ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxvi.

An Act to authorize the Construction by the *London and Blackwall* Railway Company of Railways in the Parishes of *Stepney, Poplar,* and *Limehouse,* to be called "The *London, Blackwall, and Millwall Extension* Railway;" to authorize Agreements with other Companies with reference thereto; and for other Purposes. [19th *June* 1865.]

WHEREAS the Construction of Railways in the Parishes of *Stepney*, *Limehouse*, and *Poplar*, in connexion with the *London and Blackwall* Railway, would be attended with local and public Advantage: And whereas the *London and Blackwall* Railway Company, in this Act called "the Company," are willing to undertake the Construction of such Railways, and it is expedient that the Company should be authorized to raise further Sums of Money, and that some of the Provisions of the Acts relating to the Company should be amended and enlarged: And whereas it is also expedient that such Powers of Agreement as are in this Act expressed should be conferred on the Company and the several Companies respectively herein-after mentioned; but 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,)

Interpretation of Terms.

1. In this Act the Expression "the Extension Railway" means the new Railways and other Works by this Act authorized; the Expression "the Undertaking of the Company" means and includes the existing Lines of Railway, Stations, Works, and Property of the Company and the new Railways and other Works authorized by this Act, unless there be something in the Subject or Context repugnant to or inconsistent with such Construction.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "*London, Blackwall, and Millwall Extension* Railway Act, 1865."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

3. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. and Part III. of "The Railways Clauses Act, 1863," are incorporated with and form Part of this Act.

Same Meanings to Words in this Act as in incorporated Acts.

4. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

"Court of competent Jurisdiction."

5. The Expression "Superior Courts," or "Court of competent Jurisdiction," or other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Power to Company to raise additional Capital by new Shares.

6. The Company may from Time to Time raise (in addition to the Sums of Money which they are already authorized to raise) any further Sums not exceeding in the whole Two hundred and fifty thousand Pounds by the Creation of new Shares in their Undertaking, and such Shares may be issued either as new Ordinary Shares or new Ordinary Stock in the Capital of the Company, or as new Preference Shares or new Preference Stock, as the Company from Time to Time think proper.

7. The

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

7. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of the Shares into Stock;

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And Part I. and Part II. of "The Companies Clauses Act, 1863;" shall be incorporated with the Act.

Restriction upon Issue of Shares.

8. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person 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 up in respect thereof.

Limit of Amount and Number of Calls.

9. The Amount of any One Call to be made upon the Shares created under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

As to Votes of Proprietors of Shares.

10. The Proprietors of any Shares to be issued under the Authority of this Act, shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been Ordinary Stock of the Company.

Sect. 77. of 8 & 9 Vict. c. 16. to apply to all Proxies.

11. The Seventy-seventh Section of "The Companies Clauses Consolidation Act, 1845," with respect to Regulations as to Proxies, shall extend and apply to Proxies to be used at any Meeting of the Company.

Qualification, &c. for new Shares.

12. The new Shares to which any Preferential Dividend shall be attached, or the Stock into which the same may be converted, shall not

not confer upon the Holders thereof any Right to vote at any Meeting of the Company, or a Qualification for the Office of Director.

Power to borrow on Mortgage.

13. The Company may from Time to Time, under the Powers of this Act, borrow any additional Sum of Money not exceeding Eighty-three thousand Pounds, either by Mortgage of their Undertaking or by the Issue of Debenture Stock, in pursuance of the Powers and subject to the Provisions and Restrictions contained in "The *London and Blackwall* Railway Act, 1860;" but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove 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 the additional Capital are issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid up on account thereof before or at the Time of the Issue or Acceptance thereof, and that all such Shares are taken in good Faith and are held by the Subscribers or their Assigns, those Subscribers or their Assigns being legally liable for the same (of which Matters the Certificate of the Justice shall be sufficient Evidence).

Existing Mortgages to have Priority.

14. All Mortgages and Bonds granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be created by virtue of this Act.

Application of Sums raised under this Act.

15. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes by this Act authorized.

Company may apply Money for Purposes of Act.

16. The Company may apply for the Purposes of this Act any Monies from Time to Time belonging to them which they may have raised or may have been authorized to raise under the Powers of any Act or Acts relating to their Undertaking, and which may not be required for the Purposes for which the same were authorized to be raised.

