CHAPTER lxiii.

An Act to authorise the London and Blackwall Railway Company to extend their Railway in the parish of Saint Anne Limehouse; and for other purposes. [28th June 1877] A.D. 1877.

WHEREAS by "The Midland Railway (New Works, &c.) Act, 1876," the Midland Railway Company were authorised to construct a railway in that Act called the Poplar Branch, and by that Act an agreement (whereof a copy is set forth in the First Schedule to that Act) is confirmed in relation to, amongst other things, a railway referred to therein as the Stepney Branch or Curve: 39 & 40 Vict. c. cxlv.

And whereas by that agreement the London and Blackwall and Great Eastern Railway Companies undertook to apply to Parliament in the present session, and if necessary in subsequent sessions, for powers to construct the said branch or curve:

And whereas it is expedient that the London and Blackwall Railway Company (who in this Act are referred to as the Company) should have power to make the said branch or curve:

And whereas plans and sections showing the line and levels of the railway, and the lands in or through which the same is 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 of the 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 by the London, Blackwall, and Millwall Extension Railway Act, 1865, the Company and the East and West India Dock Company and the Millwall Canal Company (herein-after referred to as the Millwall Dock Company) are authorised to enter into agreements touching the said extension railway: And whereas it is expedient that the Millwall Dock Company should be autho-

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rised to become lessees of the Millwall Extension Railway and of the ferry rights connected therewith:

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 "The London and Blackwall Railway Act, 1877."

Certain provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Parts I. and III. of "The Railways Clauses Act, 1863," (relating respectively to construction of a railway and working agreements,) are (so far as they are applicable, and except where expressly varied by this Act) incorporated with and form part of this Act.

Certain provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. extended to this Act.

3. Subject to the provisions of this Act, the clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to—

The distribution of the capital of the Company into shares;

The transfer and transmission of shares;

The payment of subscriptions and means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of the creditors of the Company against shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

And also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock,

are incorporated with this Act, and shall extend and apply to the Company and to the additional capital which they are by this Act authorised to raise.

Interpretation of terms.

4. 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 or context repugnant to such construction; the expressions "the railway," "the works," and "the undertaking" mean respectively the railway by this Act authorised; and the expressions "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall for the purposes of this Act 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 railway according to deposited plans.

5. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown upon the deposited plans and sections, the railway herein-after described, with all proper works and conveniences connected therewith, and the Company may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required by the Company for the purposes of the railway.

Description of railway.

6. The railway herein-before referred to and authorised by this Act will be wholly situate in the parish of Saint Anne, otherwise Saint Anne Limehouse, in the county of Middlesex, and is a railway two furlongs and nine and a half chains in length, commencing by a junction with the London and Blackwall Extension Railway from Stepney to Bow, at or near where the said extension railway crosses the Regent's Canal, and terminating by a junction with the Blackwall line of the Company, at or near where it crosses Island Row.

Interpretation of terms "parish clerks," &c.

7. The expression "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine in the "Railways Clauses Consolidation Act, 1845," shall with reference to the Company and in this Act mean the Limehouse District Board of Works.

Powers for compulsory purchases limited.

8. 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.

Period for completion of railway.

9. If the railway be not completed within five 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 railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

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Railway to form part of London and Blackwall Railway.

10. Subject to the provisions of this Act, the railway and the works connected therewith executed under the authority of this Act shall, for the purposes of toll and for all other purposes whatsoever, be part of the London and Blackwall Railway and of the undertaking of the Company.

Certain provisions of Act of 1860 to apply to new railway.

11. The following sections of "The London and Blackwall Railway Act, 1860," shall, so far as applicable, extend and apply to this Act and the railway hereby authorised in as full and as complete a manner as if they were re-enacted in this Act with reference to such railway; (that is to say,)

Section fifteen. Company to restore streets.

Section sixteen. Company to restore sewers, drains, &c.

Section seventeen. Deficiencies of local rates to be made good.

Extending to Act sect. 10 of 37 & 38 Vict. c. xxxix.

