CHAP. cl.

An Act for enabling the East London Railway Company to abandon parts, and to alter the Levels of other parts, of their authorised Railways; and for other purposes. A.D. 1871.

[24th July 1871.]

WHEREAS by the East London Railway Act, 1865 (herein-after called "the Act of 1865"), the East London Railway Company (in this Act called "the Company") were incorporated and empowered to construct a main line of railway (herein-after called "the main line"), commencing by a junction with the Great Eastern Railway in the parish of St. Matthew, Bethnal Green, in the county of Middlesex, and passing through the Thames Tunnel, and terminating by a junction with the London, Brighton, and South Coast Railway, in the parish of St. Paul, Deptford, in the county of Surrey: 28 & 29 Vict. c. li.

And whereas by the East London Railway (Additional Powers) Act, 1866, the Company were empowered to construct the Great Eastern Up Junction and the Brick Lane Junction, therein respectively described: 29 & 30 Vict. c. clxxx.

And whereas the Company are desirous of abandoning the said last-mentioned junctions, together with the portion of the main line connected therewith herein-after described, to which the Great Eastern Railway Company are willing to consent, provided a convenient junction be constructed in lieu thereof:

And whereas the Company have constructed and opened for traffic so much of the main line as extends from the north end of the Thames Tunnel to the London, Brighton, and South Coast Railway:

And whereas the remaining portion of the main line, other than that which is by this Act authorised to be abandoned, is intended to be constructed below the surface of the ground, and it is expedient that the Company be empowered to alter the levels thereof as in this Act provided, and to acquire an easement or right of tunnelling under instead of purchasing absolutely and taking the lands, houses,

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and buildings through and under which the same is intended to be made; and it is also expedient that provision should be made for securing the stability of the houses and buildings which may be interfered with in the execution of the Company's railways, but which the Company do not require to purchase absolutely for the purposes thereof:

And whereas by an agreement which is scheduled to and confirmed by the East London Railway Act, 1865, and made between certain persons therein referred to as the promoters, of the one part, and the London and Saint Katharine Docks Company, of the other part, provisions were made with reference to the mode of construction through the property of the said Docks Company of a portion of the main line which was intended to intersect the same:

And whereas it has been deemed expedient to enable the London and Saint Katherine Docks Company (if in their absolute and uncontrolled discretion they shall so think fit) to consent to such variations of the said scheduled agreement as may be necessary in order to admit of the construction of the main line through their property in a mode and on levels other than the mode and levels contemplated by the said agreement, and (in the event of their so consenting) to authorise the Company to construct the same in such other mode and on such levels, and also in order to admit of the reduction of the amount of compensation therein specified to be paid by the Company to the said Docks Company:

And whereas the alteration of the levels of the main line by this Act conditionally authorised will involve an alteration of the levels of a portion of the railway also authorised by the East London Railway Act, 1865, and therein described as Railway No. 2, City Branch, but herein-after referred to as "the City Branch," and amended sections, showing the said respective alterations of levels (herein-after referred to as "the amended sections"), have been deposited with the clerk of the peace for the county of Middlesex:

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

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

Short title.

1. This Act may be cited for all purposes as the East London Railway Act, 1871.

Interpretation of terms.

2. In this Act the several words and expressions to which in any Act any provisions of which are extended to this Act meanings are assigned shall have the same respective meanings; the expression

"the Company" means the East London Railway Company; the expression "the Docks Company" means the London and Saint Katharine Docks Company; the expression "the scheduled agreement" means the said agreement between the promoters and the Docks Company, which is scheduled to the East London Railway Act, 1865, including the terms of arrangement scheduled to such agreement; and in construing in connexion with this Act the Railways Clauses Consolidation Act, 1845, the expression "parish clerks" in that Act shall, as regards those parishes or extra-parochial places in which, by the standing order of either House of Parliament, plans, sections, and other documents are required to be deposited with the vestry clerk of the parish, or with the clerk to the district board of works for the district in which the parish or extra-parochial place is included, mean in the first case the vestry clerks of those parishes, and in the second case the clerks of those district boards.

Abandonment of portions of authorised undertaking.

3. If the Company obtain power by any Act to be passed in the next or the following session of Parliament to construct a new and convenient junction railway in substitution for the said Great Eastern Up Junction and Brick Lane Junction, between their railway and the main line of the Great Eastern Railway, the line of such new junction railway to be agreed upon between the Company and the Great Eastern Railway Company, or failing agreement to be settled by an arbitrator to be appointed by the Board of Trade on the application of either party, then immediately on the passing of the Act authorising such new junction of railway the Company may and shall abandon and relinquish the construction of the said Great Eastern Up Junction and the said Brick Lane Junction, respectively authorised by the East London Railway (Additional Powers) Act, 1866, and also of so much of the main line authorised by the East London Railway Act, 1865, as extends from its authorised commencement to the point where it was intended to be constructed under the main line of the Great Eastern Railway.

Compensation for damage to land by entry, &c. for purposes of abandoned railways.

4. The abandonment by the Company, under the authority of this Act, of the before-mentioned portion of railway and junctions respectively shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance with the provisions in that behalf of the Railways Clauses Consolidation Act, 1845, for such temporary occupation, or for any loss, damage, or

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injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act or in the said herein-before mentioned Acts of the Company.

Compensation for non-completion of contracts in respect of abandoned railways.

5. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the portion of railway and junctions respectively authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

As to variations of Dock Company's agreement.

6. The Docks Company and the Company may, if they respectively think fit, from time to time hereafter, by agreement under their respective common seals, vary, alter, or add to the scheduled agreement in all or any of its particulars: Provided (first) that, except in so far as by any such future agreements may be agreed, nothing in this Act contained shall prejudice, vary, or affect the scheduled agreement, or authorise anything to be done, permitted, or omitted in contravention thereof; and (secondly) that nothing in this Act contained shall involve or imply, or be deemed to involve or imply, any duty or obligation on the part of the Docks Company to enter into any agreement which, in their absolute and uncontrolled discretion, they may deem inexpedient.

Alterations of levels in portions of authorised railways.

7. Subject to the provisions of this Act, and to the powers of deviation herein-after contained, the Company may (but as regards the construction of the railway through the property of the Docks Company by agreement with the Docks Company, and not otherwise,) make and maintain, according to the levels shown upon the amended sections, in lieu of making the same according to the levels shown on the sections originally deposited in reference thereto, the following portions of their authorised railways; that is to say,

The portion of the main line authorised by the East London Railway Act, 1865, between the said point where the same is authorised to be constructed under the main line of the Great Eastern Railway and the point where the same is intended to join the existing railway of the Company at the north end of their station at Wapping:

The portion of the City Branch authorised by the same Act, between the point where it is intended to be constructed under Anglesea Street, in the parish of Saint Matthew, Bethnal Green, and its intended junction with the said main line.

Power to deviate from levels shown on amended sections.

8. It shall be lawful for the Company, in the construction of the said last-mentioned portions of railway (but as regards the construction of the railway through the property of the Docks Company by agreement with the Docks Company, and not otherwise,) to deviate from the levels thereof as shown on the amended sections to any extent not exceeding twenty feet.

All works connected with the East London Waterworks Company to be executed to the satisfaction of that Company's engineer.

9. And whereas, in the execution of the Company's works, the mains, pipes, syphons, plugs, drains, and other works belonging to the East London Waterworks Company may be intersected or otherwise interfered with, and it is expedient that such Company should have full control over the execution of all works in any way affecting the supply of water by them, so as effectually to provide against the supply thereof being impeded: Therefore all works, matters, or things which the Company may be empowered or required to do or execute with reference to the mains, pipes, syphons, plugs, drains, or other works of the said East London Waterworks Company shall be done and executed by and at the expense of the Company, but to the entire satisfaction and under the sole direction of, and in such manner as shall be required by, the engineer for the time being of the said East London Waterworks Company, and such works, matters, or other things shall not be commenced until after fourteen days notice thereof in writing shall have been given to the said East London Waterworks Company.

Penalty for interrupting supply of water.

10. If any interruption whatsoever in the supply of water by the East London Waterworks Company shall be in any way occasioned by the Company, or by the acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the Company shall forfeit and pay to the said East London Waterworks Company, for the benefit of the said East London Waterworks Company, the sum of fifty pounds for every hour during which such interruption shall continue, such sum to be recovered by the East London Waterworks Company in any court of competent jurisdiction.

Power to East London Waterworks Company to lay and repair pipes on lands of the Company.

11. It shall be lawful for the said East London Waterworks Company, and their engineer, workmen, and others in their respective employment, at all times when it may be necessary, to enter upon the railway, lands, and premises of the Company for the purpose of laying and to lay any mains or pipes under or over the said railway, lands, works, and premises, or any part thereof, and to do all such

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works in and upon such railway, lands, and hereditaments as may be necessary for laying, repairing, maintaining, or removing or replacing such mains or pipes under or over the same railway, lands, and premises: Provided always, that in so doing the said East London Waterworks Company shall not interrupt the traffic passing on the said railway in any manner for any longer period than may be absolutely necessary; provided also, that the expense of all repairs or renewals of the said pipes or mains, or any works in connexion therewith, which may at any time hereafter be rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the said East London Waterworks Company in any court of competent jurisdiction.

Saving rights of East London Waterworks Company.

12. Except as in this Act specially provided, nothing in this Act shall prejudice, diminish, or take away any of the rights, privileges, powers, or authorities of the East London Waterworks Company.

Incorporation of sec. 78 of East London Railway Act, 1865.

13. Section 78 of the East London Railway Act, 1865, shall be incorporated with and form part of this Act, and be deemed and taken to extend and apply to all works and things authorised by this Act.

Power to Company to acquire easements.

14. The Company may take by agreement, and any person by the Lands Clauses Consolidation Act, 1845, or otherwise, enabled to sell lands may grant to them, any term, estate, easement, interest, right, or privilege in, under, over, affecting, or belonging to lands, at a yearly rent or otherwise, but in the case of a person not enabled otherwise than by the Lands Clauses Consolidation Act, 1845, to sell lands, then subject and according to the provisions relative to the taking of lands by agreement contained in that Act and the Lands Clauses Consolidation Acts Amendment Act, 1860, for which purpose any such term, estate, easement, interest, right, or privilege shall be deemed lands within the meaning of those Acts.

Company empowered to underpin or otherwise strengthen houses near railway.

15. And whereas, in order to avoid injury to the houses and buildings within one hundred feet of the railways authorised by the Acts relating to the Company, it may be necessary to underpin or otherwise strengthen the same: Therefore it shall be lawful for the Company, at their own costs and charges, to underpin or otherwise strengthen any such house or building; provided that at least ten days notice shall (unless in case of emergency) be given to the owner, lessee, and occupier of the house or building intended to be underpinned or otherwise strengthened (each such notice to be left on the premises), and that the Company shall be liable to compensate the owner, lessee, and occupier of any such house or building

for any inconvenience, loss, or damage which may result to them by reason of the exercise of the powers granted by this enactment; provided also, that if the owner, lessee, or occupier of any such house or building shall give, within seven days after that notice, counter-notice in writing that he disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or, in case of difference, to an engineer to be appointed at the instance of either party by the Board of Trade; and such referee shall forthwith, upon the application of either party, proceed to inspect such house or building, and determine the matter referred to him, and in the event of his deciding that such underpinning or strengthening is necessary, he may, in his discretion, prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building; and the costs of such referee shall be paid by the Company, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee: Provided that nothing in this enactment contained, nor any dealing with the property in pursuance of this enactment, shall relieve the Company from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act, 1845, or under any other Act; provided also, that every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act, 1845.

Extending certain provisions of Act of 1865 to this Act.

16. Sections 97 to 109, both inclusive, of the East London Railway Act, 1865, shall extend and apply to this Act to the same extent as if those sections had been re-enacted in this Act with reference to the works authorised and powers conferred by this Act.

For protection of the Metropolitan Board of Works.

17. And whereas, in the construction and maintenance of their works, the Company have hitherto discharged into the sewers vested in the Metropolitan Board of Works drainage water, which water has afterwards, at a considerable expense, to be disposed of by the said Board of Works by pumping, and disputes having arisen between the Company and the said Board with relation thereto: And whereas such water could be discharged into the Thames were the necessary pipes laid down for the purpose: And whereas it is expedient that such disputes should be terminated without litigation: Therefore the following provisions shall be in force with respect to the said drainage water:

(1.) The Metropolitan Board of Works agree to lay down pipes for the discharge of the said drainage water into the River

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Thames from the tunnel pumps of the Company on the south side of the said river, and from the Company's land on the north side of High Street, Wapping, on the north side of the said river, and to secure the exclusive use of such pipes, and of the right to discharge water therefrom into the said river, to the Company, who shall afford all needful facilities for the laying down of such pipes:

(2.) The Company shall pay to the Metropolitan Board of Works one half of the cost of and incidental to the laying down the said pipes, and such pipes shall be maintained by the Company, and in default of payment of such half on demand the Company shall cease to permit any such drainage water to flow into any sewer of the Board:

(3.) After such pipes have been laid down, and so long as the Company have power to discharge the said drainage water by means of such pipes into the said river, the Company shall not, except under any unforeseen emergency, discharge any drainage water into any sewer vested in the Metropolitan Board of Works; and in the event of their using any such sewer for the discharge of the said drainage water under any such emergency they shall pay to the Metropolitan Board of Works any extra expense which may thereby be imposed upon them in pumping or otherwise:

(4.) In case of any contravention by the Company of this enactment they shall forfeit and pay to the Metropolitan Board of Works twenty pounds per day for every day upon which default upon their part shall occur; and such penalty shall be recoverable, with all costs, charges, and expenses attending the proceedings for the recovery of the same, by summons before and adjudication of any police magistrate of the metropolis; and in addition to such penalty the Metropolitan Board of Works may recover any damages which may be sustained by them by reason of the non-observance by the Company of the restrictions imposed upon them by this enactment, and such damages shall be assessed by any such magistrate, and may be recoverable, with all costs, charges, and expenses attending the proceedings for the recovery of the same, in like manner as the before-mentioned penalty is made recoverable:

(5.) Nothing in this enactment contained shall be deemed to prevent the Company from using any of the sewers of the Metropolitan Board of Works for the discharge of ordinary sewage from the waterclosets, urinals, and other places

belonging to the Company, such as is usually incident to the enjoyment of property, and is usually permitted by the said Board to flow into their sewers from any of the premises of the Company, nor to prejudice any rights of the said Metropolitan Board of Works or of the Company as regards the discharge of such water in the event of the said Metropolitan Board of Works being unable to secure the right to discharge the same into the said river.

Saving agreement with J. E. Cook.

18. Nothing in this Act contained shall alter, vary, or affect any contract or agreement between John Earley Cook and the Company entered into before the passing of this Act.

Saving agreement with G. Smith.

19. Nothing in this Act contained shall alter, vary, or affect the agreement or terms of arrangement, dated 24th March 1865, made between the promoters of the East London Railway Bill and George Smith for the purchase of the Whitechapel Distillery and premises therein mentioned, which agreement was entered into before the passing of this Act.

Saving agreement with London Hospital.

20. Nothing in this Act contained shall alter, vary, or affect any contract or agreement between the Governors of the London Hospital and the Company entered into before the passing of this Act.

Saving rights of Board of Works for the Limehouse District.

21. Nothing in this Act contained shall take away, vary, alter, or affect any of the powers, rights, privileges, and authorities of the Board of Works for the Limehouse District, or any contract or agreement between the said Board of Works and the Company entered into before the passing of this Act.

Saving agreement with C. S. Hawkins and W. B. Hodge.

22. Nothing in this Act contained shall alter, vary, prejudice, or affect an agreement between the East London Railway Company of the first part, Charles Sidney Hawkins, Esquire, of the second part, and the said Charles Sidney Hawkins, Esquire, and William Barwick Hodge, Esquire, of the third part, entered into before the passing of this Act.

Railway not exempt from provisions of present and future general Acts.

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

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Expenses of Act.

24. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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