CHAPTER clxiii.

An Act to enable the London and Blackwall Railway Company to enlarge their Stepney Station; to construct a Landing Pier in the Thames in connexion with their Millwall Extension Railway; to authorise arrangements with the Great Eastern Railway Company; and for other purposes. [21st July 1873.] A.D. 1873.

WHEREAS several Acts of Parliament have been passed relating to the London and Blackwall Railway Company (in this Act referred to as the Company), and amongst those Acts the following: "The London, Blackwall, and Millwall Extension Railway Acts, 1865, 1868, and 1870," and "The London and Blackwall Railway Lease Act, 1865:"

And whereas under the said last-mentioned Act the undertaking of the Company is now on lease to the Great Eastern Railway Company:

And whereas the Millwall Extension Railway, as modified by the Act of 1868, has been made and opened to the public:

And whereas it is expedient that the Company be authorised, with the consent of the Conservators of the River Thames, to construct a landing pier in the river Thames in connexion with the said extension railway, and to improve their Stepney Station:

And whereas plans and sections showing the lines and levels of the works authorised by this Act, and the lands in or through which the same are intended to be made, and a book of reference to such plans containing the names of the owners and lessees, or reputed owners and lessees, and occupiers of the said lands, have been deposited with the clerk of the peace for the county of Middlesex, and those plans, sections, and books of reference are in this Act respectively referred to as "the deposited plans, sections, and books of reference":

And whereas the Company are by several Acts of Parliament authorised to raise in the whole one million nine hundred and

A.D. 1873.

seventy-six thousand pounds by shares or stock, and six hundred and fifty-six thousand pounds by borrowing:

And whereas the Company have raised the whole of the said sum of one million nine hundred and seventy-six thousand pounds with the exception of two hundred thousand pounds, and they have borrowed on loan, or by the creation of debenture stock, five hundred and sixty thousand eight hundred and sixty-five pounds, leaving ninety-five thousand one hundred and thirty-five pounds which they have still power to borrow:

And whereas, upon the creation from time to time of new ordinary capital, the same was issued on the conditions that each share of the several issues was to be amalgamated with, and to be of the same amount as that of the shares previously issued, and this was accordingly done, and the average payment per share being nine pounds nineteen shillings and one penny three farthings they were consolidated into ordinary stock at the rate of ten pounds per share, involving an addition of six thousand one hundred and eighty pounds to the nominal amount of the authorised ordinary share capital:

And whereas it is expedient that the share and loan capital of the Company be defined by this Act:

And whereas it is expedient that some of the powers and provisions of the existing Acts relating to the Company be altered, amended, extended, and enlarged, and that such further powers be granted as are herein-after mentioned:

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; that is to say,

Short title.

1. This Act may be cited as "London and Blackwall Railway Act, 1873."

Provisions of general Acts herein named *incorporated*.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," (relating to construction of a railway,) "The Harbours, Docks, and Piers Clauses Act, 1847," except the provisions with respect to lifeboats, and with respect to keeping a tide and weather gauge, are (so far as they are applicable, and except where expressly varied by this Act,) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject matter or context repugnant to such construction; the expressions "the works" and "the undertaking" mean respectively the widening of the railway and works connected therewith respectively by this Act authorised; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression, in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make new works according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the undertakings herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for the purposes aforesaid, and may purchase and acquire any easement, right, or limited interest upon, over, through, or in any of the said lands.

The works herein-before referred to and authorised by this Act are the following, and will be wholly situate in Middlesex:

1. The improvement of the Stepney Station of the Company and the widening of the railway of the Company on each or one side thereof, all in the parish of Stepney:
2. A landing pier in the Thames, to be situate in the parish of All Saints, Poplar, at the termination of the existing Millwall Extension Railway.

Interpretation of terms "parish clerks," &c.

5. The expressions "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine of the Railways Clauses Consolidation Act, 1845, shall, with reference to the Company and in this Act, and as regards those parishes in which, by the standing orders of either House of Parliament, plans, sections, and other documents are required to be deposited with the clerk of the district board for the district in which the parish is included, mean the clerks of those district boards respectively.

