ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. c.

An Act to enable the *London and Blackwall* Railway Company to lease their Undertaking to the *Great Eastern* Railway Company; and for other Purposes. [19th *June* 1865.]

WHEREAS it is expedient that the *London and Blackwall* Railway Company should be empowered to lease their Undertaking to the *Great Eastern* Railway Company, and that the *Great Eastern* Railway Company should be empowered to take such Lease: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. This Act may be cited for any Purpose as "The *London and Blackwall* Railway Lease Act, 1865."

Short Title.

2. The *London and Blackwall* Railway Company from Time to Time may lease their Undertaking, Railways, Lands, Property, and Effects

Leasing Powers to London and

Blackwall Railway Company.

Effects to the *Great Eastern* Railway Company for such Term, and in consideration of such Rents or Reservations, with such Powers and Privileges, and under and subject to such Covenants, Conditions, Provisions, Regulations, and Restrictions, as the Parties to such Lease shall think proper, and the *Great Eastern* Railway Company may enter into and accept such Lease accordingly.

Effects of Leases.

3. The Lease may comprise the User or Exercise by the Lessees, their Directors, Officers, Agents, and Servants, of all or any of the Powers, Privileges, Rights, or Authorities granted to or which at the Time of making of such Lease might be used or exercised by the Lessors, their Directors, Officers, Agents, or Servants, whether with Reference to their own Undertaking or the Undertaking of any other Company, but subject to the same Restrictions, Obligations, and Regulations as those to which the Lessors, their Directors, Officers, Agents, and Servants respectively, would be liable in the Exercise of such Powers, Privileges, and Authorities if such Lease were not made; and all Contracts and Agreements entered into by the *London and Blackwall* Railway Company with any other Company or Person shall be as binding and obligatory on the *Great Eastern* Railway Company as if their Name had been inserted in such Contract or Agreement, and they had been Party thereto instead of the *London and Blackwall* Railway Company.

Application of Rents on Leases.

4. The *London and Blackwall* Railway Company shall stand possessed of the Rents or Reservations coming to their Hands from any Lease made under this Act, upon trust to pay and apply the same in like Manner as the Income arising from their Undertaking would be applicable if they were in possession thereof.

Clauses as to Leases in 8 & 9 Vict. c. 20. incorporated.

5. The Clauses of "The Railways Clauses Consolidation Act, 1845," with respect to leasing the Railway shall be incorporated with and form Part of this Act.

For Recovery of Rents.

6. If and so often as any Rent or other Payment reserved and made payable by any such Lease be not paid within Twenty-one Days after it becomes payable, and after Demand thereof in Writing by the Secretary of the *London and Blackwall* Railway Company, they may either recover the same from the *Great Eastern* Railway Company, with Costs of Suit, in any Court of competent Jurisdiction, or may levy the same by Distress and Sale of the Goods and Chattels, Estates and Effects, of the *Great Eastern* Railway Company.

Receipt to be sufficient Discharge.

7. A Receipt in Writing under the Hands of any Two of the Directors for the Time being, or under the Common Seal of the *London and Blackwall* Railway Company, for any Monies payable to

to that Company in respect of any such Lease, shall be an effectual Discharge to the *Great Eastern* Railway Company for the Money therein expressed to be received, and from all Liabilities, Claims, and Demands in respect thereof.

Sanction of Shareholders to Lease, &c.

8. No such Lease shall be of any Effect unless previously to the making thereof the same shall have been sanctioned by Three Fifths at least of the Votes of the Shareholders of each Company, being a Party thereto, present, either personally or by proxy, at an Extraordinary Meeting of such Company convened with Notice that such Lease will be submitted for the Sanction of such Meeting, and the Seal of any Company affixed to any such Lease shall, as between the Companies being Parties thereto, be conclusive, and as between both or either of those Companies and any other Person be *primâ facie*, Evidence that the required Sanction of the Shareholders of the Company on whose Behalf such Seal was affixed has been duly given.

Power to enter into Contracts with the London and Blackwall Railway Company.

9. The Directors of the *London and Blackwall* Railway Company and the Directors of the *Great Eastern* Railway Company may enter into any Contracts or Agreements for effecting all or any of the Purposes of this Act, or any Objects incidental to the Execution thereof, and every such Contract or Agreement may contain such Covenants, Clauses, Powers, Provisions, and Conditions as are mutually agreed upon between the Parties thereto.

Agreement with the London and North-western Company confirmed.

10. The Agreement between the *London and North-western* Railway Company of the one Part, and the *Great Eastern* and *London and Blackwall* Railway Companies of the other Part, and set out in the Schedule to this Act, is hereby confirmed, and made binding on the Parties thereto respectively.

