - -	- - -	Henry Gregg.
10	Dwelling House, Boat-house, and Stable.	The same - -	John Popkiss -	Richard Abbott.
11	Beer Shop, Dwelling House, Sheds, Boat-house, and Wash-house, called Sailor's Return.	The same - -	- - -	John Bromley.
12	Pilot's House and Garden.	The same - -	Henry Pritchard -	Mark Gumbrell.
13	Store-house and Garden.	Lord of the Manor -	Executors of the late Captain Boys.	Captain Lynn.
14	Dwelling House, Garden, and detached Kitchen.	The same - -	- - -	The same.
15	Storehouse and Boat-house.	The same - -	- - -	John Jones.
16	Storehouse - -	The same - -	- - -	The same.
17	Ropewalk - -	The same - -	- - -	The same.

No. on Plan.	Description of Property.	Owners Names.	Lessees Names.	Oceupiers Names.
19 a	Fortification Lines -	Honourable Board of Ordnance.		
20	Tar-house for Ropes and Twine.	Lord of the Manor -	- - -	John Jones.
21	Stable - -	The same - -	- - -	The same.
22	Ropewalk - -	The same - -	- - -	The same.
23	Public House, Garden, Stables, and Sheds, "The Shakespeare Mulberry Tree."	The same - -	John Harvey - -	John Harvey.
24	Storehouses - -	The same - -	- - -	The same.
31	Cottage, Stable, and Two Cart Lodges.	Archhishop of Canterbury.	John Coleman -	John Ladd.
32	Garden and Pond -	The same - -	The same - -	The same.
42	Lyddon Spout, Coast Guard-houses, and Garden.	Honourable Board of Ordnance.	- - -	Christ. May, Lieutenant R. N.
43	Rampart Steps from Cliff to Sea-beach.	The same - -	- - -	The same.

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