Power to make Extension Railway according to deposited Plans.

17. And whereas Plans and Sections of the Extension Railway, describing the Lands which by virtue of this Act are intended to be or may be taken or used for the Purposes thereof, and of the Works and Conveniences to be connected therewith, and also Books of Reference to such Plans containing the Names of the Owners or reputed

reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the County of *Middlesex*: Therefore, subject to the Provisions contained in this Act and in the Schedule thereto, and in the Acts wholly or partially incorporated herewith, and to the Powers of Deviation in such Acts and this Act contained, it shall be lawful for the Company to make the Extension Railway, with all proper Stations and other Works and Conveniences, in, upon, or over the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the Lands described upon the said Plans and in the said Books of Reference as may be necessary for such Purposes, and to purchase and acquire any Easement, Right, or limited Interest upon, over, through, or in any of the said Lands.

As to certain Plans deposited with Vestry Clerks and Clerks of District Boards.

18. And whereas by "The Railways Clauses Consolidation Act, 1845," it is provided that a Certificate of any Omission, Mis-statement, or erroneous Description in certain Plans and Books of Reference therein referred to should be deposited with the Parish Clerks of the several Parishes in *England* in which the Lands affected thereby should be situate, and it is also provided that certain Plans and Sections of such Alterations in the original Plans and Sections as shall have been approved of by Parliament should also be deposited with the Clerks of the several Parishes, and be retained and produced by them for Inspection in manner therein mentioned: And whereas in compliance with the present Standing Orders of both Houses of Parliament the several Plans, Sections, and other Documents heretofore required to be deposited with the Parish Clerks are, in respect of Lands in any Parish comprised in "The Metropolis Management Act, 1855," to be deposited with the Vestry Clerk if the Parish be in Schedule (A.) to that Act, and with the Clerk of the Board of Works for the District if the Parish be in Schedule (B.) of such Act: Therefore, with reference to and for all the Purposes of this Act, in all the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to the Matters aforesaid, the Expression "Parish Clerks of the several Parishes," or "Clerks of the several Parishes," shall be read and construed as if in that Act the Expression "Vestry Clerk of the Parish," if the Parish be in the said Schedule (A.), and "Clerk of the Board of Works of the District," if the Parish be in Schedule (B.) of the said Metropolis Management Act, as the Case may be, had been used and inserted in lieu of the Expression "Parish Clerks," or "Clerks of the several Parishes," as the Case may be.

Notice to be given of taking of

19. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially

Houses of Labouring Classes.

partially 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 the Company have made known their Intention to take the same in manner herein-before required.

Describing Works.

20. The Railways which the Company may make under the Powers of this Act are the following, which are distinguished on the deposited Plans by the Numbers herein-after mentioned; (that is to say,)

No. 2. A Railway wholly in the Parish of *All Saints*, *Poplar*, commencing at or about Ninety Yards to the Eastward of the Point where the *West Ferry Road* and *Glengall Road* unite, and terminating at or near the Quay or Wharf or River Wall on the Northern Shore of the River *Thames* at or near a Point about Twenty-two Yards to the Eastward of the Draw Dock or Landing Place at the Southern End of *Johnson Street*:

No. 3. A Railway wholly in the Parish of *All Saints*, *Poplar*, from and out of the last-mentioned intended Railway (Number 2), and also from and out of the Railway (Number 4), herein-after described, commencing by a Junction with the said intended Railways (Numbers 2 and 4) at or near to a Point on the East Side of the *East Ferry Road* Two hundred and ten Yards or thereabouts Northward of the Point where the *East Ferry Road* and the *Manchester Road* unite, and terminating at or near the Wharf or Quay or River Wall of the River *Thames*, in the Works now or lately occupied by the Admiralty, at a Point being about Three hundred and seventy Yards to the Northward of the *Cubitt Town* Pier:

No. 4. A Railway wholly in the Parish of *All Saints*, *Poplar*, from and out of the *London and Blackwall* Railway, commencing by a Junction with that Railway at or near to a Point One hundred and thirteen Yards or thereabouts to the Westward of a Foot-bridge over the *London and Blackwall* Railway at the South End of *Harrow Lane*, and terminating at the Quay or Wharf or River Wall on the Northern Shore of the River *Thames* at or near to a Point Twenty-two Yards or thereabouts to the Eastward of the Draw Dock or Landing Place at the Southern End of *Johnson Street*:

No. 5. A Railway wholly in the Parish of *All Saints*, *Poplar*, from and out of the before-mentioned intended Railway Number 4, commencing by a Junction therewith at or near to a Point on the East Side of the *East Ferry Road* Ninety-seven Yards or there-

thereabouts to the Eastward of the North-east Corner of the *Chapel Houses*, and terminating by a Junction with the before-mentioned intended Railway Number 2 at or near to a Point Sixty-five Yards or thereabouts to the Northward of the Northern End of *Cahir Street*, and One hundred Yards or thereabouts West from the North-west Corner of the *Millwall* Iron Works:

No. 7. A Railway commencing in the Parish of *Saint Dunstan, Stebonheath*, otherwise *Stepney*, by a Junction with the Line of the *London and Blackwall Extension* Railway from *Stepney* to *Bow*, at or near a Point about One hundred and thirty-three Yards Northward from the *Rhodeswell Road*, where the same is now crossed by the Extension Railway lastly mentioned, and terminating in the Parish of *Saint Anne, Limehouse*, by a Junction with the Line of the *London and Blackwall* Railway to *Blackwall* at or near the Place where that Railway passes over *Island Row*.

If certain Consents given, Company to carry Railway over East Ferry Road.

21. If such Consent and Authority shall be given, as provided and required by "The Railways Clauses Consolidation Act, 1845," to such an Alteration in the Levels of the Railways Number 2 and Number 4 at and near the crossing of the *East Ferry Road* as will enable the Company to carry those Railways over the said Road, then and in that Case the said Railways Number 2 and Number 4 shall not be made according to the Levels defined on the Sections so deposited as aforesaid, but shall, in accordance with such Consent and Authority as aforesaid, be so altered as that the present Level of the *East Ferry Road* shall remain as it now is, and the said Railways Number 2 and Number 4 be carried over the said Road by means of a Girder Bridge, which shall be of not less Span than Forty Feet, and with a Headway of the clear Height of not less than Fifteen Feet; and all Works affecting the said *East Ferry Road* shall be executed to the reasonable Satisfaction of the Directors of the *Poplar and Greenwich* Ferry Company.

Company may purchase certain additional Lands, and stop up certain Streets.

22. The Company may take for the Purposes of this Act the additional Lands and Houses in the Parish of *Saint Anne, Limehouse*, between *Gun Lane, Railway Buildings*, and *Rich Street*, delineated on the said Plans and described in the Books of Reference thereto, and may stop up the Street called *Railway Buildings* and the Street called *South Street*, and the Company may appropriate and use for the Purposes of this Act any Street, Court, Square, or Passage which may be stopped up under the Powers of this Act.

Consent of Conservators of Thames to certain Works.

23. The Company shall not make or commence 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;

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.

Restrictions as to Encroachments on Bed of River.

24. Nothing in this Act contained shall authorize 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 Plan approved by the Conservators of the River *Thames*.

Company not to take Gravel from River.

25. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames* without the previous Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

Lights to be exhibited.

26. During the making of the Works authorized by this Act abutting on or projecting into the River *Thames*, the Company shall hang out or exhibit thereat or near thereto, and for ever after the Completion of the Works, if any of them abut on or project into the River *Thames*, the Company shall hang out or exhibit next the River *Thames*, 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.

As to public Stairs.

27. Before the Company shut up, remove, or take away or in any Manner obstruct the free Use and Enjoyment of any existing free public Stairs or Landing Place, they shall cause some equally convenient free public Stairs or Landing Place to be erected or provided in the Place or Stead of the Stairs or Landing Place so intended to be shut up, removed, or taken away, or the free Use and Enjoyment of which may be in any Manner obstructed.

In case Works abandoned.

28. If any Work so constructed by the Company in the River *Thames*, or if any Portion of any Work to be made by the Company which

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 Rights of Conservators.

29. Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, 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.

Company to make Culvert for Pipes under Railway belonging to the East London Waterworks Company.

30. Whenever, in the Construction of the Railway, Sidings, Tramways, and other Works by this Act authorized, it shall be found necessary for any Purpose to cross on the Level any Road, Street, or Place wherein any of the Mains, Pipes, or other Works of the *East London* Waterworks Company, herein-after called the *East London* Company, shall be laid, the Company shall, at their own Expense, construct and maintain, for the sole Purposes of the *East London* Company, a Culvert under the Railway, Siding, Tramway, or other Work, for the entire Breadth thereof, and shall lay therein and well and effectually connect substituted Mains and Pipes for maintaining and continuing the Water Supply, and each such Culvert shall be of not less than Four Feet Six Inches in Width and Four Feet Six Inches in Height, and of such Form that the Main or Pipe therein may be at all Times easily accessible for the Purposes of Inspection and Repair, and each such Main or Pipe so laid shall be furnished with a Sluice at each End of the Portion so laid under the Railway: Provided always, that where any Sidings, Tramways, or Turntables authorized by this Act shall be constructed, and no Locomotive Engine shall be at any Time used thereon, it shall not be necessary for the Company to construct a Culvert of the Nature or Dimensions herein-before specified, but the Company shall at their own Expense construct and maintain a round or Barrel Culvert of Brick or Iron, and of an internal Dimension of not less than Six Inches larger than the Pipes or Mains of the *East London* Company, and shall at their own Expense lay therein and well and effectually connect substitute Mains and Pipes for maintaining such Water Supply as aforesaid.

All Works connected with the East London Waterworks Company to be executed to the Satisfaction and under the Direction of the Engineer of that Company.

31. And whereas the Railways by this Act authorized, or some of them, will or may intersect or otherwise interfere with divers Streets, Roads, and Places in the Parishes along, in, or under which the Mains, Pipes, Plugs, and other Apparatus and Works of the *East London* Waterworks Company are laid, and it may be necessary for the Purposes of this Act to alter or otherwise interfere with the said Mains, Pipes, Plugs, Apparatus, and other Works, and it is expedient that Provision should be made for preventing any Interruption in the Supply of Water by the *East London* Company by reason of such Alteration or Interference: Therefore, all Works, Matters, or Things which, under the Provisions of "The Railways Clauses Consolidation Act, 1845," or of this Act, the Company may be empowered or required to do or execute with reference to or affecting the Mains, Pipes, Plugs, Apparatus, or other Works of the *East London* Company, shall be done and executed by and at the Cost of the Company, but to the reasonable Satisfaction and under the sole Direction of and in such Manner as shall be required by the principal Engineer for the Time being of the *East London* Company, and such Works, Matters, or other Things shall not be commenced until after Twenty-one Days previous Notice thereof in Writing shall have been given to the *East London* Company, by leaving such Notice at their principal Office for the Time being, nor until the Company shall have provided, to the Satisfaction of the Engineer for the Time being of the *East London* Company, all such temporary Works and Conveniences as shall be necessary for the Preservation and Continuance of an uninterrupted Supply of Water to the District supplied by the Mains, Pipes, Apparatus, or other Works proposed to be altered or interfered with: Provided always, that if the *East London* Company shall elect themselves to execute any Portion of the said Works, Matters, and Things which the Company may be empowered or required to do or execute with reference to or affecting the said Mains, Pipes, Apparatus, or other Works of the *East London* Company, and of such their Election shall give Seven Days Notice in Writing to the Company by leaving the same at their Head Office in *London*, the *East London* Company may themselves execute that Portion of the said Works, Matters, and Things, and the Expense of and incident to the executing the same shall be repaid by the Company to the *East London* Company, on Demand, and such Expense may be recovered from the Company in any Court of competent Jurisdiction.

Penalty for interrupting the Supply of Water.

32. If any Interruption whatsoever in the Supply of Water by the Mains and Pipes of the *East London* Company shall be in any way occasioned by the Company, or by any Act or Omission of them, or of their Contractors, Agents, Workmen, or Servants, or of any Person or Persons in their Employ, the Company shall forfeit and

and pay to the *East London* Company, for their Use and Benefit, the Sum of Fifty Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the *East London* Company in any Court of competent Jurisdiction.

Company to pay all Damages sustained by East London Waterworks Company.

33. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the *East London* Company all Costs, Losses, Damages, and Expenses which may be occasioned to the *East London* Company, or to any of their Mains, Pipes, Plugs, Apparatus, Property, Works, and Conveniences thereof, or to the Supply of Water by the *East London* Company, or to any Person or Persons now or at any Time hereafter to be supplied by them, or otherwise by reason of the Execution or Failure of any of the intended Railways and Works, or of any Act or Omission of the Company, or of any of the Contractors, Agents, Workmen, or Servants, or any of the Persons in their Employ, or of their Contractors or others, and the Company will effectually indemnify and hold harmless the *East London* Company from all Claims and Demands upon or against them by reason of such Execution or Failure, or of any such Act or Omission.

Works connected with the Commercial Road to be constructed to the Satisfaction of the Trustees of that Road.

34. The Extension Railway shall be carried over the *Commercial Road* by means of an Iron Girder Bridge of not less Height over the Road than the existing Railway Bridge 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 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 under the Direction and Superintendence of the Engineer for the Time being of the Company, and to the Satisfaction of the Engineers or Surveyors to the Trustees of the said Road and the Board of Works for the *Limehouse* District respectively; 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 last-mentioned Engineers or Surveyors; 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 respective Engineers or Surveyors of the said Trustees and Board of Works; and all Costs, Charges, and Expenses which the said Trustees and the Board of Works 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 Trustees and Board of Works respectively by the Company, on Demand;

mand; 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 Surveyor to the said Trustees as regards the Carriageway, and as regards the Footpaths to the Satisfaction of the Surveyor of the *Limehouse* District Board of Works, or if by reason of the Construction of any of the Works hereby authorized 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 either of the last-mentioned Surveyors, be rendered necessary, then and in any such Case it shall be lawful for the same Surveyors or either of them to cause all such Repairs and Alterations to be made as they or he, in their or 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 authorize the Company to alter the present Level of the said *Commercial Road*; and if any Question shall arise between the Trustees, the Board of Works, and the Company, or either of them, 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.

35. The Company shall and they are hereby required to keep the said Bridge and Works so to be constructed over or upon the said *Commercial Road* at all Times after the Construction thereof respectively in complete Repair, to the Satisfaction of the Engineers or Surveyors to the Trustees of the said Road and the said Board of Works for the *Limehouse* District respectively; and in case of any Want of Repair to the said Bridge and Works or any of them, and after Notice thereof to the Company by or on behalf of the said Trustees or Board of Works, 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 said Trustees or 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 incurred by the said Trustees or Board of Works shall be paid, on Demand, by the Company.

Notice to be given to Trustees of

36. The Company shall not be at liberty to commence any of the Works connected with the Bridge over the said *Commercial Road* until

until they shall have given Seven clear Days Notice in Writing to the said Trustees or District Board of Works, or their respective Engineers or Surveyors 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 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.

Commercial Road of Commencement of Works, and free Passage to be preserved during their Construction.

37. Whereas it is intended to carry the Railway No. 7 by this Act authorized to be made by means of Bridges over the *Regent's* Canal, as well at a Point contiguous to the South Side of the existing *London and Blackwall Extension* Line of Railway, and marked with the Number 14 on the deposited Plan, in the Parish of *Saint Ann, Limehouse*, in the County of *Middlesex*, as also at another Point immediately over the *Salmon's Lane Bridge*, and marked with the Number 54, in the said Parish of *Saint Anne, Limehouse*, and it is expedient to make Provision in respect thereof: Therefore (except as herein-after mentioned) nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Company of Proprietors of the *Regent's* Canal (herein-after called "the Canal Company"); and the Company shall not, without the Consent 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 Bridges herein-after mentioned) any Part of the Canal or of the Towing-path, Locks, Lay-byes, Wharfs, or Works connected with the Canal, or any Land belonging to the Canal Company; and 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 Canal is crossed; 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 Bridges); and the Fee Simple of the Canal Company's Land over which the Railway and the Works connected therewith are intended to pass shall remain vested in the Canal Company, subject nevertheless to the Right of the Company and their Successors for ever hereafter to construct and maintain the Railway and Works hereby authorized,

Saving the Rights of the Regent's Canal Company.

and to have, use, and possess such Way and Passage for the Railway and Works by means of Bridges over the Canal, as are hereby provided for, together with all Rights and Easements necessary to the due Use and Enjoyment of the same.

Construction of Bridges over the Regent's Canal.

38. For the Purpose of carrying the Railway No. 7 over the *Regent's* Canal the Company shall construct and make Two Bridges of Brick, Stone, or Iron over the Canal and the Towing-path thereof, as herein-after mentioned; and the Bridge to be made over the Canal at the Point contiguous to the South Side of the existing *London and Blackwall Extension* Line of Railway shall be equal in Height and Span to the existing Bridge carrying that Railway over the Canal; and no Part of the Soffit or Underside of the Railway Bridge to be made over the Canal at *Salmon's Lane Bridge* shall be less than Thirty Feet clear above the Level of the top Surface of the present Weir of *Commercial Road* Lock of the Canal; and such last-mentioned Railway 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 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 last-mentioned Bridge 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 Underside 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 several Piers and Abutments of the Bridges 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, except so far as any such Alteration is caused by the Erection of One of the Piers of the Bridge to be made over the Canal on the South Side of the existing *London and Blackwall Extension* Line of Railway; 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 Bridges and Arch and the Works connected therewith respectively, 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.

39. The

Company to construct and keep in repair the Bridges and Works.

39. The Bridges 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, and for preserving a free and uninterrupted Passage along the Canal and Towing-path, the Bridges 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 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 Bridges or Arch respectively shall be imperfectly constructed, or if at any Time or Times thereafter the Bridges or Arch or any Part thereof respectively shall be out of Repair, or if, in sinking the Foundations of the Abutments of the Bridges 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 Bridges, 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 be incurred by them in and about the Superintendence and the Construction of all the herein-before mentioned Works and Repairs.

Bridges, &c. to be completed in

40. The Bridges and Arch, and all the Works connected therewith respectively, shall be completed within the Period of Twelve Months

Twelve Months.

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 authorized 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 Bridges or Arch, or any 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 reasonable 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 Five 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 Ten Pounds as liquidated Damages for every Hour during which such Obstruction or Interruption shall continue.

Penalty for causing Loss of Water or Obstruction in the Navigation of the Regent's Canal.

Regent's Canal Company and others not to be precluded from recovering special Damages.

41. 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 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

Amount of such liquidated Damages as aforesaid; and the Canal Company, and any such Owner or other Person, are hereby authorized to sue for and recover such special Damages in any Court of competent Jurisdiction.

Regulations as to Works affecting the Millwall Canal Company.

42. In constructing the Railways within or adjoining the Property of the *Millwall* Canal Company, the Company shall conform to the following Conditions and Regulations; (that is to say,)

First, the Bridges for carrying the Extension Railways No. 2 and No. 3 over the Western and Eastern Entrances respectively of the *Millwall* Canal, and the Bridge for carrying Railway No. 4 over the said Canal, shall be constructed by and at the Cost of the Company, to the reasonable Satisfaction of the Engineer of the *Millwall* Canal Company, and shall be Opening Bridges of a Span of not less than Eighty Feet on the Square, with Headways of the clear Height throughout their entire Span of not less than Three Feet above the Level of *Trinity* High Water:

Second, the motive Power and Cost of working all the said Bridges shall be provided and paid by the Company, and the said Bridges shall (unless otherwise agreed by the *Millwall* Canal Company) be worked by that Company to the reasonable Satisfaction of the Railway Company, but in conformity with the Regulations following; (that is to say,) that neither of the Bridges shall be permitted to remain open so that the Traffic over the same may be interrupted for a greater Period of Time than necessary, nor beyond the Space of Fifteen Minutes at any One Time, and immediately after the Expiration of such Fifteen Minutes the Bridge shall be properly closed and secured for Traffic, and shall not be again opened when any Train shall be due or waiting to pass over the same until the Expiration of Ten Minutes next after the Time when the same shall have been so closed and secured.

Thirdly, all the Bridges herein-before prescribed, and all Works connected therewith, and all Repairs, Renewals, and Reparations of the same, shall be executed, and at all Times after the Construction thereof maintained, by and at the Cost of the Company, and to the reasonable Satisfaction of the Engineer for the Time being of the *Millwall* Canal Company.

Restricting Deviations of Railway No. 4.

43. As regards the Extension Railway Number 4, the Company shall not deviate to the Westward of the Centre Line as laid down on their Plans deposited with the Clerk of the Peace for the County of *Middlesex* at any Point lying between the Southern Boundary of the *East and West India* Dock Company's Property and the Commencement of Railway Number 5, as by this Act authorized.

Company to permit the Millwall Canal Company to make certain Sidings, Junctions, and Tramways.

44. The Company shall permit the *Millwall* Canal Company to make, maintain, and alter all such Sidings, Tramways, Junctions, and Turntables, to connect any of the Extension Railways numbered 2, 3, 4, and 5, with any Wharf or Premises adjoining or abutting upon any of their proposed Canals, Basins, or Water Space, as may be agreed to by the Engineers of the Two Companies, or, in case of Difference, as shall be decided by the Board of Trade.

Company to acquire Easement for laying down their Lines of Railway over Land of the Millwall Canal Company.

45. The Company shall not, without the Consent in Writing of the *Millwall* Canal Company, enter upon, take, use, or acquire any of the Land of the *Millwall* Canal Company, or which the said *Millwall* Canal Company has Power to enter upon, take, use, or acquire, but the *Millwall* Canal Company shall grant an exclusive Right of Easement in perpetuity over such Land as shall be requisite for the Construction of Two Lines of Railway.

For Protection of Sewers of Metropolitan and other Boards.

46. 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 prejudicially to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1845," 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 Vestry, or either of them, or shall or may in any way prejudicially 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 or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, 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 or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen 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 or Vestries, in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively 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

Metropolitan Board, District Board, and Vestry 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, District Board, or Vestry, as the Case may be, at the Cost, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board, or any District Board or Vestry, may be put to by reason of the Works of the Company, whether in the Execution of the Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or Vestry 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, District Board, and Vestry respectively, as the Case may be, as any Sewers or Works now 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, District Board, and Vestry, or any or either of them, or of their Successors, but that all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Construction of Bridges over public Streets within Limits of the Metropolis.

47. In the Construction of the Railway and Works the following Rules shall be observed:

1. Except as herein otherwise provided, wherever the Railway shall be carried across any public Carriage Road or public Street within the Limits of the Metropolis, as defined by "The Metropolis Management Amendment Act, 1862," it shall be made there, 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):
2. Except as herein otherwise provided, the Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Eighteen Feet in the Centre, and the Arch over any such Road or Street shall be formed of an ornamental Character, to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works:
3. So far as relates to such Portions of the Railway Number 7 as are situated between its Junction with the Line of the *London and Blackwall Extension* Railway from *Stepney* to *Bow* and the *Commercial Road*, and between that Road and the Junction with the *London and Blackwall* Railway near *Island Row*,

Row, the Bridges or Arches over the public Carriage Roads or Streets shall be of the same Height as those of the existing Railway over the same Roads or Streets:

4. The Railways Numbers 2, 3, and 4 shall be carried over *Manchester Road* by Girder Bridges of not less than Fifteen Feet in Height:

5. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses: 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:

6. All 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:

7. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works, 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:

8. The Company shall comply with and conform to all Directions and Regulations of the said Board in the Erection and subsequent Maintenance of the said Bridges 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.

Prescribing Manner of crossing Streets by Railways.

48. In crossing all Streets or public Ways, Courts or Alleys, the Railways within the Limits of the *Limehouse* District 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 Railways shall span across the whole Width of the respective Streets or public Ways, Courts or Alleys, which the said Railways 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 Railways, and that, excepting as herein otherwise provided with respect to certain Portions of the Railway Number 7, the said Railways 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 having Jurisdiction over the same: 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 also, that all the Bridges of the said Railways, and of the said Widening across any such Street or public Way, Court or Alley, shall be so constructed as that Water shall not run or come through any of the said Bridges upon any Street or public Way, Court or Alley: 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.

Company to hoard in Ground.

49. If, by reason of any of the Works hereby authorized within the Limits of the *Limehouse* District, any Ground shall be thrown open by the said Company to any Street, Court, