

WHEREAS an Act was passed in the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from London to Norwich and Yarmouth by Romford, Chelmsford, Colchester, and Ipswich, to be called "The Eastern Counties Railway"*: And whereas it is expedient that some of the Powers and Provisions of the said recited Act should be altered and amended or enlarged, and that additional Powers should be granted to the Company thereby incorporated; 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 Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Provisions, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Interpretation or Construction, Clauses, Matters, and Things contained in the said recited Act (except such of them or such Parts thereof respectively as are by this Act repealed, altered, enlarged, or otherwise provided for) shall extend and be construed to extend to this Act, and to the Purposes and Things hereby authorized or required to be effected and done, and shall operate

6 & 7 W. 4.
c.106.

Powers &c.
of recited Act
extended to
this Act.

[*Local.*] 23 I and

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, Provisions, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Time enlarged for taking Lands.

Limiting the Time for deviating from the Centre Line.

II. And be it further enacted, That the Time by the said recited Act limited for the compulsory Purchase, taking or using of Lands for the Purpose of the said Undertaking shall be and is hereby extended and enlarged for the further Term of Two Years, to be computed from the Expiration of the Period for that Purpose limited by the said recited Act: Provided always, that after the Expiration of One Year from the passing of this Act it shall not be lawful for the said Company to deviate the centre Line of the said Railway as laid down on the Plans thereof referred to in the said recited Act, unless the said Company shall at the Expiration of the said Period have set out and defined their Line deviating from the Line laid down on the said Plans as aforesaid, and in such Case the Line so laid down and defined shall be the Line to be adopted by the said Company without Deviation therefrom.

Company not to deviate on the Estate of Lord Petre.

III. Provided always, and be it further enacted, That the said Company shall not in any respect deviate from the Line of the Railway as delineated in the Plan and Section thereof which was deposited in the Office of the Clerk of the Peace for the County of *Essex*, in pursuance of the Direction to that Effect contained in the said Act of Parliament incorporating the said Company, so far as the same is intended to pass through the Estates of the Right Honourable *William Henry Francis Lord Petre of Thorndon Hall* in the said County of *Essex*, without the previous written Consent of the said Lord *Petre* or other the Person or Persons entitled to the said Estates.

Company to fence off the Railway through the Estate of Lord Petre to the Satisfaction of his Steward, and to stake out Line by October, 1838.

IV. Provided always, and be it further enacted, That the said Company shall, before commencing any of their intended Works on the Estate of the said Lord *Petre*, cause the Line of the said intended Railway to be fenced off with Oak Posts and Rails to the Satisfaction of the Steward for the Time being of the said Lord *Petre* or other the Person or Persons entitled to his said Estates, and shall particularly erect, and at all Times thereafter keep, repair, uphold, and maintain, a good, solid, and substantial Oak Paling, at least Six Feet in Height, on each Side of the said Railway through a certain Woodland called *Ingrave Frith*, and numbered 91 H, in the Parish of *Shenfield*, in the Parliamentary Plan of the said Railway; and in case the Line through the Estate of Lord *Petre*, or any Part thereof, shall not have been so as aforesaid fenced off previously to the Month of *October* One thousand eight hundred and thirty-eight, that the said Company shall thereupon immediately cause the Line of the said Railway to be accurately staked out through the whole of the said Lands or such Parts thereof as shall not have been fenced off as aforesaid.

Company to plant and sow certain

V. Provided always, and be it further enacted, That within Twelve Calendar Months after the Completion of the said Railway, in any Part

Part where the same shall be carried upon or by means of any Embankment or open Cutting through any of the Lands of the said Lord *Petre*, the said Company shall turn and form the Slopes of such Cuttings and Embankments to an uniform Inclination, and cover the same with Topsoil, and sow the same with Grass Seeds, except only such Parts of such Slopes of the Line of the said Railway as shall be visible from *Thorndon Hall* and *Ingatestone Hall*, or one of them, which Parts shall be planted to within Twelve Feet of the Verge or upper Edge of the Slopes with Furze or Shrubs, as may be required by the said Lord *Petre* or other the Owner or Owners of *Thorndon Hall* and *Ingatestone Hall* respectively, and shall from Time to Time maintain such Slopes in a permanent State of Grass or Plantation as may be so required; and the said Company shall absolutely prohibit and use their best Endeavours to prevent all Persons from sporting thereon, or snaring, catching, or taking Game, or at any Time lying in wait, remaining, or being therein for such or any other Purpose not necessary for the Protection of the said Railway, and shall effectually destroy all Vermin which may harbour or be on the said Slopes; and in the event of the said Company omitting or failing to do so, then that it shall be lawful for the Servants and Agents of the said Lord *Petre*, or of other the Owner or Occupier for the Time being of *Thorndon Hall*, to enter upon the said Slopes and destroy all or any such Vermin as may be found thereon, provided that previous Notice of One clear Day be given to the said Company, or to any of their Agents or Servants upon the said Railway, stating the Names of such Agents or Servants of the said Lord *Petre* or other the Owner or Occupier as aforesaid so to enter on the said Slopes for the Purposes aforesaid; and in destroying such Vermin the said Lord *Petre* or such Owners or Occupiers aforesaid, or his or their Agent or Servants, shall not use Fire-arms, nor bore, dig, or blast with Gunpowder into or upon any of the said Slopes, nor do any Damage whatsoever thereto: Provided nevertheless, that the Right of Property in the said Slopes, and the Grass, Furze, and Shrubs growing thereon for the Time being, shall be in the said Company; and that it shall be lawful for them, from Time to Time at their own Pleasure, to cut down and remove so many of the said Shrubs upon the said Slopes as they shall think proper, and imperative upon the said Company, from Time to Time, but not more frequently than twice a Year, to mow, cut down, and remove, at their own Cost and Expence, the Grass and Furze growing thereon, when thereto required by the said Lord *Petre* or other the Owner for the Time being of the adjoining Estates.

Slopes on the Estate of Lord *Petre*;

to prevent sporting, and to destroy Vermin.

Property in the Slopes to be in the Company.

VI. Provided always, and be it further enacted, That the said Company shall complete the said intended Line of Railway as far as the same passes through the said Estate of the said Lord *Petre*; together with all Works connected therewith, within Three Years next after they shall have taken actual Possession of any Part of the said Estate; and if such last-mentioned Part of the said Line shall not be completed and open for the Use of Engines and Carriages within the aforesaid Period, then the said Company shall pay to the said Lord *Petre* or other the Persons entitled in Possession to his said Estate the Sum of Two hundred and fifty Pounds for every Calendar Month which shall

Company to complete Railway through the Estate of Lord *Petre* within Three Years from Commencement.

shall elapse from the Termination of such Period up to the Time of the actual Completion thereof, as liquidated and ascertained Damages for such Delay: Provided nevertheless, that if the said Line be so as aforesaid completed and open for Engines and Carriages, and the said Company shall afterwards add a further Line of Rails, or have Occasion to restore any inefficient Work, or strengthen any Embankment or Cutting that may have fallen in, slipped, or sunk, they shall not be therefore considered as liable to any Penalty.

No Station,
&c. to be
made on the
Estate of
Lord Petre.

VII. Provided always, and be it further enacted, That no Road Wharf, Yard, Engine, Station, Loading or Unloading Place, Warehouse, Toll House, Building, Machine or Machinery, nor other Erection, shall at any Time or Times hereafter be made or erected by the said Company on any Part of the Estate of the said Lord *Petre*, nor within One Mile of the Mansion House of *Thorndon Hall* or of the Mansion House of *Ingatestone Hall*, except with the Consent of the said Lord *Petre* or other the Owner or Owners thereof, and except at or near *Brenwood* adjoining the public Road leading from *Brenwood* to *Ingrave* on the North-west Side of the Line of the said Railway, where a Station may be made.

Company not
to get Mate-
rials from
Lord Petre's
Land, nor
to take tem-
porary Pos-
session of cer-
tain Lands,
nor perma-
nent Posses-
sion for any
Diversion,
nor burn
Bricks or
erect Steam
Engine, with-
out Consent.

VIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to dig, get, use, or remove any Soil, Clay, Gravel, Sand, Trees, Timber, or other Materials, from or out of any of the Lands or Grounds of the said Lord *Petre*, adjoining or near to the said intended Railway, for the Purpose of forming Embankments, or making Bricks or Lime, or for any other Purpose for the Use of the said Railway, nor to take temporary Possession of any Part of the Avenue leading to *Thorndon Hall*, or of any Yard, Homestead, Plantation, or Woodland, or of any Lands belonging to the said Lord *Petre*, within a Hundred Yards of the same or of any of them, or of any Meadow or Pasture Lands of the said Lord *Petre*, for any other Purposes of the said Act, nor to take any permanent Possession of any Part of the said Lord *Petre*'s Lands adjoining the said Railway for the Diversion of any Road, without the Consent in Writing of him the said Lord *Petre* or other the Owner or Owners thereof for that Purpose first had and obtained, and that it shall not be lawful for the said Company to burn Bricks or make Lime, or erect any Steam Engine, on any Part of the said Lord *Petre*'s Estate, or within Two Miles of *Thorndon Hall* and *Ingatestone Hall* or either of them, without the Licence and Consent of the said Lord *Petre* or other the Owner or Owners thereof first had and obtained, save as herein-after is mentioned.

Proviso as to
Erection of
stationary
Engines.

IX. Provided always, and be it further enacted, That the said Company shall be at liberty to erect any stationary Engine for temporary Use during the Progress of the Works of the said Railway, if it shall be necessary so to do, and also to erect and build One stationary Engine on the Site of the proposed Station at *Brenwood*, provided the Shaft or Chimney of such Engine be of an ornamental Character and the Company shall only use for the heating and working of such Engine Coke or Fuel not producing Smoke.

X. Pro-

X. Provided always, and be it further enacted, That the said Company shall not make any Deposit of Soil or Material on any Land of the said Lord *Petre*, not required for the Formation of the Line of the Railway, for any of the Purposes of the said Railway, without the previous Consent in Writing of the said Lord *Petre* or other the Owner or Owners thereof, or his or their Agent.

Company not to deposit Soil on Estate of Lord *Petre*.

XI. Provided always, and be it further enacted, That none of the Parish Roads crossed by the said Railway, and immediately contiguous to any of the Lands of the said Lord *Petre*, shall be diverted, nor the Levels thereof or any of them altered without the Consent of the said Lord *Petre*, or other the Owner or Owners of the said Estate.

No Parish Roads adjoining Lord *Petre*'s Lands to be diverted without his Consent.

XII. Provided always, and be it further enacted, That all requisite Culverts and other Waterways upon or adjoining any of the Lands of the said Lord *Petre* shall be formed of Dimensions exceeding at the least by One Fourth the Dimensions of the Culverts and other Waterways now in existence for carrying the said Streams respectively under the parallel and adjoining Turnpike Road, and in other respects shall be made and maintained by the said Company, under and in pursuance of the Hundred and thirteenth Section of the said recited Act.

Directions as to Dimensions of Culverts on Lands of Lord *Petre*.

XIII. Provided always, and be it further enacted, That the said Company shall not divert or alter the Course, Direction, or Level of the public Road leading from *Brentwood* to *Ingrave*, but shall carry the same over the Railway by a Bridge to be formed in the precise Course and Position of the present Road, and of at least the clear Width of Twenty Feet between the Parapets, and the same shall be completed within Six Calendar Months after the present Communication shall have been first interrupted in the Execution of the Railway, and in default thereof, and in default of having previously to the Commencement of such Interruption of the present Communication completed a good temporary Road, and afterwards keeping the same in proper Repair, as required by the said Act of Parliament, the said Company shall forfeit and pay to the Surveyors of Roads of the Parish wherein the same is situated, the Sum of Twenty Pounds for every Week from and after and during the Continuance of any one and each of such Defaults as last aforesaid, as liquidated Damages, to be recoverable by Distress and Sale of the Goods and Chattels of the said Company, and applied by the said Surveyors in aid of the Rates for the Maintenance of the Roads.

Road from *Brentwood* to *Ingrave* not to be diverted, but to be carried over the Railway by a Bridge.

XIV. And be it further enacted, That the said Company shall and they are hereby authorized and required to divert the Line of the Road leading from *Ingatestone Hall* to the Turnpike Road and carry the same under the Railway across the Fields numbered Twenty, Twenty-one, Twenty-two, and Twenty-four, in the Course and Direction shown in a certain Plan thereof deposited with the Clerk of the Parish of *Ingatestone*, and authenticated by the Signature of the Right Honourable the Speaker of the House of Commons as the Copy of a Plan deposited in the Private Bill Office of the House of Commons, and signed by the Chairman of the Committee to whom this Act when a Bill was referred in that House, and shall make the

Road from *Ingatestone Hall* to be diverted.

[*Local.*]

23 K

same

same Road through such Fields of the clear Width of Twenty-five Feet at the least, and of an uniform Inclination throughout, and shall form and plant the Ditches, Rails, and Quickset Hedges on each Side thereof to the Satisfaction of the Steward of the said Lord *Petre*, and shall complete the said Road and the Fences thereof before interfering with the present Road, and shall keep the same in repair for the Space of One Year after the Completion thereof; and the Property of the said old Road shall thereupon vest in the Owners of the adjoining Lands.

As to Occupation
Bridges on
Lord Petre's
Land.

XV. Provided always, and be it further enacted, That the said Company shall at their own Expence make and for ever maintain the following Communications for the Use of the Owners and Occupiers of the Estates of the said Lord *Petre*, and other Persons entitled thereto; (that is to say,) a good and substantial Bridge over the said Railway, of White Brick and Stone, or Iron, of an ornamental Character, of a Width of not less than Twenty-five Feet between the Parapets, in the precise Course and Position of the present Road leading from *Brentwood* to the Avenue leading to *Thorndon Hall*, and without any Alteration of the Level or Direction of the present Road, the whole to be formed according to a Design to be previously approved of by the said Lord *Petre*: Provided nevertheless, that if the Cost of such Bridge, if executed according to the Requisitions of the said Lord *Petre*, would exceed the Sum of Two thousand Pounds, then the same shall, at the Option of the said Lord *Petre*, either be executed according to such other Design as the said Company may desire, or such other Design the Cost of the Execution whereof would not exceed the Sum of Two thousand Pounds, as shall be approved by the said Lord *Petre*, or the extra Expence of the said Bridge exceeding the Sum of Two thousand Pounds shall be borne by the said Lord *Petre* and paid by him to the said Company; also Two good and substantial Brick Bridges over the said Railway, at such Points respectively as may be agreed upon with the said Lord *Petre*, in the Fields numbered respectively Forty-seven in the Parish of *Mountnessing* and Thirty-seven in the Parish of *Ingatestone*, in the Parliamentary Plan of the said Railway, the same to be formed respectively without any Alteration of the present Level of the Ground; also Four good and substantial Brick Archways under the said Railway, at such Points respectively as the said Railway crosses the Roadways numbered respectively on the said Plan One hundred and Twelve in the Parish of *Mountnessing*, and Seventy-five and Ninety-four in the Parish of *Margaretting*, and also at such Point as may be agreed upon with the said Lord *Petre* between the Fields numbered Four and Ten in the Parish of *Ingatestone* in the said Parliamentary Plan of the said Railway, the same to be formed respectively without any Alteration of the present Level of the Roads respectively; also Two good and sufficient Bridges over the said Railway respectively at such Points as may be agreed upon with the said Lord *Petre* in the Woodland numbered Five, called *Margaretting Hall Wood*, in the Parish of *Margaretting*, and at the Point opposite *Margaretting Hall* where the said Railway crosses the Entrance of the Lane or Roadway leading from *Margaretting Hall* to *Thristling Hall*, and numbered Thirty-seven, in the Parish of *Margaretting*, in the said Parliamentary Plan

Plan of the said Railway, the latter to be formed in the precise Course and Direction of the said Lane, and the Rise of the Approaches to each of such Two last-mentioned Bridges in no Part to exceed One Foot in Twenty; also Two level Crossings, with proper Gates and Approaches, at such Points respectively in the Woodland numbered Fifteen in the Parish of *Mountnessing*, and in the Field numbered Eighteen in the Parish of *Ingatestone*, in the said Parliamentary Plan of the said Railway, as may be agreed upon with the said Lord *Petre*; also a good hard Gravel Road Eight Feet wide, with proper and sufficient Gates and Gateways, leading and extending on the North-west Side of the said Railway, and parallel and adjoining thereto, from the Field numbered Four in the Parish of *Shenfield* to the Fence of the Woodland numbered Fifteen in the Parish of *Mountnessing* in the Parliamentary Plan of the said Railway; also a similar Road, with proper Gates, leading and extending on the South-east Side of the said Railway, and parallel and adjoining thereto, from the Public Road adjoining the said Field numbered Four in the Parish of *Shenfield* to the Fence of the Field numbered Four in the Parish of *Ingatestone*; and also a similar Road, with a proper Gate, on the South-east Side of the said Railway, and parallel and adjoining thereto, between the Fields numbered Twenty-two and Twenty-three in the Parish of *Ingatestone* in the Parliamentary Plan of the said Railway, the same to be formed so that the upper Surface thereof may not be more than Fifteen Feet below the Level of the Railway; and also Two similar Roads, with proper Gates, on each Side of the said Railway, and parallel and adjoining thereto, between the Fields numbered Thirty-six on the one Side, and the Fields numbered Thirty-four and Thirty-five on the other Side, in the Parish of *Ingatestone*, in the Parliamentary Plans of the said Railway; and all such Communications shall be formed without any Alteration of the Course or Direction of such of them as are to be formed where Roadways previously existed, and according to the Dimensions required for similar Communications by the Act of Parliament incorporating the said Company, except so far as the same are herein-before expressly defined or limited; and the said Company shall complete such of the said Bridges or Archways as are to be formed under the said Railway before the Commencement of any other Works for the Formation of the said Railway in any Part of the respective Fields, Closes, or Roadways in which they are to be formed; and the said Company shall in like Manner complete all such of them as are to be formed over the said Railway within Six Calendar Months after the Cuttings or other Works where they are to be formed shall be in a sufficiently forward State for their Commencement; and in the meantime and until the Completion of such Bridges respectively the Occupiers of the adjoining Lands shall be at liberty to cross the said Railway at such other convenient Spots as he or they may desire, and as shall not interfere with the Formation or working of the said Railway, and which Crossings the said Company are hereby required to set out and adapt for the Purpose, or in default thereof, or of the Completion of any Bridge as aforesaid, they shall pay to every such Occupier the Sum of Forty Shillings, as liquidated and ascertained Damages, for and on every Day of either and each of such Defaults as aforesaid, to be recovered by Distress and Sale of the Goods and Chattels of the said Company; and the said Company shall

shall complete such of the said Roadways as are to be formed across the said Railway on a Level or parallel thereto as soon as the Part of the Embankment or Cutting where they are to be formed shall have been sufficiently formed: Provided nevertheless, that in case the said Company shall not within the Distance of Two Miles be able to procure sufficient Gravel from the surplus Excavations of the said Railway for the Formation of any of such Roadways or the Approaches to either or both of the Occupation Bridges to be formed in *Margaretting Hall Wood*, and opposite *Margaretting Hall*, the said Lord *Petre* shall allow the same to be taken from Side Cuttings, at the Cost and Expence of the said Company, at such Places as he shall appoint, and he shall previously set out the same for the Purpose.