Running Powers to North London Company.

11. From and at all Times after the Execution of such Lease as is hereby authorized the *North London* Railway Company may pass over and use with Engines and Carriages of all Descriptions, and with their necessary and proper Servants, for the Purposes of Traffic of all Kinds, the Railways for the Time being of the *London and Blackwall* Railway Company, and may use the Stations, Sidings, Watering Places, Buildings, Appurtenances, Works, and Conveniences belonging to or connected with the said Railways, and the *London and Blackwall* Railway Company and the *Great Eastern* Railway Company shall make all requisite Arrangements and afford all necessary Services and Accommodation for that Purpose, but such Use shall be subject to the Byelaws and Regulations of the *London and Blackwall* Railway Company or, as the Case may be, of the *Great Eastern* Railway Company for the Time being.

12. The

Terms and Conditions of such Running Powers.

12. The Terms and Conditions upon and subject to which the *North London* Railway Company shall be entitled to such Use, Services, and Accommodation, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed between them on the one Part, and (as the Case may be) the *London and Blackwall* Railway Company or the *Great Eastern* Railway Company on the other Part, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decision of such Arbitrator shall be binding and conclusive on all Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; but such Terms and Conditions shall in any event be as favourable to the *North London* Railway Company as shall from Time to Time be in operation between the *Great Eastern* Railway Company and any other Company or Persons.

For protecting local Traffic on London and Blackwall Railway.

13. In exercising the Powers herein-before granted it shall not be lawful for the *North London* Railway Company, unless with the Consent in Writing of the *Great Eastern* Railway Company, to take up at any Station of the *London and Blackwall* Railway any Passengers, Parcels, Goods, or Minerals, and to deliver the same at another Station of the same Railway; and if this Enactment be violated by the *North London* Railway Company they shall for every such Violation pay to the *Great Eastern* Railway Company Fifty Pounds by way of Penalty.

Running Powers to North London Railway Company and Great Eastern Railway Company over Portions of the Railway respectively belonging to the other.

14. From and at all Times after the Execution of such Lease as is hereby authorized, the *Great Eastern* Railway Company and the *North London* Railway Company respectively may pass over and use with Engines and Carriages of all Descriptions, and with their necessary and proper Servants, the following Portions of the Railways of the respective Companies, and may use the Stations, Sidings, Watering Places, Buildings, Appurtenances, Works, and Conveniences belonging to or connected with those Portions; (that is to say,)

The *Great Eastern* Railway Company may pass over and use for the Purpose of Traffic of all Kinds the *North London* Railway between *Poplar* and *Camden Road*, including the Branch of the *North London* Railway Company to the *London and Blackwall* Railway, with the Junctions and Works communicating with any Railway which the *London and North-western* Company may be authorized to make to the Metropolitan Cattle Market:

The *North London* Railway Company may pass over and use that Part of the Railway authorized by "The *Great Eastern* Railway (Metropolitan Stations and Railway) Act, 1864," called Railway Number 3 in the Fourth Section of that Act, which is situate between the *North London* Railway and the intended Junction

Junction with the said Railway Number 3 of the *East London* Railway:

And all the Provisions in this Act contained for settling the Terms and Conditions, Tolls and other Considerations, for the passing over and User by the *North London* Railway Company of the *London and Blackwall* Railway, and for the Protection of local Traffic, shall extend and apply to the Exercise by the respective Companies of the Powers contained in this Enactment, and the *North London* Railway Company and the *Great Eastern* Railway Company shall make all requisite Arrangements and afford all necessary Services and Accommodation for the Purposes aforesaid; but such respective Use shall be subject to the Byelaws and Regulations of the respective Company whose Line shall be so passed over and used as aforesaid.

Part of Sect. 46 of 24 & 25 Vict. c. cxcvi. repealed.

15. And whereas by the Forty-sixth Section of "The *North London* Railway (City Branch) Act, 1861," reciting or referring to an Agreement dated the Fourteenth Day of *April* One thousand eight hundred and fifty-seven between the *North London* Railway Company and the *London and Blackwall* Railway Company, certain Obligations are imposed upon the *North London* Railway Company with reference to the running of Trains to *Fenchurch Street* after the opening of the Branch Railway authorized to be constructed by the same Act: And whereas, after the Execution of any such Lease as by this Act intended to be authorized, the Situation of the respective Companies will be altered, and it is expedient to put an end to the Obligations created by such Clause: Therefore from and after the Execution of the said Lease hereby authorized the Obligations imposed upon the *North London* Railway Company by Paragraphs One and Two of Section Forty-six of "The *North London* Railway (City Branch) Act, 1861," to run Trains every Quarter of an Hour to and from the *Fenchurch Street* Station shall cease and determine at any Time upon Six Months previous Notice in Writing given by the *North London* Railway Company to the *Great Eastern* Railway Company, and the Provisions of the said Section Forty-six as to the Payments to be made by the *North London* Railway Company to the *London and Blackwall* Railway Company in respect of Passengers carried in such Trains, and as to Equality of Fares between *Fenchurch Street* and *Liverpool Street*, shall from and after the Cesser of the said Obligation of the *North London* Railway Company be absolutely null and void.