12. Section ten of "The London and Blackwall Railway Act, 1874," (for protection of sewers of Metropolitan and other boards,) shall, so far as applicable, extend and apply to this Act and the railway hereby authorised in as full and as complete a manner as if that section were re-enacted in this Act with reference to the railway.

Construction of bridges over public roads.

13. In the construction of the railway works the following rules shall be observed:

1. Every bridge whereby the railway will be carried across any public carriage-road or public street shall be made and shall thenceforth be maintained so as not to lessen the present clear width of such road or street, including the footway (where a footway now exists), and in no case shall there be a less width between the abutments than 40 feet throughout measured on the square, excepting where a less width may in the opinion of the Metropolitan Board of Works be allowed, and the whole of the space between the abutments shall form part of the street and be dedicated to the public accordingly:
2. The arch or opening of every such bridge shall be of such a span or spans and height as shall be approved of by the Metropolitan Board of Works, provided that it shall not be compulsory upon the Company to make such headway more than 18 feet, and the said bridges shall be formed of an ornamental character to the reasonable satisfaction of the engineer of the Metropolitan Board of Works:
3. No abutments or piers shall project beyond the general line of buildings in the street: Provided always, that where there are

gardens or forecourts in front of houses, and the distance between the houses is great, the Company shall erect and maintain side openings supported with columns back to the general line of the frontages of the houses:

4. All such bridges shall be water-tight, and so constructed as to, so far as is practicable, deaden the sound of engines, carriages, and traffic passing over them:

5. The Company shall not commence the erection of any such bridge until they shall have given to the said Metropolitan Board of Works twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said Board, with plans, elevations, sections, and other necessary particulars of the construction of the said bridges, and until the said Board shall have signified their approval of the same, unless the Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid:

6. The Company shall comply with and conform to all directions and regulations of the said Board in the execution and subsequent maintenance of the said bridge and works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every expense to be occasioned thereby, and all such works shall, subject to the provisions of this Act, be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board of Works at the costs, charges, and expenses in all respects of the said Company, and all costs, charges, and expenses which the said Metropolitan 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 the said Board by the Company on demand.

Company not to authorise the affixing of placards on their works near any street.

14. The Company shall not, except with the previous consent of the Metropolitan Board of Works, affix or authorise the affixing of any placards, bills, or advertisements to or upon the face of any wall, bridge, or other works to be constructed under the powers of this Act crossing or near to any street, and the Metropolitan Board of Works and their authorised officers may prevent the affixing of any such placard, bill, or advertisement, and if affixed may remove the same.

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For the protection of the Regent's Canal Company.

15. For the protection of the Company of Proprietors of the Regent's Canal (herein-after called the canal company), be it enacted as follows:

Saving the rights of the Regent's Canal Company.

(*a.*) Except as herein-after expressly mentioned, nothing in this Act contained shall take away, diminish, or affect any of the estates, rights, privileges, or powers vested in the canal company, and the Company shall not, without the consent in writing of the canal company under their common seal, alter the line or level of the canal or of the towing-path thereof, or obstruct or impede the navigation of the canal, or divert, intercept, cut off, take, use, or diminish any of the waters in the canal or which may be taken for the use of or which supply the canal, or injure or interfere with any of the works of the canal, or diminish or alter the width of the waterway or towing-path thereof, or take or use (except for the sites of the piers of the intended railway bridge herein-after mentioned) any part of the canal or of the towing-path, locks, laybyes, wharves, or works connected with the canal, or any land, buildings, or premises belonging to the canal company:

Levels delineated on deposited plans and sections not to be deviated from without consent, and canal company not to be compelled to convey fee simple of land belonging to them.

(*b.*) The Company shall not, without such consent as aforesaid, make any deviation from the levels of the railway or works as delineated on the deposited plans and sections, so as to lower such levels where the Regent's Canal is intended to be crossed by a railway bridge at a point shown on the deposited plans contiguous to Salmon's Lane Bridge, in the parish of Saint Anne Limehouse, and nothing herein contained shall compel the canal company to convey to the Company the fee simple of any land belonging to them (except the sites of the piers of the intended railway bridge), and the fee simple of the canal company's land over which the railway bridge and the works connected therewith are intended to pass shall remain vested in the canal company, subject nevertheless to the rights of the Company and their successors for ever hereafter to construct and maintain the said railway bridge and works over the Regent's Canal, and to have, use, and possess such way and passage for the railway and works hereby authorised by means of such bridge over the canal as are hereby provided for, together with all rights and easements necessary to the due use and enjoyment of the same:

As to construction of bridge over the Regent's Canal.

(*c.*) For the purpose of carrying the railway over the Regent's Canal the Company shall construct and make a bridge of brick, stone, or iron over the canal and towing-path there-

of, and no part of the soffit or under side of such bridge shall be less than twenty-five feet clear above the level of the top surface of the present weir of Commercial Road Lock of the canal, and the bridge shall be so constructed as to span the whole of the canal and towing-path without obstruction, and to leave a clear, uniform, and uninterrupted opening of not less than sixty feet, measured at right angles to the face of the abutments, for the waterway and towing-path, and the Company shall carry their railway over the land of the canal company eastward of the towing-path by means of an arch of not less than twenty-five feet span, measured at right angles to the face of the abutments of such arch, and no part of the soffit or under side of such arch shall be less than twenty-five feet clear above the level of the top surface of the present weir of the Commercial Road Lock, and the foundations of the piers and abutments of the bridge and arch shall be carried below the level of the bed of the waterway of the canal, and shall be so constructed as to admit of the future enlargement of the canal up to such piers and abutments, and of the deepening thereof to the depth of the existing waterway, and the present line of the canal and towing-path shall not be altered, and all the before-mentioned works shall be carried on and completed so and in such manner that no obstruction shall be caused to the boats or barges navigating the canal or the horses towing the same, and the Company shall, during the progress of constructing the said bridge and the works connected therewith, and of any necessary repairs thereof, at all times leave an open and uninterrupted navigable waterway in the canal of not less than thirty-five feet in width of water, with six feet for the towing-path and ten feet headway:

Company to construct and keep in repair the bridge and works.

(*d.*) The bridge and arch, and all the works connected therewith respectively, shall be constructed and for ever thereafter maintained in good, substantial, and water-tight repair by the Company, and so far as relates to all necessary precautions for the safety of the canal and the towing-path, the water in the canal, and the works connected therewith respectively, and for preserving a free and uninterrupted passage along the canal and towing-path, the bridge and arch, and all the works connected therewith respectively, and all future repairs thereof that may be required from time to time, shall be constructed and performed according

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to plans and specifications to be submitted to and subject to the reasonable approval of the engineer for the time being of the canal company previously to the commencement of the works, which shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer, and in case during the progress of any of the works any damage shall be occasioned to the canal or towing-path, or the works thereof respectively, the Company shall, under such superintendence and to such reasonable satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage, and if any of the works connected with the said bridge shall be imperfectly constructed, or if at any time or times thereafter the bridge or any part thereof shall be out of repair, or if in sinking the foundations of the abutments of the bridge or arch, or the works connected therewith respectively, or otherwise, any loss of water or any obstruction of the navigation of the canal shall occur, and notice thereof in writing shall be given by any agent of the canal company to the Company or their secretary or other officer, and the Company shall not for the space of fourteen days after such notice shall have been given, or forthwith if the nature of the case shall require it, well, sufficiently, and effectually amend such construction, or repair such bridge, arch, or works, or prevent such loss of water, or remove such obstruction, as the case may be, under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the canal company from time to time to make good such construction, to perform such repairs, to prevent such loss of water, or to remove such obstruction, as the case may require, and the Company shall from time to time pay to the canal company all the costs and expenses which may have been incurred by them in or about the superintendence and the construction of all the herein-before mentioned works and repairs, and to their engineer his charges for his superintendence :

Bridge, &c. to be completed in twelve months.

(*e.*) The bridge and arch, and all the works connected therewith respectively, shall be completed within the period of twelve months after the day on which the same or any of them respectively are commenced, and if the same or any of them respectively are not completed within that period the

Company shall forfeit and pay to the canal company, as liquidated damages, the sum of twenty pounds for every day after the expiration of that period until the same and every part thereof shall be completed, and if in the execution of any of the works by this Act authorised to be made, or by reason or in consequence of any act, neglect, or omission of the Company, or their agents, servants, or workmen, or if in sinking the foundations of the abutments of the bridge or arch, or either of them, or in consequence of any of the herein-before mentioned works, when made, the water of the canal shall leak, escape, or run to waste, the Company shall pay to the canal company the sum of ten pounds, as liquidated damages, for every reasonably estimated nine thousand cubic feet of water which shall have so leaked, escaped, or run to waste, and in the same proportion for any greater or less quantity; and if by reason of any of the circumstances or causes aforesaid it shall happen that the navigation of the canal or the passage along the towing-path thereof shall be so obstructed or interrupted as that boats or barges navigating the canal or the horses towing the same shall be impeded in their passage, or shall not be able to pass uninterruptedly along the canal or towing-path, then and in any and every such case the Company shall pay to the canal company the sum of ten pounds, as liquidated damages, for every hour during which any and every such obstruction or interruption shall continue after notice thereof shall have been given by any agent of the canal company to the Company, or their secretary or other officer; but if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by any wilful act, neglect, or omission on the part of the Company, or of any of their agents, servants, or workmen, then and in every such case the Company shall pay to the canal company the sum of twenty pounds, as liquidated damages, for every hour during which such obstruction or interruption shall continue:

Penalty for causing loss of water or obstruction of the navigation of the Regent's Canal.

(*f.*) Nothing herein contained shall extend to prevent the Canal Company, or any owner of boats or barges, or any other person whomsoever using or navigating the canal, from recovering from the Company any special damage that may be sustained by them or any of them, or that they or

Regent's Canal Company and others not to be precluded from

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recovering special damages.

any of them may be liable to pay, for or on account or by reason or in consequence of the wilful acts, neglects, or defaults of the Company, or in consequence of the flowing or escape of the water out of the canal, if the same shall be caused or happen by reason of the making or maintaining of the railway or of any of the herein-before-mentioned works respectively, beyond the amount of such liquidated damages as aforesaid; and the canal company and any such owner or other person are and is hereby authorised to sue for and recover such special damages in any court of competent jurisdiction.

For protection of Post Office telegraphs.

16. If in the execution of the works by this Act authorised the Company desire to alter, remove, or otherwise interfere with any telegraph poles, wires, or telegraph apparatus belonging to Her Majesty's Postmaster General, and not situate upon the Company's railway or works connected therewith, the following provisions for the protection of Post Office telegraphs shall apply; (that is to say,)

Before the Company alter, remove, or interfere with any such telegraph poles, wires, or telegraph apparatus, the Company shall give to the Postmaster General one calendar month's previous notice in writing of such intended alteration, removal, or other interference, specifying all requisite and proper particulars relating thereto, and if the Postmaster General shall, before the expiration of one calendar month after the service upon him of the said notice from the Company, give the Company notice of his intention so to do, he may execute at the cost of the Company, and thereafter at his own expense maintain, the works specified in the Company's notice, and such other works, substituted wires, and conveniences as may be reasonably required for making good the telegraph poles, wires, or telegraph apparatus so required to be altered, removed, or interfered with, using all due despatch in the execution thereof, and not interfering with or obstructing the use of the railway. If at the expiration of one calendar month the Postmaster General shall not have commenced such works, then such alteration, removal, or interference may be carried out by the Company, but so as to cause no impediment or obstruction whatsoever to the due transmission of messages along such wires, or, if necessary, along substituted wires to be provided by the Company at their own expense to the satisfaction in all respects of the Postmaster General:

Subject to the provisions of this section, the Company shall from time to time make full compensation to Her Majesty's Post-

master General for any expense, loss, or damage which he is put to or sustains by reason of any such alteration, removal, or other interference with any telegraph post, wire, apparatus, or work of the Postmaster General causing any interruption of or impediment to postal telegraphic communication; and the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues. The amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company:

Nothing in this Act relating to Her Majesty's Postmaster General shall take away, abridge, or prejudicially affect any right, power, estate, or interest of the Postmaster General, or of the Company, under or by virtue of the Telegraph Act, 1868, or any agreement between the Company and the Postmaster General.

Notice to be given before works commenced affecting streets in Limehouse district.

17. The Company shall not commence any of the works by this Act authorised over, through, affecting, or disturbing any of the public streets or places in the district of the Limehouse Board of Works (herein-after called the district board) until they shall have given twenty-one clear days notice in writing to the surveyor for the time being of the district board of their intention to commence the same, and the said works shall at all times be carried on and conducted, so far as they affect any public street or place, to the reasonable satisfaction of the said surveyor, and so as to afford a free and uninterrupted passage for foot passengers through and over the several public streets and places, and in such manner as to cause as little obstruction as possible to the traffic of such streets and places.

Works connected with the Commercial Road to be constructed to the satisfaction of the Limehouse district board.

18. The railway shall be carried over the Commercial Road by means of an iron girder bridge of not less height than the existing railway bridge over the said road at the Stepney Station, and the abutments of such bridge shall not project beyond the fronts of the houses adjacent thereto, but the bridge may be constructed with supports (but which shall be of iron) placed in line with the fronts of the forecourts of the houses, and such bridge and all walls and other works connected therewith, and all repairs and renewals of the same, shall be constructed to the satisfaction of the surveyor of the district board, and the plans and designs for the said bridge 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

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surveyor, and previously to the commencement of the said bridge, and the 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 all costs, charges, and expenses which the 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 the district board by the Company on demand, and in case in the construction of the said bridge and works, or any of them, the Company shall do or cause to be done any injury, interruption, or damage to the said road, or the footpaths by the sides of the said road, or either of them, beyond such temporary damage as may be necessary in the construction of the bridge 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 the said road or footpaths, or of the drains or sewers under the same, shall in the judgment of the said surveyor be rendered necessary, then and in any such case it shall be lawful for the said surveyor to cause all such repairs and alterations to be made as he in his discretion shall think fit, and all costs and 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 the said Commercial Road; and if any question shall arise between the district board and the Company as to the design or construction of the said bridge 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.

Company to keep in repair the bridge over the Commercial Road.

19. The Company shall and they are hereby required to keep the said bridge, supports, and works so to be constructed over or upon the said Commercial Road at all times after the construction thereof respectively in complete repair and good condition, to the satisfaction of the surveyor of the district board; and in case of any want of repair to the said bridge, supports, and works, or any of them, and after notice thereof to the Company by or on behalf of the district board, if the Company shall not for the space of seven 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 district board 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 incurred by the district board shall be paid on demand by the Company.

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

20. The Company shall not be at liberty to commence any of the works connected with the bridge over the said Commercial Road until they shall have given twenty-one clear days notice in writing to the district board, 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 the sides of the said road, and also for three 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.

Prescribing manner of crossing streets by railway.

21. In crossing all streets or public ways, courts or alleys, save as herein-before is specially provided with respect to the Commercial Road, the railway shall be so formed as to leave a clear and open space for such streets or ways, courts or alleys, and that all the bridges underneath the said railway shall span across the whole width of the respective streets or public ways, courts or alleys, which the said railway may cross, so that no part of the abutment, piers, or any other obstruction shall stand or encroach upon any part of the carriage or foot ways, or project beyond the fronts of the houses and premises in the said streets or public ways, courts or alleys, abutting on the said railway, and that the said railway shall be carried over the said streets or public ways, courts or alleys, by straight girder bridges, of not less than sixteen feet clear in height, and the present level of the streets and public ways, courts and alleys, shall not in any manner be altered or interfered with without the previous consent in writing of the district board: Provided always, that the foundations of the piers of the said bridges shall be built so deep in the ground as not to be injurious to the sewers: Provided always, that all the bridges of the said railway, and of the said widening across any such street or public way, court or alley, shall be so constructed so that water shall not run or come through any of the said bridges upon any street or public way, court or alley, and so far as practicable to deaden the sound of engines, carriages, and traffic passing over them: Provided always, that the bridge over Salmon Lane shall be of a clear width between the piers of not less than forty feet in any part, and the Company shall, without payment therefor, give up to and vest in the district board and throw into the public thoroughfare the land lying between the existing boundary of the said thoroughfare and the piers of the said bridge.

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Company to board in ground.

22. If by reason of any of the works hereby authorised any ground shall be thrown open by the Company to any street, court, alley, or public place, the Company shall forthwith enclose and keep enclosed the same, in a line with the houses in such streets, courts, alleys, 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 enclose and keep enclosed 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 board of works for the said district requiring the Company so to do, the said board may so enclose 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.

23. 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 streets or public ways, courts or alleys, within or under the control of the district board, 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, court or alley, whilst the footway on the other side thereof is obstructed by the Company as aforesaid, and the said Company shall forfeit to the district board the sum of two pounds for every day that any materials, rubbish, or other matter or thing shall be laid, shot, or placed as aforesaid, or any obstruction or any interfering 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 district board's costs which they may incur.

24. The Company shall on demand pay to the district board all the costs, charges, and expenses which they may reasonably 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 division of the High Court of Justice as and for liquidated damages.

Consent of district board necessary for certain works.

25. It shall not be lawful for the Company to erect or place any of their works upon any of the streets or public places in the district of the district board without the previous consent in writing of the

district board, nor shall the Company without such consent stop up the thoroughfare called Regent's Court.

Company to light streets under railway.

26. The Company shall at their own expense at all times after the completion of the railway and works by this Act authorised over any street where the length of the street under such railway and works shall exceed sixty feet, if the district board shall so require, keep so much of the said street well and sufficiently lighted with gas at all times during the day and night for affording proper light and security to passengers and traffic using such street, to the satisfaction of the surveyor for the time being of the district board, and the Company shall at their expense provide and maintain all lamp posts, lamps, and other things requisite for such purpose; and if the Company fail or neglect so to light and keep lighted so much of the said street as aforesaid, or to provide and do all things necessary for that purpose, the district board may themselves light the said street and provide and do all things necessary for that purpose, and the Company shall on demand pay the said district board all costs, charges, and expenses they may incur or pay in that behalf.

Bridges, &c. not to be used for advertising purposes.

27. The Company shall not affix or authorise or permit the affixing of any placards, bills, or advertisements to or upon the face of any walls or other parts of any bridge carrying the railway and works over any such street except such as relate to the railway and their train service, and the district board or their authorised officers may prohibit and prevent the affixing of any such placard, bill, or advertisement, and if affixed may remove the same, but in so doing they shall not injure the works of the Company.

Company to restore streets, &c.

28. Except as herein provided, the Company shall not break up or disturb any street or place under the control or direction of the district board, or the pavement thereof, unless at least twenty-one days previous notice in writing of their intention so to do, specifying the street, place, or pavement intended to be broken up or disturbed, be given to the surveyor of the district board or left for him at his office, and when the Company break up or disturb any such street, place, or pavement, they shall, as soon as the works affecting it are completed, and at the furthest within six months after the day on which the works were begun, restore the street, place, or pavement to as good a condition as it was when broken up or disturbed, and shall keep the same in repair for six months thereafter; and if the Company shall fail to restore or repair any such street, place, or pavement within the prescribed periods, they shall forfeit to the district board five pounds for every such offence, and an additional five pounds for every day after the expiration of that period, and

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the district board may restore or repair the street, place, or pavement in such manner as may in the judgment of their surveyor be considered reasonably necessary at the expense of the Company, who shall on request repay the same to the district board.

Penalty if Company neglect to give notice of breaking up streets or fail to observe foregoing provisions.

29. If the Company open or break up any street without giving such notice as aforesaid, or shall refuse or neglect to obey such reasonable direction as aforesaid, or shall make any unnecessary delay in completing any such work, or in filling in the ground, or in reinstating and making good the soil or pavement so opened or broken up by them, or in carrying away the rubbish occasioned thereby, or if they neglect to cause the place where such soil or pavement has been broken up by them to be fenced, guarded, and lighted, they shall forfeit to the district board the sum of twenty pounds for every such offence, and an additional sum of ten pounds per day for every day during which any such default as aforesaid shall continue after they shall have received notice thereof.

General saving of rights of Limehouse district board.

30. 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 said district board, 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.

Notice to be given of taking houses of labouring classes.

31. The Company shall, not less than eight weeks before, under the powers of this Act, they take fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses; and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of labouring classes to be displaced.

32. Before taking under the powers of this Act fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice, and the Company may, for the purpose of procuring such accommodation, appropriate any lands for the time being

belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such land erect labouring-class dwellings, and may let or otherwise dispose of such lands and dwellings, and may apply, for the purposes of this section, or any of them, any moneys they may have already raised or are authorised to raise.

Penalty unless the railway is opened within the time limited.

33. If the Company fail to complete the railway within the period limited by this Act for that purpose, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum per annum on the estimated cost of the railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of "The Railway and Canal Traffic Act, 1854;" and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Chancery Division of the High Court of Justice, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

34. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in

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such proportions as to the Chancery Division of the High Court of Justice may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may be required as aforesaid, shall be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the said Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said division, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Company may apply their funds towards purposes of Act.

35. The Company may apply towards the construction of the railway 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.

Power to raise additional capital.

36. The Company may, subject to the provisions of Part II. of "The Companies Clauses Act, 1863," raise any additional capital, not exceeding in the whole one hundred thousand pounds, by the issue at their option of new ordinary shares or stock or new preference shares or stock in their capital, or wholly or partly by any one or more of those modes respectively, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth part of the amount of such share shall have been paid in respect thereof.

Calls.

37. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow on mortgage.

38. The Company may, in respect of the additional capital of one hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole thirty-three thousand pounds, but no part

thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Former mortgages to have priority.

39. The mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the time of the passing of this Act, shall, during the continuance of such mortgages, but subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages granted by virtue of this Act; and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

40. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Respecting existing provisions as to receiver.

41. Every provision with respect to the appointment of a receiver for enforcing payment by the Company of arrears of

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principal or interest, or principal and interest, contained in any Act passed before the present session of Parliament whereby the Company are authorised to borrow money is hereby repealed, but without prejudice to any appointment which may have been made or to the continuance of any proceedings then pending at the passing of this Act under any such provision.

Arrears may be enforced by appointment of a receiver.

42. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall be not less than five thousand pounds in the whole.

Application of moneys.

43. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied only for the purposes of this Act and the general purposes of the Company.

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

44. The mode of raising and the expenditure of moneys required for carrying into execution the 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.

45. 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.

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

Power to enter into agreements with Great Eastern Railway Company.

47. The Company on the one hand, and the Great Eastern Railway Company on the other, may enter into and carry into effect agreements as to the exercise by the Company and the Great Eastern Railway Company, or either of those companies, of the powers of this Act.

Powers to agree with Millwall Dock Company as to Millwall Extension Railway.

48. The Company and the Great Eastern Railway Company on the one hand, and the Millwall Dock Company on the other hand, may from time to time make and carry into effect agreements for the lease of the Millwall Extension Railway, or of any part thereof, and of any ferry rights connected with the said extension railway, to the said Millwall Dock Company, such lease to be for a term of twenty-one years, and to provide for the payment of a yearly rent of such a sum as will not exceed four pounds ten shillings per centum

per annum upon the capital expended upon the portion of railway and works connected therewith, and upon the ferry rights included in the lease; and for the purposes of the said lease, the expression "the railway" in the clauses of "The Railways Clauses Consolidation Act, 1845," with respect to leasing the railway, shall extend to and include the said ferry and rights connected therewith.

Interest not to be paid on calls paid up.

49. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

50. 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 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.

51. Nothing in this Act contained shall exempt the Company or 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.

52. 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.

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