ANNO TRICESIMO

VICTORIÆ REGINÆ.

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Cap. lxxx.

An Act to revive the Powers for the Purchase of Lands, and to extend the Time for the Completion of Works authorized by "The *Greenwich and South-eastern* Docks Act, 1859;" and for other Purposes. [17th *June* 1867.]

WHEREAS the *Greenwich and South-eastern* Docks Company (herein-after called "the Company") were incorporated by "The *Greenwich and South-eastern* Docks Act, 1859," (herein-after called "the Act of 1859,") with Power to construct certain Docks and other Works (herein-after referred to as the Docks) on the South Shore of the River *Thames*, situate in the Parish of *Saint Alphage, Greenwich*, in the County of *Kent*; and by "The *Greenwich and South-eastern* Docks Act, 1864," (herein-after called "the Act of 1864,") the Time limited by the Act of 1859 for the Purchase of Lands and Completion of Works was extended: And whereas the Powers granted by the Act of 1859, and extended by the

22 & 23 Vict. c. xx.

Act of 1864, for the compulsory Purchase of Lands, have expired, and it is expedient that such Powers should be revived, and that the Period limited by the same Acts for the Completion of the Docks should be extended: 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 any Purpose as "The *Greenwich and South-eastern* Docks Act, 1867."

Part II. of 26 & 27 Vict. c. 92. incorporated.

2. Part II. (relating to Extension of Time) of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act, and in construing Part II. of that Act in connexion with this Act the Term "Railway" therein used shall be taken to mean the Docks.

Powers for compulsory Purchase of Lands revived.

3. The Powers granted by the Act of 1859, and extended by the Act of 1864, for the compulsory Purchase and taking of Lands for the Purposes of the Act of 1859, are revived, and may be exercised by the Company, so that the same be not exercised after the Expiration of Two Years from the passing of this Act.

Lands of the South-eastern Railway Company not to be taken without their Consent.

4. Notwithstanding anything in this Act or the recited Acts contained, it shall not be lawful for the Company, without the previous Consent in Writing of the *South-eastern* Railway Company under their Common Seal, to enter upon, take, use, or otherwise interfere with, either temporarily or permanently, the Lands numbered respectively 120, 121, 122, and 123, in the Parish of *Greenwich*, on the Plans deposited for the Purposes of the Act of 1859.

Extending Period for Completion of Works.

5. The Period limited by the Act of 1859, and extended by the Act of 1864, for the Completion of the Docks, shall be and the same is hereby extended and enlarged until the Expiration of Four Years from the passing of this Act, and on the Expiration of that Period the Powers granted to the Company for constructing the Docks, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

6. The

For the Protection of the Telegraph Construction and Maintenance Company, Limited.

6. The Company shall, if required by the Telegraph Construction and Maintenance Company, Limited, herein-after referred to as "The Telegraph Company," by Writing under their Common Seal, and with the previous Consent in Writing of the Board of Trade, construct and maintain the Docks at the North-west End thereof according to the Red Line shown on Duplicate Plans marked A, signed by Mr. *George Hinton Bovill* on behalf of the Company, and Captain *Sherard Osborn*, R.N., C.B., on behalf of the Telegraph Company; and the following Provisions shall be binding on the Company and all other Parties, and full Effect shall be given thereto:

(A.) The Company shall not, under the Powers of this or of any other Act of Parliament relating to the Company, without the previous Consent in Writing of "The Telegraph Company" under their Common Seal, enter upon, take, or use any Part of the Lands and Premises belonging or leased to or occupied by the Telegraph Company situate at and near to *Enderby's* Wharf in the Parish of *Saint Alphage*, *Greenwich*, and coloured Red upon the said Plan marked A:

(B.) Before the Company execute any Work adjoining or affecting the Property of the Telegraph Company, not acquired by the Company for the Purposes of the Docks, the Company's Engineer shall deliver to the Telegraph Company's Engineer proper and sufficient Plans, Sections, Working Drawings, and Specifications of the Works proposed to be so executed by the Company:

(C.) If the Telegraph Company's Engineer do not, within Twenty-eight Days next after the Delivery to him of the Plans and other Documents, approve the same in Writing, the Plans and other Documents, or Copies thereof respectively, may be submitted by either of the Two Engineers to their Umpire, and the Umpire shall determine what Modification, if any, of the Plans and other Documents is to be made, and the Telegraph Company shall be deemed to have consented to the Execution by the Company of the proposed Works in accordance with the Plans and other Documents, with or without Modification, as the Umpire determines, but not otherwise, and the Works shall be executed by the Company accordingly at their own Expense, and to the reasonable Satisfaction of the Telegraph Company:

(D.) The

(D.) The Umpire shall be a Person from Time to Time agreed on by the Two Engineers, or, failing such Agreement, a competent and impartial Civil Engineer from Time to Time on their or either of their Application named for the Purpose by the Board of Trade; and all the Costs and Expenses of and incidental to the Reference and consequent thereon shall be paid by the Company:

(E.) The Plans and other Documents and all Notices by the Two Engineers respectively to each other for the Purposes of this Section shall be delivered to the respective Engineer personally, or left, if for the Telegraph Company's Engineer, at the Telegraph Company's Office, and addressed to him there, and if for the Company's Engineer, at the Company's Office, and addressed to him there:

(F.) One of the said Duplicate Plans marked A shall, within Three Months after the passing of this Act, be deposited by the Company with the Clerk of the Peace for the County of *Kent*, who shall receive and retain it, and permit all Persons interested to inspect it, and make Copies and Extracts of and from it, in like Manner, upon the like Terms, and under the like Penalty for Default, as by the Act of the First Year of the Reign of Her present Majesty, Chapter 83, is provided with respect to the Documents therein specified:

(G.) The Company shall give to the Telegraph Company Six Months previous Notice in Writing under their Common Seal of their Intention to enter upon, take, or use any Land belonging or leased to or occupied by the Telegraph Company, and until the Expiration of Six Months from the giving of such Notice, and Payment of all Purchase Money and Compensation payable to the Telegraph Company by the Company, it shall not be lawful for the Company to enter upon, take, or use any Land belonging or leased to or occupied by the Telegraph Company:

(H.) The Company shall, if required so to do by the Telegraph Company, in Writing under their Common Seal, within Three Months after the giving of the Notice mentioned in Paragraph (G), purchase the Telegraph Company's Interest in all the Land to the East of the Land coloured Red upon the said Plan marked A, which at the Time when the Company shall begin to construct the Docks shall belong or be leased to or occupied by the Telegraph Company:

(I.) The

(I.) The Company shall at their own Expense provide all such Accommodation and Accommodation Works for and for the Use of the Telegraph Company in and in connexion with the Docks adjoining the Property of the Telegraph Company as the Telegraph Company shall reasonably require; and the Company shall not demand or take in respect of Vessels loading or discharging Goods at or from the Works of the Telegraph Company any higher Dues, Rates, or Charges than shall be from Time to Time agreed upon between the Two Companies, or, failing Agreement, than shall be settled by Arbitration in manner herein-after provided; and such Dues, Rates, or Charges shall in no Case exceed the Dues, Rates, or Charges the Company shall from Time to Time demand in respect of any other Vessels, or to any other Company or Person using the Docks:

(K.) If within Three Months after the Telegraph Company shall have received Notice from the Company of their Intention to take any Land belonging or leased to or occupied by the Telegraph Company, under the Provisions of Paragraph (G), the Telegraph Company shall, by Writing under their Common Seal, require the Company so to do, the Company shall purchase and take the whole of the Telegraph Company's Property at and adjoining *Enderby's* Wharf aforesaid, and in that event the foregoing Provisions of this Enactment, except Paragraph (G) and this Paragraph (K), shall be void and of no Effect:

(L.) If any Difference shall arise between the Company and the Telegraph Company with reference to any of the Matters aforesaid, every such Difference shall, if not otherwise provided for by this Act, from Time to Time be settled by an Arbitrator to be appointed by the Company and the Telegraph Company, or if they cannot agree upon an Arbitrator, then by some Person to be appointed by the Board of Trade, on the Application of either Company; and the "Railway Companies Arbitration Act, 1859," shall apply to every such Arbitration, and for that Purpose shall be read and have Effect as if the Company and the Telegraph Company had been Railway Companies within the Meaning of that Act.

Expenses of Act.

7. All the 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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