Not to affect Agreements with Great Northern Railway Company.

16. Nothing contained in this Act, or in any Lease granted by virtue thereof, shall invalidate or prejudicially affect a certain Deed of Covenant made the First Day of *August* in the Year One thousand eight hundred and fifty-nine between the *London and Blackwall* Railway Company of the one Part and the *Great*

Northern Railway Company of the other Part, or a certain other Indenture made the First Day of *December* One thousand eight hundred and sixty, or a certain Deed of Demise dated the Twenty-eighth Day of *May* One thousand eight hundred and sixty-three, between the same Parties, but all the Covenants, Stipulations, and Restrictions contained in the said several Deeds shall remain to all Intents and Purposes as binding and effectual for and against the Parties thereto as if this Act had not passed; and if the Lease hereby authorized be granted, the said Covenants, Stipulations, and Restrictions shall be as binding and effectual for and against the *Great Eastern* Railway Company, whilst they shall be in possession of the Premises demised under the said Lease, as they would have been upon the *London and Blackwall* Railway Company if the Lease had not been granted; and it shall be lawful for the said *Great Northern* Railway Company, upon Three Months Notice, at any Time previously to the Expiration of the Terms respectively granted to them of the Premises comprised in the said Deeds, to require the same to be renewed in perpetuity upon the same Terms as they now hold the same, or upon such other Terms or Conditions as shall be agreed upon between the said *Great Northern* Railway Company and the Company in whom the said *Blackwall* Railway may at that Time be vested, and the same shall be renewed accordingly.

Running Powers to Great Northern Company.

17. From and at all Times after the Execution of such Lease as is hereby authorized the *Great Northern* Railway Company may pass over and use with Engines and Carriages of all Descriptions, and with their necessary and proper Servants for the Purposes of Traffic of all Kinds, the Railways for the Time being of the *London and Blackwall* Railway Company, and may use the Stations, Sidings, Watering Places, Buildings, Appurtenances, Works, and Conveniences belonging to or connected with the said Railways, and the *London and Blackwall* Railway Company and the *Great Eastern* Railway Company shall make all requisite Arrangements and afford all necessary Services and Accommodation for that Purpose, but such Use shall be subject to the Byelaws and Regulations of the *London and Blackwall* Railway Company or, as the Case may be, of the *Great Eastern* Railway Company for the Time being.

Terms and Conditions of such Running Powers.

18. The Terms and Conditions upon and subject to which the *Great Northern* Railway Company shall be entitled to such Use, Services, and Accommodation, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed between them on the one Part, and (as the Case may be) the *London and Blackwall* Railway Company or the *Great Eastern* Railway Company on the other Part, be from Time to Time determined by an Arbitrator

Arbitrator to be appointed by the Board of Trade, and the Decision of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; but such Terms and Conditions shall in any event be as favourable to the *Great Northern* Railway Company as shall from Time to Time be in operation between the *London and Blackwall* or the *Great Eastern* Railway Companies respectively and any other Company or Persons.

For protecting local Traffic on London and Blackwall Railway.

19. In exercising the Powers herein-before granted it shall not be lawful for the *Great Northern* Railway Company, unless with the Consent in Writing of the *Great Eastern* Railway Company, to take up at any Station of the *London and Blackwall* Railway any Passengers, Parcels, Goods, or Minerals, and to deliver the same at any other Station of the same Railway; and if this Enactment be violated by the *Great Northern* Railway Company they shall for every such Violation pay to the *Great Eastern* Railway Company Fifty Pounds by way of Penalty.

Midland Railway Company to have certain Rights over London and Blackwall Railway.

20. And whereas by a certain Agreement bearing Date the Twenty-sixth Day of *April* One thousand eight hundred and sixty-four between the *Great Eastern* Railway Company of the one Part and the *Midland* Railway Company of the other Part the *Midland* Railway Company are entitled to certain special Running Powers and Facilities over and at certain Portions of the Railway and certain Stations of the *Great Eastern* Railway Company: Therefore during the Continuance of any Lease or Agreement for Lease which may be granted or entered into in pursuance of the Powers of this Act the *Midland* Railway Company shall be entitled to run over and use with their Engines, Carriages, and Waggons not only the Lines and Stations of the *Great Eastern* Railway as mentioned in the said Agreement, but also and for all Purposes of Passenger, Goods, or Mineral Traffic the *London and Blackwall* Railway and the Stations thereon, and that Portion of the *Great Eastern* Railway which extends from its Station at *Stratford* to the *London and Blackwall* Railway at *Bow*, with Power to appoint Agents, Clerks, and Porters, and with such other Powers, Privileges, and Advantages over the *London and Blackwall* Railway and the Railway between *Stratford* and *Bow* as by the said Agreement are to be granted by the *Great Eastern* Railway Company to the *Midland* Railway Company on the *Great Eastern* Railway and Stations as therein mentioned, and subject to all such reasonable Regulations as shall for the Time being be in force respecting the Traffic of the *Great Eastern* Railway Company; and if any Question shall arise as to the Extent of such special Running Powers, or Station or other Accommodation or Facilities, or the Payment in respect of the same respectively, or

such

such Regulations as aforesaid, the same shall be determined by Arbitration according to the Powers of "The Railway Companies Arbitration Act, 1859."

Deposits for future Bills not be paid out of Companies Capital.

21. The Companies respectively shall not, out of any Money by any Act relating to the Companies respectively authorized to be raised for the Purpose of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing such Companies, or either of them, to construct any Railways, or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

22. Nothing herein contained shall be deemed or construed to exempt the Railways authorized by the Acts relating to the Companies from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present 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 Tolls for small Parcels, authorized by this or the said Acts.

Defining Terms "Superior Courts" and "Court of competent Jurisdiction."

23. The Expression "Superior Courts," or "Court of competent Jurisdiction," or other like Expression in this Act 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.

Expenses of Act.

24. The Expenses, Costs, and Charges of preparing and passing this Act and incidental thereto shall be paid by the *London and Blackwall* Railway Company.

SCHE-

SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT made this Twentieth Day of March One thousand eight hundred and sixty-five between the London and North-western Railway Company of the one Part and the Great Eastern and London and Blackwall Railway Companies of the other Part.

The Opposition of the London and North-western Railway Company to the leasing of the Blackwall Line by the Great Eastern Company to be withdrawn on the following Terms :

1. If Lease granted, the London and North-western Company to have Running Powers over the Blackwall Railway from the Junction with the North London Line at Stepney to the East and West India Docks at Blackwall, and to the London Docks, with the Use of Sidings, Depôts, and Conveniences there respectively, so far as the Blackwall Company have the Right to grant such Use, upon Terms to be agreed or settled by Arbitration as herein-after provided, but such Terms to be not less favourable than those granted from Time to Time to other Companies or Persons.

2. The London and North-western Railway Company to have Running Powers over the Line of the Great Eastern Company between Hackney Wick, through Stratford, to the Victoria Docks, with the Use of Sidings, Depôts, and Conveniences there or in connexion therewith, so far as the Great Eastern Company have the Right to grant such Use, upon Terms to be agreed upon or settled by Arbitration in manner herein-after provided.

3. In exercising the Powers herein-before granted it shall not be lawful for the London and North-western Railway Company, unless with the Consent in Writing of the Great Eastern Railway Company, to take up at any Station of the London and Blackwall Railway any Passenger, Parcels, Goods, or Minerals, and to deliver the same at another Station of the same Railway ; and if this Enactment be violated by the London and North-western Railway Company they shall for every such Violation pay to the Great Eastern Railway Company Fifty Pounds by way of Penalty.

4. If the London and North-western Railway Company construct a Branch Railway from the North London Railway to the Cattle Market in Caledonian Road, the Great Eastern Railway Company shall have the Right to use such Branch for Traffic passing to and from such Market upon Terms to be agreed upon, or, failing Agreement, settled by Arbitration in manner herein-after provided.

5. A formal Agreement in strict Accordance with these Heads to be executed at the Request of either Company, and to be settled in case of Difference by John Horatio Lloyd, Esquire, or, him failing, by John Bullar, Esquire.

6. Any Dispute or Difference arising out of this Agreement to be settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

7. This Agreement to be confirmed by the Leasing Bill now before Parliament.

The Seal of the Great Eastern Railway Company.

The Seal of the London and Blackwall Rail way Company.

The Seal of the London and North-western Railway Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.