Powers for compulsory purchases limited.

6. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

A.D. 1873.

Period for completion of works.

7. If the works be not completed within three years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Works connected with improvement of the Stepney Station and widening of the railway at Stepney to be constructed to the satisfaction of the Limehouse district board of works.

8. The widening of the railway of the Company at or near Stepney Station shall be carried over the Commercial Road and York Street East by means of iron girder bridges of not less height over the roads and streets than the existing railway bridges, and the piers of such bridges shall not project beyond the fronts of the existing piers, and such bridges, and all walls, piers, and other works connected therewith, and all repairs and renewals of the same, shall be constructed under the direction and superintendence of the engineer for the time being of the Company, and to the reasonable satisfaction of the surveyor of the board of works for the Limehouse district, and the plans and designs for the said bridges and works shall respectively be as ornamental as shall be consistent with the nature and situation thereof, and to the reasonable satisfaction of the said surveyor; and, previously to the commencement of the said bridge and works, plans, sections, and descriptions thereof shall be made by and at the expense of the Company, which shall be submitted for approval by the said surveyor; and in case, in the construction of the said bridges and works, or any of them, the Company shall do or cause to be done any injury, interruption, or damage to any road or street, or the footpaths thereof, beyond such temporary damage as may be necessary in the construction of the bridges and works, and shall not forthwith proceed to repair and make good such injury or damage, and remove such interruption to the satisfaction of the said surveyor; or if by reason of the construction of any of the works hereby authorised or required to be constructed by the Company any alteration of any road or footpath shall be rendered necessary, then and in such case it shall be lawful for the said surveyor to cause all such repairs and alterations to be made, and all costs and expenses of such repairs and alterations shall be paid on demand by the Company: Provided always, that nothing in this Act contained shall authorise the Company to alter the present level of any such road or street, and if any question shall arise between the said board of works and the Company as to the design or construction of the said bridges and works, such question shall be settled by arbitration in accordance with the provisions contained in "The Companies Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration: Provided always, that the said bridges and works shall be water-tight, and so constructed that

water shall not run or come through and drip from any of the said bridges and works upon any road or street; and if at any time water shall run or come through and drip from any of the said bridges and works upon any road or street, the Company shall in every such case forfeit and pay the sum of five pounds for every day the same shall continue, after fourteen days notice in writing has been given or left at the office of the secretary of the Company: Provided also, that the said bridges and works shall be so constructed as far as is practicable to deaden the sound of engines, carriages, and traffic passing over them, and that the widening of the railway over York Road shall not project to a greater extent from the present railway than the north-eastern pier to be constructed at the junction of the Commercial Road and York Street East, and that no part of the abutment, piers, supports, or any other obstruction shall stand or encroach upon any part of the carriage or foot ways of York Road.

Regulating construction of widening of railway.

9. The north-eastern pier of the works connected with the widening of the railway at the junction of the Commercial Road and York Street East shall not project beyond the face of the present pier to a greater extent than six feet at the extreme projection, and the Company shall, at the same time as they widen the railway, remove so much of the existing brick and stone work of the pier of the railway bridge on the north side of the said Commercial Road as may be necessary to make the footpath adjoining the said pier nine feet wide, and the brickwork shall be removed to a height of ten feet, and such additional width of the footpath shall be given up for the use of the public, and become the property of the board of works for the Limehouse district, and the expense of paving the same shall be paid upon demand by the Company to the said board.

Company to keep in repair the bridges over the Commercial Road, York Street East, and York Road.