Company to
make certain
Gateways.

XVI. Provided always, and be it further enacted, That the said Company shall make proper Gates and Gateways at such Places as they shall be required so to do by the said Lord *Petre*, in substitution of any Gates or Gateways that shall be blocked up or removed, or the whole or partial Use whereof shall be prevented by the Formation of the said Railway.

Lord Petre's
Estate ex-
empted from
compulsory
Provisions of
this Act.

XVII. Provided always, and be it further enacted, That the Lands of the said Lord *Petre* on or adjoining the Line of the said Railway shall be and the same are hereby expressly exempted from the Operation of any such additional or enlarged Powers or Provisions as are hereby granted to the said Company, or are herein contained.

Company
not to de-
viate through
Lands vested
in the Trus-
tees of P. C.
Labouchere,
Esq.

XVIII. Provided always, and be it further enacted, That the said Company shall not in any respect deviate from the Line of the Railway as delineated in the Plan and Section thereof which was deposited in the Office of the Clerk of the Peace for the County of *Essex*, in pursuance of the Directions to that Effect contained in the said Act of Parliament incorporating the said Company, so far as the same is intended to pass through the Estates of Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, as Trustees for the Family of *Peter Cesar Labouchere*, without the previous written Consent of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or other the Person or Persons entitled to the said Estates.

Company to
fence off
Railway
through
Lands of the
said Trustees.

XIX. Provided always, and be it further enacted, That the said Company shall, before commencing any of their intended Works on the said Estates of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, cause the Line of the said intended Railway to be fenced off with Oak Posts and Rails, to the Satisfaction of the Steward for the Time being of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or other the Person or Persons entitled to the said Estates.

Company to
soil and plant
Slopes, &c.
through
Lands of the
said Trustees.

XX. Provided always, and be it further enacted, That within Twelve Calendar Months after the Completion of the said Railway, in any Part where the same shall be carried upon or by means of any Embankment or open Cutting through any of the Lands of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*,
the

the said Company shall turn and form the Slopes of such Cutting and Embankments to an uniform Inclination, and cover the same with Top-soil, and sow the same with Grass Seeds, except only such Parts of such Slopes of the Line of the said Railway as shall be visible from the Mansion House called *Hylands*, or any Parts of the Buildings or Summer Houses or Pleasure Houses belonging thereto, which Parts shall be planted to within Twelve Feet of the Verge or upper Edge of the Slopes with Furze or Shrubs as may be required by the said *Peter Cesar Labouchere*, or the Owner or Owners for the Time being of *Hylands*, and shall from Time to Time maintain such Slopes in a permanent State of Grass or Plantation, and it shall be lawful for the said *Peter Cesar Labouchere*, or the Owner or Owners for the Time being of *Hylands* aforesaid, at their or his own Expence, to plant all or any Part of the Remainder of the said Slopes with Furze or Shrubs and maintain the Plantations thereon; and the said Company shall absolutely prohibit and use their best Endeavours to prevent all Persons from sporting thereon, or snaring, catching, or taking Game thereon, or at any Time lying in wait, remaining, or being therein for such or any other Purpose not necessary for the Protection of the said Railway, and shall effectually destroy all Vermin which may harbour or be on the said Slopes; and in the event of the said Company omitting or failing to do so, then that it shall be lawful for the Servants and Agents of the said *Sir Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or of other the Owner or Occupier for the Time being of *Hylands* aforesaid, to enter upon the said Slopes, and destroy all or any such Vermin as may be found thereon, provided that previous Notice of One clear Day be given to the said Company, or to any of their Agents or Servants upon the said Railway, stating the Names of such Agents or Servants as first mentioned; and in destroying such Vermin the Person or Persons aforesaid shall not use Fire-arms, nor bore, dig, or blast with Gunpowder into or upon any of the said Slopes, nor do any Damage whatsoever thereto: Provided nevertheless, that the Right of Property in the said Slopes, and the Grass, Furze, and Shrubs growing thereon for the Time being, shall be in the said Company, and that it shall be lawful for them, from Time to Time at their own Pleasure, to cut down and remove so many of the said Shrubs upon the said Slopes as they shall think proper; and it shall be imperative upon the said Company, from Time to Time, but not more frequently than Twice a Year, to mow, cut down, and remove, at their own Costs and Expence, the Grass and Furze growing thereon, when thereto required by the said *Sir Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or the said *Peter Cesar Labouchere*, or other the Owner for the Time being of the adjoining Lands.

XXI. Provided always, and be it further enacted, That the said Company shall complete the said intended Line of Railway as far the same passes through the said Estate of the said *Sir Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, together with all Works connected therewith, within Eighteen Months next after they shall have taken actual Possession of any Part of the said Estate; and if such last-mentioned Part of the said Line shall not be com-

Company to complete the Railway within a given Period through the Lands of said Trustees.

pleted and open for the Use of Engines and Carriages within the aforesaid Period, then the said Company shall pay to the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, the Sum of One hundred Pounds for every Calendar Month which shall elapse from the Termination of such Period up to the Time of the actual Completion thereof, as liquidated and ascertained Damages for such Delay: Provided nevertheless, that if the said Line be so as aforesaid completed and open for Engines and Carriages, and the said Company shall afterwards add a further Line of Rails, or have Occasion to restore any inefficient Work, or strengthen any Embankment or Cutting that may have fallen in, slipped, or sunk, they shall not be therefore considered as liable to any Penalty.

Company not
to make a
Station &c.
on Lands of
said Trustees.

XXII. Provided always, and be it further enacted, That no Road, Wharf, Yard, Engine, Station, Loading or Unloading Place, Warehouse, Toll House, Building, Machine or Machinery, nor other Erection, shall at any Time or Times hereafter be made or erected by the said Company on any Part of the Estates of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, nor within One Mile of the Mansion House called *Hylands*, except with the Consent of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or other the Owner or Owners thereof.

Company not
to get Ma-
terials from
Lands of said
Trustees.

XXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to dig, get, use, or remove any Soil, Clay, Gravel, Sand, Trees, Timber, or other Materials, from or out of any of the Lands or Grounds of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, adjoining or near to the said intended Railway, for the Purpose of forming Embankments, or making Bricks or Lime, or for any other Purpose for the Use of the said Railway, nor to take temporary Possession of any Yard, Homestead, Plantation, Woodland, or Lands belonging to the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, as Trustees as aforesaid, within One hundred Yards of any of the same, or of any Meadow or Pasture Lands of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, as Trustees as aforesaid, for any other Purposes of the said Act, nor to take any permanent Possession of any Part of their Lands for the Diversion of any Road, without the Consent in Writing of them the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or other the Owner or Owners thereof, for that Purpose first had and obtained, and that it shall not be lawful for the said Company to burn Bricks or make Lime, or erect any Steam Engine on any Part of the said Estates of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, or within Two Miles of the said Mansion House called *Hylands*, without the Licence and Consent of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or other the Owner or Owners thereof, first had and obtained, save as hereinafter is mentioned.

XXIV. Pro-

XXIV. Provided always, and be it further enacted, That the said Company shall be at liberty to erect any stationary Engine for temporary Use on the said Estates during the Progress of the Works of the said Railway, if it shall be necessary so to do; but the said Company shall only use for the heating and working of such Engine Coke or Fuel not producing Smoke.

Company may erect stationary Engines on Lands of said Trustees.

XXV. Provided always, and be it further enacted, That the said Company shall not make any Deposit of Spoil or Material on any of the Land of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, not required for the Formation of the Line of the Railway or for any of the Purposes of the said Railway, without the previous Consent in Writing of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, or other the Owner or Owners thereof, or his or their Agent.

Company not to deposit Spoil on Lands of said Trustees.

XXVI. Provided always, and be it further enacted, That all requisite Culverts and other Waterways upon or adjoining any of the Lands of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring* shall be made and maintained by the said Company according to the Hundred and thirteenth Section of the said Company's Act of Incorporation.

As to Culverts on Lands of said Trustees.

XXVII. Provided always, and be it further enacted, That through and under the Embankment, which according to the proposed Plan of the said Railway, is intended to be made for the Purposes thereof, across the Lands of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, the said Company shall make or form, at the Two Points which have been agreed upon between the said Company and the said *Peter Cesar Labouchere*, Two Archways for the Purpose of convenient Communication between the adjoining Lands, and that the same shall respectively be of the Height of at least Fifteen Feet, and of the Width of at least Twelve Feet, and that the Owners and Occupiers of the adjoining Lands shall at all Times have a free Right of Way for themselves, and their Carts, Carriages, Horses, Cattle, and Beasts of every Description, through and under the same; and the said Company shall complete the said Archways before the Commencement of any other Works for the Formation of the said Railway in any Part of the respective Fields in which they are to be formed; and in the meantime and until the Completion of such Archways respectively the Occupiers of the adjoining Lands shall be at liberty to cross the said Railway at such other convenient Spots they may desire as shall not interfere with the Formation or working of the said Railway, and which Crossings the said Company are hereby required to set out and adapt for the Purpose, or in default thereof, or in the Completion of such Archways as aforesaid, they shall pay to every such Occupier the Sum of Forty Shillings, as liquidated and ascertained Damages, for and on every Day of either and each of such Defaults as aforesaid, to be recovered by Distress and Sale of the Goods and Chattels of the said Company: Provided always, that if the said Company shall appear to be under an Agreement to make and shall make an Archway for the Purposes of convenient Communication

As to Bridges and Arches on Lands of said Trustees.

nication on the Lands of Mr. *Warner*, in the Occupation of *Robert Hammond*, adjoining the Lands numbered Sixteen, in the Parish of *Writtle*, on the Plan herein-before referred to, such Archway shall be in lieu of the nearest thereto of the said Two Archways.

Company to
make Gates
on Lands of
said Trustees.

XXVIII. Provided always, and be it further enacted, That the said Company shall make proper Gates and Gateways at such Places as they shall be required so to do by the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, their Heirs or Assigns, in substitution of any Gate or Gateways that shall be blocked up or removed, or the whole or partial Use whereof shall be prevented by the Formation of the said Railway.

Exempting
certain Lands
of Trustees
from the Ope-
ration of
the Act.

XXIX. Provided always, and be it further enacted, That the Lands of the said Sir *Thomas Baring*, *Alexander Lord Ashburton*, and *Henry Baring*, as Trustees as aforesaid, on or adjoining the Line of the said Railway, shall be and the same are hereby expressly exempted from the Operation of any such Powers or Provisions as are hereby granted to the said Company, or are herein contained.

For Protec-
tion of An-
drew Reid,
Esquire.

XXX. Provided always, and be it further enacted, That this present Act or any of the Provisions of the same, except with the express Consent in Writing of *Andrew Reid* of *Lions Down, East Barnet*, in the County of *Hertford*, Esquire, under his Hand and Seal, shall not affect or in any Manner extend to the Lands and Estate of him the said *Andrew Reid* situate at *Mile End Old Town* in the Parish of *St. Dunstan, Stepney*, held under Building Leases from Sir *Charles Morgan* Baronet, and in the said recited Act particularly mentioned or referred to, or to the compulsory Purchase of the same or any Part thereof, or to any Steps, Areas, Cellars, Windows, Watercourses, Pipes, Spouts, Houses, Mains, Leaden or other Pipes, or Obstructions, or any Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, or other Places upon or over the same Lands or Estate of him the said *Andrew Reid*, or any Part thereof, or in any Manner forming any Part of the same; nor shall this Act or any of the Provisions of the same in any Manner affect or prejudice any Covenant, Agreement, or Arrangement whatsoever which may have been entered into between the said Company and the said *Andrew Reid*, but the same and every of them, and all the Rights, Powers, and Remedies whatsoever of the said *Andrew Reid* under or by virtue of the same, shall remain, continue, and be in full Force, Validity, and Effect, in such and the same Manner to all Intents and Purposes as if this present Act had not been passed.

Power to
purchase
Lands on
Rent-
charges, &c.

XXXI. And be it further enacted, That it shall be lawful for any Person who shall be seised in Fee of or entitled to dispose of absolutely for his own Benefit, or absolutely possessed for his own Benefit of any Leasehold Interest not less originally than Ninety-nine Years, in any Lands authorized to be purchased for the Purposes of the said Railway and Works, and who shall be exempt from legal Disability, and willing to sell the same Lands, or his Interest therein, for a perpetual or other annual Rent-charge in lieu of a Sum in gross, to sell and convey or assign the same Lands, or any Part thereof, or his Leasehold Interest therein, unto the said Company and for the said Company,

Company, if they shall so think fit, to purchase the same, for and in consideration of an annual Rent-charge payable by the said Company, their Successors and Assigns, to the Person so selling and conveying, and to his Heirs and Assigns, or to his Executors, Administrators, and Assigns, as the Case may require; and all such Sales and Conveyances shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (that is to say,)

I of in consideration of the Form of
Rent-charge to be paid to me, my Heirs and Assigns, [or Exe- Conveyance
cutors, Administrators, and Assigns,] as herein-after mentioned, of Lands
by the Eastern Counties Railway Company, established and incor- on Rent-
porated by an Act passed in the Sixth and Seventh Years of the charges.
Reign of His late Majesty King William the Fourth, intituled [*here*
insert the Title of the said Act], do hereby convey or assign and
confirm to the said Company, their Successors and Assigns, all [*de-*
scribing the Premises to be conveyed], together with all Ways, Rights,
and Appurtenances thereto belonging, and all the Estate, Right,
Title, and Interest in and to the same and every Part thereof of or
to which I am or shall become seised, possessed, or entitled, to hold
the said Premises to the said Company, their Successors and Assigns
for ever [*or for and during all the Residue and Remainder of a certain*
Term, here describe the Leasehold Interest], according to the true
Intent and Meaning of the said Act, they the said Company, their
Successors and Assigns, yielding and paying unto me, my Heirs and
Assigns, [or Executors, Administrators, and Assigns,] One clear
yearly Rent of by equal [quarterly or half-yearly
Payments, *as may be agreed upon*] henceforth on the [*stating the*
Days], clear of all Taxes and Deductions. In witness whereof I
have hereunto set my Hand and Seal, this Day of
in the Year of our Lord .’

And all such Conveyances as aforesaid shall be valid and effectual in, Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration, or by Construction of Law, on the Estate or Interest thereby conveyed or aliened, but although the said Terms shall be merged they shall in Equity afford such or the same Benefit, Protection, and Priority as if they had been assigned to a Trustee, in Trust for the said Company, to attend the Reversion and Inheritance.

XXXII. And be it further enacted, That all such yearly Rents as shall be agreed on between the said Company and the Parties interested in such Lands as aforesaid shall be charged on the Tolls or Rates authorized to be taken by virtue of the said recited Act, and shall be paid by the said Company as the same shall become due and payable; and in case the same shall not be paid within Twenty-one Days next after the same shall so become due and payable, and Demand thereof made in Writing, it shall be lawful for the Person to whom such yearly Rents shall be due and owing as aforesaid to sue for and recover the same from the said Company, with Costs of Suit, by Action of Debt in any of Her Majesty's Courts of Record,

[Local.] 23 M or

or otherwise to seize and distrain any Engines, Carriages, or other Goods or Effects of the said Company (Information of such Distress being immediately given to the said Company by Notice in Writing), and to detain the same until Payment of such yearly Rents then due and owing, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed within Five Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Engines, Carriages, or other Goods or Effects so distrained shall and may be sold and disposed of in such Manner as the Law directs in Cases of Distress for Rent.

The Com-
pany empow-
ered to pur-
chase In-
terests in
Lands the
purchase
whereof may
have been
omitted by
Mistake.

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

Power to
alter Steps,
Areas, Pipes,
&c.

XXXIV. And be it further enacted, That, subject and without Prejudice to any of the Clauses or Provisions in the said recited Act contained to the contrary, it shall be lawful for the said Company to raise, sink, or otherwise alter or cause to be altered the Position of the Mains and the Leaden or other Pipes which, for the Purpose of conveying Water or Gas to any House or Place, shall be laid into or from any Main or Pipe laid down by any Company or Person furnishing or supplying the Inhabitants thereof with Water or Gas, and to remove all other Obstructions, so as the same respectively be done with as little Detriment and Inconvenience to the said last-mentioned Company or Person and Inhabitants as the Circumstances of the Case will admit, and under the Superintendence and to the Satisfaction of the several Commissioners or Trustees having the Control of the Pavements, Sewers, Roads, Streets, Highways, Lanes, and other public Passages and Places within the Parish or District where such Houses, Mains, Pipes, or Obstructions shall be situate, or of their Surveyor for the Time being: Provided always, that if the said Company shall interrupt the Supply of Water or Gas to any of the said Inhabi-

Inhabitants as aforesaid, they shall forfeit and pay to such Inhabitants for every Day such Supply shall be so interrupted the Sum of Forty Shillings.

XXXV. And be it further enacted, That it shall be lawful for the said Company to contract and agree with any Person for making, executing, building, and completing the said Railway and Works, and for providing proper Materials for all or any Part of the same, or for doing any of the Works by the said recited Act authorized to be done and performed, and for Payment for the same at such Times and in such Proportions and in such Manner as shall be mutually agreed upon between them; and all Contracts and Agreements made and entered into by and between the said Company and any Person whomsoever, relating to any Act, Matter, or Thing to be done or performed in the Execution of any of the Powers of the said recited Act, shall be reduced into Writing, and signed and sealed by the Parties thereto, and shall specify the Works to be done, the Prices to be paid, the Term in which the same shall be completed, the Quality of the Materials to be used, and the Penalties for Nonperformance thereof, or such of the said Matters and such other Things as the said Company shall think proper; and the said Company may take such Security for the Performance of such Contract as to them shall seem necessary; and every Contract so entered into shall be binding on the respective Parties thereto: Provided always, that it shall be lawful for the said Company, or the Directors thereof for the Time being, from Time to Time as they shall think fit, to compound and agree with any Person on account of any Breach or Nonperformance of any such Contract, for any such Sum of Money as they shall think fit, or to remit any Penalties on account thereof.

Company may contract for the Works to be done.

XXXVI. And be it further enacted, That all the Works, Erections, and Buildings to be executed, made, or erected by virtue of the said recited Act or this Act, and all the Stones, Bricks, Timber, Iron, and other Materials, and all Implements to be purchased or procured for any Works to be executed, done, or performed by virtue of or for any of the Purposes of the said recited Act or this Act shall belong to and be the Property of and the same are hereby vested in the said Company; and it shall be lawful for them to bring or cause to be brought any Action, or to direct the preferring of any Bill of Indictment, as the Case may require, against any Person who shall steal, take, or carry away any such Stones, Bricks, Timber, Iron, or other Materials or Implements, or shall spoil, injure, deface, or destroy any of the Works, Erections, or Buildings to be done, executed, or erected by virtue of the said recited Act or this Act, and in all such Actions and Bills of Indictment it shall be and be deemed and taken to be sufficient to state generally that the Article or Thing, or that the Works, Erections, or Buildings for or on account of which such Actions shall be brought or Bill of Indictment preferred, is or are the Property of the Eastern Counties Railway Company.

Materials vested in the Company.

XXXVII. And whereas by the said recited Act the said Company are required to make and erect such and so many Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages

Company empowered to purchase Lands in certain Cases, over,

in lieu of
making Oc-
cupation
Bridges.

over, under, or by the Side of, or leading to or from the said Railway, as may be necessary for the commodious Use and Occupation of the Land cut through or divided by the said Railway ; and it is expedient that for the Purpose of avoiding unnecessary Expence in the Erection of such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, for the Use and Occupation of the Lands cut through or divided by the said Railway, the said Company should be empowered to enter into Agreements for the Purchase of such Lands as may require such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, for the convenient Occupation thereof, but which may be of less Value than the Cost of constructing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages ; be it therefore enacted, That where any Land shall be intersected or divided by the said Railway so as to cut off a Portion thereof of less Value than the Cost of constructing the Gates, Bridges, Hollows, Arches, Culverts, Fences, Ditches, Drains, and Passages necessary for the convenient Occupation thereof, and that the Proprietor thereof or other the Person or Persons interested therein, and by the said recited Act empowered to sell and convey the same, shall be willing to sell such Portion to the said Company, it shall be lawful for any Corporation or Person by the said recited Act capacitated to sell or convey Lands to enter into any Agreement with the said Company for the Sale and Conveyance of the Portion of Land so left on one Side of the said Railway, and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Portion of Land, and of any subsisting Leases, Terms, Estates, and Interests therein ; and the said Company shall then be discharged from their Liability under the Provisions of the said recited Act to make any Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage for the Purpose of Communication with such Land, or for the convenient Use or Occupation thereof as aforesaid : Provided always, that the said Company shall and they are hereby required to sell and convey all such Land which they shall so purchase, or such Part thereof as may not be necessary for the Purposes of the said Undertaking, within such Time and in such Way and Manner as is directed by the said recited Act for the Sale of any superfluous Lands not required for the Purposes of the said Railway and Works.

As to Special
Juries.

XXXVIII. And be it further enacted, That in all Cases where by the said recited Act a Special Jury is authorized to be summoned, it shall be lawful for such Special Jury to try any Number of Inquiries, so as the Parties to such Inquiries respectively, or their Attornies, shall have signified their Assent in Writing to the Nomination of such Special Jury for the Trial of their respective Inquiries ; and no Special Jurymen shall without his Consent be summoned or required to attend more than once in the same Year for the Trial of any Inquiries under this or the said recited Act : Provided always, that if a sufficient Number of Special Jurymen shall not attend at the Time and Place appointed for holding the Inquiry the Sheriff, Under Sheriff, Coroner, or other Person presiding thereat shall, on the Request of either of the Parties to such Inquiry, add to the List of such Special Jury the Names of any By-standers qualified to act as Jurymen for the County in

in which the Inquiry is held, and all Persons shall have their lawful Challenges against the Jurymen so added, and the said Sheriff, Under Sheriff, Coroner, or other Person shall and may proceed in the said Inquiry with the Jurors so added, in like Manner as he might have done if all the Persons summoned to attend as Special Jurymen on such Inquiry had attended thereat.

XXXIX. And whereas by the said recited Act it is enacted, that upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury in manner therein mentioned, for the Purchase of any Lands, Rent or other Charge, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages, absolute or continuous, as therein mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money or Compensation respectively; or if the Persons so respectively entitled or interested as aforesaid or any of them cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands, to the Satisfaction of the said Company; or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same; then, upon Payment of the said Money into the Bank of *England*, as by the said recited Act directed and required, for the Use of the Persons respectively entitled thereto, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Recompence as aforesaid, which any Corporation, Trustee, or Person under Disability is thereby capacitated to convey, upon Payment of such Money into the Bank as therein directed, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall (save and except in such Cases and so far as in or by any of the Provisions or Enactments of that Act is directed or provided to the contrary,) thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of that Act; and that such Payment or Tender, Investment and Conveyance, or Deposit in the Bank of *England*, shall not only bar all the Right, Title, Interest, Claim, and Demand of such Parties as aforesaid, and operate as a Merger of all outstanding Terms of Years, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder or otherwise, and all Rights, Titles, Limitations, and Trusts of every other Person whomsoever therein, save and except as aforesaid: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to bore under, dig, or cut into such Lands for the Purpose of making the said Railway or other Works thereby authorized to be made (save for the Purpose of ascertaining and setting out the same for the Purposes of that Act) without the previous Consent of the Owners and Occupiers thereof

Repeal of Provisions in recited Act as to Power of entering Lands on Payment or Tender of Purchase Money.

respectively in Writing under their respective Hands: Provided also, that it shall not be lawful for the said Company to make such Entry, after Demand made of such Purchase Money, Compensation, Costs, or Expences by the Party entitled thereto, and Default made by the said Company in Payment thereof, unless such Payment shall be delayed by any Act, Neglect, or Default of the Party entitled thereto; and moreover, that if such Default in Payment be continued for the Space of Twelve Calendar Months after any such Demand, unless such Payment shall be so delayed by the Acts, Neglect, or Default of the Party entitled thereto as aforesaid, the compulsory Right and Power of the said Company to make or enforce Purchase of any such Lands, Rent or other Charges as aforesaid, or to take or use such Lands, in respect of the Purchase Money, Value, or Compensation, or Costs or Expences, for or relating to which such Default of Payment shall be made as aforesaid, and all their Authorities and Privileges in that Behalf under or by virtue of that Act, shall absolutely cease and determine, but subject nevertheless and without Prejudice to the Liability of the said Company to pay all such Compensation Money, and Costs or Expences, and all other Monies whatsoever, so agreed upon, ascertained, or awarded as aforesaid, save and except only such Purchase Money or Value, and to all Rights and Remedies whatsoever for the Recovery and enforcing Payment of the same Compensation and other Monies, Costs and Expences: And whereas it is expedient that the said recited Enactment should be repealed, and that other Provisions should be enacted in lieu thereof; be it therefore enacted, That the same shall be and the same is accordingly hereby repealed.

New Enactment respecting the Power to enter Lands, &c. on Payment or Tender of Purchase Money.

XL. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner in the said recited Act mentioned, for the Purchase of any Lands, Rent or other Charge, for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money; or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable from any Cause whatever to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company; or if any Party entitled unto or to convey such Lands shall not be known, or shall die after such Agreement or Award, or shall be absent from *England*, or shall refuse, neglect, or be unable from any Cause to convey the same; then, upon Payment of such Money into the Bank of *England*, as in the said recited Act directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, Rent or other Charge, which any Corporation, Trustee, or Person under Disability is by the said recited Act capacitated to convey, upon Payment of such Money into the Bank of *England*, as in the said recited Act is directed, to an account *ex parte* "The Eastern Counties Railway Company," then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money

Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said recited Act and this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this or the said recited Act, except as hereafter mentioned, without the previous Consent of the Owners and Occupiers thereof respectively: Provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands, for the Purpose of setting out and marking by Stakes the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, (but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof;) with the Consent of the Occupiers thereof, or otherwise at such reasonable Times only, and under such Regulations and Restrictions, as shall be authorized and imposed by any Justice of the Peace acting for the District within which such Lands or any Part thereof may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line, and the Nature of the Soil thereof, whether by the Destruction of Timber, boring, Excavation, or otherwise; such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the District where the said Lands may lie.

XLI. And be it further enacted, That in all Cases where by the said recited Act the said Company are authorized and empowered to enter upon and take possession of any Lands required for the Purposes of the said Railway, and the Owner or Occupier of any of the said Lands or any other Person shall refuse to give up the Possession thereof, or shall hinder or prevent the said Company from entering upon or taking possession of the same, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company for the Time being, to the Sheriff of the County in which any such Lands shall be situate, to deliver possession of the same to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver possession of any such Lands accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to deliver possession by Distress and Sale of his Goods and Chattels.

Sheriff may be authorized to deliver possession of Lands required for the Work.

XLII. And

Compensation to be made for temporary Damage.

XLII. And be it further enacted, That whenever, under the Powers of the said recited Act, the said Company shall have occupied or shall hereafter occupy any Land for temporary Purposes, the said Company shall pay to the Owner and Occupier of the said Land for the Time being full Compensation for the Occupation of the same, and for any temporary Damage such Owner and Occupier may sustain in consequence of the Occupation of the same; the Amount of which Compensation, whether the same shall exceed or be less than Twenty Pounds, shall be settled, judged of, and determined, from Time to Time as such Compensation shall be claimed, by any Two Justices acting for the District in which such Land may lie, and shall be recovered in the same Manner as Damages to a small Amount are directed to be recovered by the said recited Act: Provided always, that the permanent Injury or Damage (if any) which may be done to the said Lands shall be settled as directed by the said recited Act.

As to Width of Roads carried over or under the Railroad.

XLIII. And be it further enacted, That, for and notwithstanding any thing in the said recited Act contained to the contrary, where any Bridge shall be erected by the said Company after the passing of this Act, for the Purpose of carrying the said Railway over any existing public Carriageway not being a Turnpike Road, the Span of the Arch of such last-mentioned Bridge shall be formed and at all Times continued of such Width as to leave a clear and open Space under every such Arch of not less than Twenty Feet; and where any Bridge shall hereafter be made for carrying any public Carriage Road not being a Turnpike Road over the said Railway, such Bridge shall be of the Width of Twenty Feet at least between the Fences thereof; and the Descent under any Bridge to be made by the said Company over any private Occupation Road shall not be less in any Case than One Foot in Fifteen Feet.

Justices may award Costs in certain Cases to Parties on whose Application they may order Bridges, &c. to be made.

XLIV. And whereas by the said recited Act the said Company are required to make such and so many Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over and under or by the Side of or leading to or from the said Railway as any Two or more Justices of the Peace acting for the Counties therein mentioned shall upon the Application of the Owner or Occupier of any Lands judge necessary and appoint (in case there shall be any Dispute about the same); and it is expedient that in all such Cases of Dispute where the said Justices shall direct any such Gate, Bridge, Window, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage to be made by the said Company they should also be empowered to award reasonable Costs to the Party applying for the same, for his Loss of Time, Trouble, and Expences in making such Application: Be it therefore enacted, That whenever, under the Provisions of the said recited Act, any Owner or Occupier of Lands intersected by the said Railway shall apply to the said Company to make any Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage, for the Convenience, Use, and Occupation of the said Lands, or for the Protection thereof, and that the said Company shall refuse or neglect to make the same, if, on the Application by the said Owner or Occupier to any Two or more Justices, as in the said recited Act mentioned, the said Justices shall direct any such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch,

Ditch, Drain, or Passage to be made by the said Company, the said Justices shall also have Power to award such reasonable Costs to the Land Owner or Occupier making such Application, for his Loss of Time, Trouble, and Expence in making such Application to them, as to such Justices shall seem proper and the Circumstances of the Case shall warrant; which Costs may be recovered and levied by the Party entitled thereto in like Manner as Damages to a small Amount are by the said recited Act directed to be recovered and levied.

XLV. And whereas by the said recited Act it is enacted, that if the said Company and the Owners or other Persons interested in Lands purchased by them cannot agree as to the Amount of the Costs, Charges, and Expences of the Title to such Lands as therein mentioned, the same shall be ascertained by the Court of Exchequer, and that the said Company shall not be at liberty to enter into Possession of the Lands so purchased by them until they shall have deposited the Amount claimed in respect of such Costs, Charges, and Expences in the Hands of some Banker to be appointed by the Party with whom such Dispute shall arise, or shall have deposited in the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Eastern Counties Railway Company," pursuant to the Method prescribed by the Act therein mentioned passed in the First Year of the Reign of His late Majesty King *George* the Fourth, to be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: And whereas it is expedient that the said recited Provisions should be repealed and amended; be it therefore enacted, That the same shall be and the same are hereby repealed; and in lieu thereof, be it further enacted, that if the said Company, and the Owners or other Persons as aforesaid interested in Lands purchased by the said Company, cannot agree as to the Costs, Charges, and Expences of the Title to such Lands as in the said recited Act mentioned, the same shall be ascertained by the Court of Exchequer, and the said Company shall not be at liberty to enter into Possession of the Lands so purchased until they shall have deposited the Amount claimed in respect of such Costs, Charges, and Expences in the Hands of some Banker to be agreed on between them and the Party with whom such Dispute shall arise, or in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The Eastern Counties Railway Company," pursuant to the Method prescribed by the said Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences.

As to Payment of Money claimed in respect of Costs of Title.

XLVI. And whereas it is expedient to make further and more effectual Provision for preventing Accidents upon the said Eastern Counties Railway; be it therefore further enacted, That if any Person shall wilfully or maliciously fix, throw, place, scatter, drop, or leave any Iron, Stone, Gravel, Rubbish, or any other Matter or Thing whatsoever upon any Part of the said Railway, or shall wilfully or maliciously do any other Act, Matter, or Thing to obstruct the Passage of the said Railway, such Person, and every Person counselling, [Local.] 23 O aiding,

Penalty on Persons obstructing the free Course of the Railway.

aiding, or assisting therein, shall be deemed guilty of an indictable Misdemeanor, and, being convicted thereof before any Court of Quarter Sessions or Court of Assize, shall, at the Discretion of such Court, be imprisoned and kept to hard Labour for any Term not exceeding Two Years.

Gates to be
shut.

XLVII. And be it further enacted, That all Occupiers of Lands for the Occupation whereof (either alone or together with any other Lands) any Gate or Gates shall have been or shall be erected or put up by the Side of the said Eastern Counties Railway shall keep such Gates constantly shut and fastened (except only during such Time as must necessarily be from Time to Time occupied in passing through the same for the Occupation of the said Lands), and every Occupier neglecting so to do shall forfeit and pay any Sum not exceeding Twenty Shillings for every such Offence.

Appeal
against Rates.

XLVIII. And be it further enacted, That if the said Eastern Counties Railway Company shall think themselves aggrieved by any Rate, Assessment, or Charge for or towards the Relief of the Poor, or for any other Purpose mentioned in the several Acts of Parliament relating to the Poor, or by any Church Rate, Highway Rate, or any other Parochial or such like Rate, Assessment, or Charge, it shall and may be lawful for the said Company to appeal against such Rate, Charge, or Assessment to the Justices and to the General Quarter Sessions of the Peace for the County, Division, or Place having Jurisdiction over the Parish, Township, or Place for which any such Rate, Charge, or Assessment is or may be made; and such Appeal may be made either to the next practicable Session after the making Allowance or Publication of any such Rate, Assessment, or Charge, or to any subsequent Session not later than the next practicable Session after the Amount of any such Rate, Assessment, or Charge shall have been demanded from the Clerk, Treasurer, or One of the Directors of the said Company; and the Justices in Sessions, and also all other Courts, Justices, and Persons, shall have the same Power and Authority for Relief of the Appellants in any such Appeal as if such Appeal had been made immediately upon the making Allowance or Publication of any such Assessment, Rate, or Charge: Provided always, that such Demand may be made by Letter addressed to the Clerk of the said Company and sent by the Post.

Repeal of
Clause
respecting
the Limitation
of
Actions.

XLIX. And whereas by the said recited Act it is enacted, that no Action, Suit, or Information, nor any other Proceeding of any Nature soever, shall be brought, commenced, or prosecuted against any Person or Corporation, for any thing done or omitted to be done in pursuance of the said recited Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed in or by the said recited Act, unless Twenty-one Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Cause of Action shall arise, or in case there shall be a Continuation of Damage then within Six

Calendar

Calendar Months next after such Cause of Action shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where such Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give the said recited Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts or Things were done or omitted to be done in pursuance of or by the Authority of the said recited Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information or other Proceeding shall have been brought otherwise than as therein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases: And whereas it is expedient that the said recited Enactment should be repealed; be it therefore enacted, That the same shall be and the same is hereby accordingly repealed.

L. And whereas by the said recited Act it is enacted, that it shall be lawful for Two or more Justices of the Peace acting for the respective Counties through which the Railway is intended to pass, and they are thereby required from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company in Writing for that Purpose, to be Special Constables within the Limits of the respective Jurisdictions of such Justices upon the said Railway and other Works, and every Person so appointed is by the said recited Act required to make a Declaration in due Form of Law, as therein mentioned, before any of the said Justices of the Peace, duly to execute the Office of Constable for the said Premises, and every Person so appointed as aforesaid is thereby empowered to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the Premises of or belonging to the said Company, and within Five hundred Yards thereof, without reference to any Parochial or County or other Division or Boundary, and to have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges, for the apprehending Offenders as well by Night as by Day, and for doing therein all Acts, Matters, and Things, for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed had at the Time of the passing of the said Act by the Laws and Statutes of the United Kingdom; and the said Justices and Three or more Directors of the said Company are by the said recited Act empowered to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed

Repeal of
Clause au-
thorizing Jus-
tices to ap-
point Special
Constables.

dismissed or removed are by the said recited Act declared wholly to cease : And whereas it is expedient that the said recited Enactment should be repealed, and other Provisions substituted in lieu thereof; be it therefore enacted, That the same shall be and the same is hereby accordingly repealed.

New Enactment authorizing Justices to appoint Special Constables.

LI. And be it further enacted, That it shall be lawful for a Majority of the Justices of the Peace assembled at some Petty Sessions of any District where the said Railway shall be in progress, and they are hereby required, to appoint from Time to Time such fit and proper Persons as may be named to them by the said Company and as they shall think proper to be Special Constables within the said Railway and other Works and every or any Part thereof during the Progress thereof; and every Person so appointed shall make a solemn Declaration, to be administered by any one Justice of the Peace, duly to execute the Office of Constable within the Limits hereafter mentioned ; and every Person so appointed, and having made such Declaration as aforesaid, shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Railway and other Works, and within Half a Mile therefrom, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom ; and in case the said Company shall fail to nominate to the said Justices a sufficient Number of fit and proper Persons to be appointed by them as Constables, upon being required so to do, the said Justices may, within Seven Days after such Default, nominate any Person or Persons whom they may think proper to act as Constables as aforesaid ; and it shall be lawful for any Two Justices to dismiss or remove any such Constable from his Office of Constable, and to appoint another fit and proper Person in his Stead, to be nominated by the said Company as aforesaid, or in case of their Default as aforesaid then to be nominated by the said Justices ; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease ; and every Person so appointed by such Justices as aforesaid shall, during such Time as he shall act as Constable for the Purposes aforesaid, receive from the said Company such reasonable Salary as the said Justices shall appoint, and such Salary shall be payable at such Times and in such Manner as the said Justices shall appoint, and shall be recoverable in the same Manner as Damages to a small Amount are by the said recited Act directed to be recovered.

Justices and Constables may exercise their Offices in all Counties through which Railway passes.

LII. Provided always, and be it further enacted, That for the Purposes last aforesaid the Justices of all Counties through which the said Railway shall be made, or in which the Works thereof shall be proceeding, shall have the same Jurisdiction in any adjoining County through or in which the said Railway or Works shall be made or proceeding as the Justices of such adjoining County, and all Special Constables

stables to be appointed by the Justices of any of such Counties, may and shall exercise their Office of Constables in all such Counties as aforesaid.

LIII. And be it further enacted, That the Rates or Tolls and Charges by the said recited Act authorized to be taken and made for the Use of the said Railway, or for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate *per* Mile, or *per* Ton *per* Mile, or after any other Manner in which such Tolls, Rates, and Charges are by the said recited Act directed or authorized to be taken or charged throughout the whole of the said Railway, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, and no Reduction or Advance in any of the Rates or Tolls by the said recited Act allowed, or in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Company or Person, or be confined to any particular Part of the said Railway, but every Reduction or Advance in any Rate, Toll, or Charge to be taken by the said Company, in respect of Passengers, or any Description of Goods, Carriages, or Animals, carried on the Railway, or for the Use of any locomotive Power or Carriage, shall extend to and take place at the same Time throughout the whole and every Part of the said Railway, in respect of such Passengers, Goods, Carriages, Animals, or locomotive Power, as the Case may be.

Rates to be charged equally.

LIV. And be it further enacted, That in all Cases in which the said Company shall carry for their own Benefit 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 have been received, or 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 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 *January* and *July* in each Year; and if the said Company shall refuse or neglect to keep such Accounts, or to permit such Inspection thereof as aforesaid, they shall forfeit and pay to each Overseer who shall demand the said Accounts or either of them, or who shall be refused the Inspection of the same or either of them, for every such Neglect or Refusal to keep such Accounts, the Sum of Three hundred Pounds, and the further Sum of Fifty Pounds *per* Day for every Day during which the Neglect or Refusal to permit such Inspection may continue; such Penalties to be recoverable by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*,
[*Local.*] 23 P and

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

and to be applied for the Benefit of the Poor of the Parish within which such Neglect or Refusal may occur, and in such Manner as the Overseers of the Poor of the said Parish shall direct.

For preventing the Railway Company from bringing Coals into the City of Norwich without Payment of the Duties secured to the Corporation by the Act 12 G. 1. c. 15.

5 & 6 W. 4. c. 76.

LV. And whereas by an Act passed in the Twelfth Year of the Reign of His late Majesty King George the First, intituled *An Act for repairing the Walls, Gates, and other public Works in the City of Norwich, and several Bridges in and near the said City, and for amending the Roads therein mentioned*, it was enacted, that at all Times, from and after the First Day of May One thousand seven hundred and twenty-six, there should be paid to the Mayor, Sheriffs, and Commonalty of the said City of *Norwich*, the then Name of the Corporate Body of the said City, or to such Person or Persons as they should appoint to collect the same, by every Master or other Person or Persons having the Command, Rule, Management, or working of any Boat, Keel, Wherry, Lighter, Hoy, or other Vessel which should pass up the common River, meaning the River *Wenson* commonly called the *Yare*, higher than *Thorpe Hall* in *Thorpe* next *Norwich*, towards *Norwich*, the Tolls and Duties therein mentioned upon the Goods and Merchandize therein also mentioned, with such Powers for the Recovery thereof as are therein mentioned or referred to : And whereas under and by virtue of the Provisions of an Act of Parliament passed in the Fifth and Sixth Years of the Reign of His late Majesty King William the Fourth, intituled *An Act to provide for the Regulation of Municipal Corporations in England and Wales*, the Name or Title of the Body Corporate of the said City of *Norwich* hath been changed from that of "The Mayor, Sheriffs, Citizens, and Commonalty of the City of *Norwich*" to that of "The Mayor, Aldermen, and Burgesses of the Borough and City of *Norwich*," by which Name or Title the said Body Corporate is thereby made capable in Law, by the Council of the same Borough and City, composed and elected as therein mentioned, to do and suffer all Acts which the said Body Corporate, at the Time of passing the said last-mentioned Act, could lawfully do or suffer by their said former Name or Title of Incorporation : And whereas the said Tolls and Duties would be evaded if the Goods and Merchandizes mentioned in the said Act of the Twelfth Year of King George the First could be brought nearer to *Norwich* than *Thorpe Hall* aforesaid, by means of the said Railway, without Payment of such Tolls or Duties ; be it therefore enacted, That the like Tolls or Duties as shall for the Time being be payable to such Person or Persons as the Mayor, Aldermen, and Burgesses of the Borough and City of *Norwich* shall direct or appoint to receive the same, on the Goods and Merchandize in the said Act mentioned, brought by the said common River, meaning the said River *Wenson* otherwise called the *Yare*, nearer to *Norwich* than *Thorpe Hall* aforesaid, shall be paid in like Manner on all such of the same or the like Kind of Goods and Merchandize as shall be brought by the Railway hereby authorized to be made nearer to *Norwich* than a Point or Place determined by the Intersection of the Railway by a Line drawn from *Thorpe Hall* aforesaid and running due South ; and the same Tolls or Duties shall be payable to such Person or Persons, at such Place or Places, in such Manner, and under such Regulations as the Council of the Body Corporate of the said Borough and City of *Norwich* shall from Time to Time direct or appoint, with such and the same Powers and Authorities

thorities for giving Receipts for and for enforcing or recovering Payment of the same Tolls or Duties as are given or vested in the Mayor, Aldermen, and Burgesses of the said Borough and City of *Norwich*, or in the Council of the same Body Corporate, under or by virtue of the said Acts of Parliament of the Twelfth Year of the Reign of King *George* the First, and the Fifth and Sixth Years of His late Majesty King *William* the Fourth, herein-before in part recited, or either of them, in respect of the like Tolls or Duties on the said Goods and Merchandize in the said Act of the Twelfth Year of His said late Majesty King *George* the First mentioned, brought by the said River nearer to *Norwich* than *Thorpe Hall* aforesaid: Provided always, that nothing herein contained shall extend to prevent the said Railway Company, their Workmen and Agents or other Persons using the said Railway, pursuant to the Powers contained in the said recited Act or this Act, from bringing by the said Railway to any Point of the said Railway nearer to *Norwich* than the said Point or Place determined by the Intersection of the Railway with the Line drawn as before mentioned, or near thereunto, all such Quantities of Coals or Coke from Time to Time as shall be required to be used and shall be *bonâ fide* used for the Purposes of the Engines of the said Company used on the said Railway, without any such Toll or Duty as aforesaid being payable in respect of such Coals or Coke: Provided always, nevertheless, that if any Coals or Coke brought nearer to *Norwich* than the said Point or Place determined by the Intersection of the Railway by the Line aforesaid, without the Tolls or Duty being paid in respect thereof according to the Provisions herein-before contained, shall be used otherwise than for the Purposes of the Engines of the said Company on the said Railway, the said Company shall in such Case for every Ton of such Coals so brought and otherwise used forfeit and pay to the said Mayor, Aldermen, and Burgesses of the said Borough and City of *Norwich* the Sum of One hundred Pounds, to be recovered by Action of Debt, Bill, Complaint, or Information in any of Her Majesty's Courts of Record at *Westminster*.

LVI. And be it further enacted, That inasmuch as it may tend to the Convenience of the said Company if a Composition were to be paid to the said Mayor, Aldermen, and Burgesses, in lieu of the Tolls and Dues to be imposed upon the said Company, in respect of the Goods and Merchandize brought by the said Railway, it shall and may be lawful for the said Company and they are hereby empowered from Time to Time to compound with the said Mayor, Aldermen, and Burgesses of the said Borough and City of *Norwich* for the said Tolls and Dues, at such Sum or Sums of Money, and upon such Terms, and for such Time as may be mutually agreed upon, and to make and enter into any Contract or Agreement with the said Mayor, Aldermen, and Burgesses (and which Contract and Agreement the said Mayor, Aldermen, and Burgesses are hereby empowered to make and enter into,) for that Purpose, and that every such Contract or Agreement may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the said Company and the said Mayor, Aldermen, and Burgesses may respectively think advisable and mutually agree upon.

Enabling the Railway Company to compound with the Corporation for their Duties on Coals.

LVII. And

For preventing Frauds on the Carriers on the Railway.

LVII. And be it further enacted, That if any Person who has (personally or by some other Party) at any Time taken a Place or Seat, or paid the Fare, or been booked for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Company, or any other Company or Person using the said Eastern Counties Railway, from one Place to another Place, shall knowingly and wilfully refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare or been booked or taken his Place or Seat, or shall knowingly and wilfully ride or proceed, or attempt to ride or proceed, in the same, or in any other Coach or Carriage, to a Place more distant than that to which he or she shall have so taken a Place or Seat or paid the Fare or been booked, without previously paying to the said Company or other Company or Person as aforesaid the additional Fare or Price of Carriage to such more distant Place; or if any Person or Persons shall at any Time hereafter knowingly and wilfully ride or be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway, without having previously paid to the said Company or other Company or Person aforesaid his Fare, or the Charge for his Carriage; every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said recited Act; and if any Person or Persons shall be discovered in or after the Commission or Attempt to commit any such Offence as aforesaid, it shall be lawful for all Officers and Servants and other Persons, on behalf of the said Eastern Counties Railway Company, or other Company or Person as aforesaid, and for all Constables, Gaolers, and Peace Officers, to apprehend and detain every such Person until he, she, or they can be conveniently taken before some Justice of the Peace, or until he, she, or they be otherwise discharged by due Course of Law.

Company may contract with Thames Haven Railway Company.

LVIII. And whereas the Line of the *Thames Haven Railway* joins the Line of the said Eastern Counties Railway at a Place called *Romford*, about Twelve Miles from *London*, and it is expedient that the *Thames Haven Dock and Railway Company* should be enabled to charge after the same Rate *per Mile* in respect of their Traffic passing on the Eastern Counties Railway between *Romford* and *London* aforesaid as on the Line of the said *Thames Haven Railway*; be it therefore enacted, That it shall be lawful for the said Eastern Counties Railway Company to contract and agree with the said *Thames Haven Dock and Railway Company* for the Admission of the Engines, Carriages, and Traffic coming from and going to the said *Thames Haven Railway* between *Romford* and *London* aforesaid, at such annual or other Sum in gross as to them shall seem expedient; and after such Agreement shall have been made the said *Thames Haven Railway Company* shall be entitled to demand, receive, and take such and the same Tolls, Rates, and Sums *per Mile* for and in respect of their Engines, Carriages, and Traffic passing on the said Eastern Counties Railway, between *Romford* and *London* aforesaid, as they shall be entitled to demand and take for and in respect of their Engines, Carriages, and Traffic passing on the said *Thames Haven Railway*; and for such Purpose only the said last-mentioned Portion of the said Eastern Counties

Counties Railway shall be considered as forming Part of the said *Thames Haven Railway*, and any Reduction or Advance of Tolls, Rates, or Sums on the said *Thames Haven Railway* shall, in respect of the Engines, Carriages, and Traffic passing to and from any Portion of that Railway situate distant more than Five Miles from *Romford*, and belonging to the said *Thames Haven Dock and Railway Company*, take place also on the Line of the said Eastern Counties Railway between *Romford* and *London* aforesaid: Provided always, that if the said *Thames Haven Dock and Railway Company* shall carry any Engines, Persons, or Goods upon any Part of the said Eastern Counties Railway, without carrying them at least Five Miles also on the Line of the *Thames Haven Railway*, they shall charge for that Portion of the Eastern Counties Railway on which they may travel, after the same Rate *per Mile* as is charged by the said Eastern Counties Railway Company: Provided always, that nothing herein contained shall extend to authorize the said Eastern Counties Railway Company to contract with any other Company or Person than the said *Thames Haven Dock and Railway Company* for the Carriage of their Traffic upon other Terms than by the said recited Act directed: Provided also, that all the Clauses, Regulations, Penalties, and Provisions in this or the said recited Act contained, with regard to the Rates and Charges to be taken by the Eastern Counties Railway Company, (except so far as regards the Amount thereof,) and to the Account thereof to be kept by the said Company, or in any other Manner relating to such Rates or Charges, shall extend and apply to the Traffic of the said *Thames Haven Dock and Railway Company* passing on the said Eastern Counties Railway; and the said *Thames Haven Dock and Railway Company* shall in all Things conform to and abide by such Clauses, Regulations, and Provisions, except as aforesaid, and be subject to the same Penalties for Breach thereof, in like Manner as though the said Portion of the Eastern Counties Railway between *Romford* and *London* formed Part of the said *Thames Haven Railway*, and that the said Clauses, Regulations, Penalties, and Provisions (except as aforesaid) had been enacted in the Act relating to the said last-mentioned Railway.

LIX. And whereas it is by the said recited Act enacted, that in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity upon the said Company, personal Service thereof upon the Clerk or Secretary of the said Company, or leaving the same at any Office of the said Company, or of such Clerk or Secretary, or delivering the same to some Inmate at such Office of the said Company, or at the last or usual Place of Abode of such Clerk or Secretary; or in case the same respectively shall not be found or known, then personal Service thereof upon any one Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Director, shall be deemed good and sufficient Service of the same respectively on the said Company: And whereas it is expedient that such Provision should be repealed; be it therefore enacted, That the same shall be and is hereby repealed; and in lieu thereof, be it further enacted, that in all Cases in which it may be necessary to give or serve any Summons or

Serving of
Notices on
the Com-
pany.

[Local.]

23 Q

Demand,

Demand, Writ, or other Proceeding at Law or in Equity, or otherwise howsoever upon the said Company, the same shall be given to or served upon or left at the usual Place of Abode of the Clerk or Secretary of the said Company, or in case there shall be no such Clerk or Secretary, then the same shall be given to or served upon or left at the usual Place of Abode of some one of the Directors of the said Company, and such Service shall be deemed good and sufficient Service on the said Company.

Company
empowered
to borrow
when One
Half of Capi-
tal is paid up.

LX. And whereas by the said recited Act the Capital of the said Company is limited to the Sum of One million six hundred thousand Pounds, to be divided into Shares of Twenty-five 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 a further Sum of Five hundred and thirty-three thousand three hundred and thirty-three Pounds, by way of Mortgage on the Security^a 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 such 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 Five hundred and thirty-three thousand three hundred and thirty-three Pounds, or any Part thereof, by all or any of the Means authorized by the said recited Act for that Purpose, when and so soon as one Moiety of the said Capital of One million six hundred thousand Pounds shall have been paid up, with all the same Powers and Authorities for that Purpose as the said Company or Directors respectively might have exercised under the said recited Act if the whole of the said Capital had been paid up and found insufficient for the Purposes thereof.

Authorizing
Ecclesiastical
Persons to
hold Shares.

LXI. And be it further enacted and hereby declared, so as to operate retrospectively as well as prospectively, That any Clerk, Clergyman, or Ecclesiastical Person or Body whatever is and has been and shall be legally competent to, and can or may purchase, hold, or enjoy, and dispose of any Share or Shares already or hereafter to be created in the said Company, or the Capital Stock and Profits thereof, in like Manner and subject to the same Conditions as any other Body or Person is by this or the said recited Act authorized, and without being liable to any Penalty or Forfeiture or other Consequence by reason thereof; and the said Company may sue and be sued, and enjoy the same Privileges and Immunities, as they are or would be entitled to if no such Clerk, Clergyman, or Ecclesiastical Person or Body was or had been a Shareholder in the said Undertaking, any Law, Statute, Usage, or Custom to the contrary thereof notwithstanding: Provided always, that no such Clerk, Clergyman, or Ecclesiastical Person shall be capable of acting as a Director or otherwise in the Management of the Affairs of the said Company.

Five Direc-
tors to go out
of Office an-
nually after
1841.

LXII. And be it further enacted, That at the General Meeting to be held in the Month of *February* in every Year succeeding the Year One thousand eight hundred and forty-one Five of the Directors of the said Company who have been longest elected shall go out of Office, and their Places be supplied in like Manner as the Places of Directors

Directors going out of Office at the Meetings to be held in the Month of *February* in the Years preceding the Year One thousand eight hundred and forty-one.

LXIII. And be it further enacted, That at all General and Special General Meetings to be held by virtue of the said recited Act all Corporations and Persons who shall respectively have duly subscribed for or become the Proprietors of Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, when absent, may vote as herein-after mentioned by their respective Proxies constituted under the Seals of such Bodies or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person, any thing in the said recited Act contained to the contrary notwithstanding; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted and other Circumstances will admit; (that is to say,)

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

Proprietors may vote by Proxy.

Form of Proxy.

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

Proxies to be transmitted to Secretary of Company.

LXV. Provided also, and be it further enacted, That all General and Special General Meetings of the Proprietors held under the Authority of the said recited Act, and also the ordinary Meetings of the Board of Directors of the said Company, shall be held in the City of *London*, or within Two Miles thereof.

All Meetings of Proprietors and of Directors to be held in London.

LXVI. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to purchase or hire any Buildings or Lands not exceeding Ten Acres in Amount, in addition to the Lands authorized to be purchased by the said Company under the Powers of the said recited Act, for the Purpose of Depôts, Warehouses, or Offices, or for the Purpose of erecting Warehouses or Offices thereon, adjoining to or at a Distance not exceeding Five Miles from the said Railway, in Fee Simple, or on a Building Lease, or for a Term of Years, or from Year to Year, and for that Purpose to enter into all such Arrangements, Contracts, Deeds, Covenants, and Instruments

Power to take Offices on Lease or otherwise.

ments as they may be advised are necessary, and for that Purpose to affix the Seal of the said Company to any of such Instruments which shall be binding upon the said Company and their Successors, and may also, at their own Expence, erect and build upon, or contract for the Erection upon such Lands so to be bought or hired as aforesaid, such Offices or Buildings for the Use of the said Company as shall to them seem meet and desirable, and to sell or dispose of the same from Time to Time as they may think proper, and again from Time to Time to purchase or hire other Buildings or Lands for the like Purposes, and to erect and build thereon as aforesaid, and to execute all proper Deeds and Conveyances respecting the same, as the said Company may deem advisable or expedient.

Railway not
to be brought
into the City
of London.

LXVII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company to extend the said Railway or the Works and Buildings connected therewith to or within the City of *London* and the Liberties thereof.

For defraying
Expences of
the Act.

LXVIII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act 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, in preference to any other Payment whatsoever.

Public Act.

LXIX. 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.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1838.