10. The Company shall and they are hereby required to keep the said bridges and works so to be constructed over the said Commercial Road, York Street East, and York Road, at all times after the construction thereof respectively, in complete repair and watertight to the satisfaction of the surveyor of the said board of works for the Limehouse district, and in case of any want of repair to the said bridges and works (or any of them), and after notice thereof to the Company by or on behalf of the said board of works, if the Company shall not for the space of fourteen days after the service of such notice commence such repair and proceed therein with reasonable expedition until the same shall be completed, it shall be lawful for the said board of works to proceed to repair and make good the same, causing as little obstruction to the said railway as may be, and all the reasonable costs, charges, and expenses

A.D. 1873.

incurred by the said board of works shall be paid on demand by the Company.

Notice to be given to board of works for the Limehouse district of commencement of works, and free passage to be preserved during their construction.

11. The Company shall not be at liberty to commence any of the works connected with the bridge and widening over the Commercial Road until they shall have given seven clear days notice in writing to the said board of works for the Limehouse district, or their surveyor for the time being, of their intention to commence the same, and the said works shall at all times be so carried on and conducted as to afford a free and uninterrupted passage for foot passengers at each side of the said road, and also for two carriages at the least to pass abreast along the carriageway of the said road, and in such manner as to cause as little obstruction as may be to the transit of carriages and passengers along the said road and footpaths, and the said bridge and widening, and all the works connected therewith, shall be completed with the greatest possible despatch.

Company to hoard in ground.

12. If by reason of any of the works hereby authorised any ground shall be thrown open by the Company to any road, street, or public place within the Limehouse district, the Company shall forthwith inclose and keep inclosed the same, in a line with the houses and piers in such road, street, or public places adjoining thereto, with good sufficient close hoarding or brick walls not less than seven feet in height, and the Company shall also inclose and keep inclosed, in like manner the arches under the said railway which shall abut upon or open on to any street or other public place, and in default, after ten days notice in writing by the Limehouse district board of works requiring the Company so to do, the said board may so inclose the same, and recover the costs and expenses incurred thereby from the Company.

Company not to obstruct roads, and to guard and protect the works.

13. The Company shall not permit or suffer any materials, rubbish, or other matter or thing to be laid, shot, or placed by any of their contractors, agents, or workmen upon any of the roads, streets, or public ways within the Limehouse district, except so far as may be necessary for any of the works to be done under this Act, and so as not to obstruct the passing of carriages, or to interfere with the footway on one side of any street or public way whilst the footway on the other side thereof is obstructed by the Company as aforesaid, and the Company shall forfeit to the Limehouse district board of works the sum of two pounds for every day that any material, rubbish, or other matter or thing shall be laid, shot, or placed as aforesaid, or any obstruction or any interference shall take place; and for the purpose of preventing accidents

during the progress of the works to be done under this Act, the Company shall well and sufficiently guard and protect such works with lights, fences, and watchmen, and otherwise, and they shall forfeit to the said board of works the sum of two pounds for every day that such works shall not be lighted, guarded, and protected as aforesaid.

Company to pay board of works for the Limehouse district costs which they may incur.

14. The Company shall, on demand, pay to the board of works for the Limehouse district all the reasonable costs, charges, and expenses which they may incur by reason of the Company's works, or in the preparation or examination of plans or designs, superintendence, or otherwise, and the same may be recovered by action in any or either of the superior courts of common law at Westminster as and for liquidated damages.

General saving of rights of board of works for Limehouse district.

15. Excepting only as by this Act is expressly provided, this Act shall not take away, alter, lessen, prejudice, or affect any of the rights, powers, or authorities vested in the board of works for the Limehouse district, but all such rights, powers, and authorities shall be as valid and effectual to all intents and purposes as if this Act had not been passed.

For protection of sewers of Metropolitan and other boards.

16. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works, or of any district board constituted under the "Metropolis Management Act, 1855," or any Act or Acts amending the same, or extending the powers thereof, or with any sewers or works to be made or executed by the said boards, or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board, or to the district board, as the case may be, twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board shall have signified their approval of the same, unless such board do not signify their approval, disapproval, or other directions within twenty-one days after service of the said plans, sections, and particulars as aforesaid; and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board and of the respective boards in the execution of the said works, and shall provide by new, altered, or substituted

A.D. 1873.

works, in such manner as such boards may deem necessary, for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works, or any part thereof, and shall save harmless the said Metropolitan Board and district boards, respectively, against all and every the expense to be occasioned thereby, and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board or district boards, at the costs, charges, and expenses in all respects of the Company, and all costs, charges, and expenses which the said Metropolitan Board or any district board may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such boards by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board and district boards respectively as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board and district boards, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Protecting works of Commercial Gas Company.

17. And whereas in the execution of any works by this Act authorised the mains, pipes, syphons, plugs, drains, and other works belonging to the Commercial Gas Company may be intersected or otherwise injuriously interfered with: Therefore all works, matters, and things which the Company may be empowered or required to do or execute with reference to the mains, pipes, &c., or other works of the Commercial Gas Company shall be done and executed by and at the cost of the Company, and under the direction and to the reasonable satisfaction of the engineer for the time being of the Commercial Gas Company.

Consent of Conservators of Thames to certain works.

18. The Company shall not make or commence the landing pier, or any work whatsoever on the shore or bed of the river Thames, or of any creek or inlet thereof, without the consent of the Conservators of the River Thames in writing under the hand of their secretary first had and obtained, and all works abutting on or projecting into the

river Thames shall be made according to plans and elevations and on a site to be approved by the Conservators of the River Thames, and deposited at their office, and the works thereof in the river Thames and adjoining thereto shall be executed to the satisfaction of the engineer of the Conservators, and the traffic of the river shall not be interrupted more than is absolutely necessary in the making of the works, and the plans for coffer dams, if any, and all other preliminary works shall be approved by the Conservators before the same shall be carried into execution.

Company not to interfere with bed of river.

19. Nothing in this Act contained shall authorise the Company to embank, encroach upon, or interfere with any part of the soil or bed of the river Thames, or the shore thereof, except according to the plans to be approved as aforesaid by the Conservators.

Company not to take gravel, &c. from river without consent.

20. The Company shall not take any gravel, soil, or other material from the bed of the said river without the previous consent of the Conservators of the River Thames signified in writing under the hand of their secretary.

Lights to be exhibited during construction of the pier.

21. During the making of the landing pier, and the works connected therewith, the Company shall hang out and exhibit thereat, or near thereto, and for ever after the completion of the pier the Company shall hang out or exhibit on the pier every night, from sunset to sunrise, lights, to be kept burning by and at the expense of the Company, and proper and sufficient for the navigation and safe guidance of vessels, and the lights shall from time to time be altered by the Company in such manner, and be of such kind and number, and be so placed and used as the Conservators of the River Thames by writing under the hand of their secretary shall approve; and in case the Company fail so to exhibit and keep burning the lights, they shall for every such offence forfeit ten pounds.

In case works abandoned.

22. If any work so constructed by the Company in the river Thames, or if any portion of any work made by the Company which affects or may affect the river Thames or the access thereto, be abandoned or suffered to fall into disuse or decay, the Board of Trade or the Conservators of the River Thames may abate and remove the same, or such part thereof as they think fit, and restore the site thereof to its former condition at the cost of the Company, and the amount thereof shall be a debt due from the Company to the Crown, or the said Conservators, as the case may be, and be recoverable accordingly as such, with costs of suit, or may be recovered with costs as a penalty is or may be recoverable from the Company.

Saving the rights of the Conservators

23. Nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the estates, rights, interests,

A.D. 1873.

of the river Thames.

liberties, privileges, or franchises of the Conservators of the River Thames, or to prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Defining capital of Company.

24. The share and loan capital of the Company as at the passing of this Act are hereby defined to be as follows:

Share Capital - - -	1,982,180*l.*
Loan Capital - - - -	656,000*l.*

Company may apply their funds towards purposes of Act.

25. The Company may apply towards the construction of the works by this Act authorised any of the moneys which they are already authorised to raise, and which may not be required by them for the purposes for which the same were authorised to be raised.

Moneys raised and expended under Act to be approved by Great Eastern Railway Company.

26. The mode of raising and the expenditure of moneys required for carrying into execution the several powers of this Act shall be subject to the reasonable approval of the Great Eastern Railway Company.

As to share capital raised for purposes of Act.

27. All share capital raised for the purposes of this Act shall be deemed expended share capital or stock, entitled to four pounds ten shillings per centum per annum, under the lease of the London and Blackwall Railway to the Great Eastern Railway Company.

As to moneys borrowed for purposes of Act.

28. All moneys borrowed by the Company for the purposes of this Act shall be deemed and treated as though they formed part of the moneys raised upon the debentures mentioned in the before-mentioned lease.

Tolls in respect of landing pier.

29. The Company may demand and receive for and in respect of every vessel using the landing pier for each time of using the same any sum not exceeding two shillings and sixpence, and for every passenger landing at or embarking from the pier any sum not exceeding one penny, and for all animals or goods shipped or unshipped, received at or delivered from the pier, such reasonable rates as the Company shall from time to time appoint.

Power to enter into agreements with ferry owners.

30. The Company may enter into and carry into effect agreements with the owners or lessees of the ferry called Potter's Ferry, as to the conveyance of passengers between the Isle of Dogs and Greenwich, and also as to the through booking of traffic having passed over or being destined for the railway of the Company, and as to the place or places of embarkation or debarkation and the conduct of such traffic, and the payments to be made and the conditions to be performed with respect to such traffic, and as to the division and appropriation of the revenue arising therefrom, and any

such agreement shall not in anywise alter, prejudice, lessen, or affect the present ferry rights of the said owners or lessees.

Compensation to be paid to Poplar and Greenwich Ferry Company for damage or injury.

31. The Poplar and Greenwich Ferry Company shall be entitled to compensation from the Company for any loss, damage, and injury which may be occasioned to them by reason of the exercise of the powers of this Act in respect of the conveyance of animals, carriages, goods, wares, and merchandise, and the persons travelling with the same, to which the Poplar and Greenwich Ferry Company may have the exclusive right across the river Thames between the Isle of Dogs and Greenwich, and in respect of the right of that Company to take the toll authorised by section 2 of an Act of the 54th George III. chapter 171, intituled "An Act for amending an "Act of the fifty-second year of the reign of His present Majesty "for establishing a ferry over the river Thames from Greenwich in "the county of Kent to the Isle of Dogs in the county of Middle-"sex, and for making and maintaining roads to communicate "therewith," and such compensation in case of dispute shall be settled in manner provided by the Lands Clauses Consolidation Act, 1845, for the settlement of disputed cases of compensation.

Saving rights of Poplar and Greenwich Ferry Company.

32. Nothing in this Act contained shall prejudice, alter, or affect any rights, powers, tolls, or privileges to which the Poplar and Greenwich Ferry Company are now entitled under or by virtue of an Act passed in the 52d year of George III. chapter 148, entitled "An Act for establishing a ferry over the river Thames from "Greenwich in the county of Kent to the Isle of Dogs in the county "of Middlesex, and for making and maintaining roads to com-"municate therewith," and of an Act passed in the 54th year of George III. chapter 171, for amending that Act, but all such rights, powers, tolls, or privileges shall remain, and shall have the same force and effect as if this Act had not passed.

Power to enter into agreements with Great Eastern Railway Company.

33. The Company on the one hand, and the Great Eastern Railway Company on the other, may enter into and carry into effect agreements for all or any of the following purposes:

The exercise by the Company of the powers of this Act:

The joint exercise by the companies of any of the said powers other than those relating to the raising of money:

The working and maintenance by the Great Eastern Railway Company of the undertakings by this Act authorised.

Deposits for future Bills not to be paid out of capital.

34. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application

A.D. 1873.

to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

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

35. Nothing in this Act contained shall 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 this Act, or by any other Act relating to the Company.

Expenses of Act.

36. 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 out of the moneys authorised to be applied to the purposes of this Act.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1873.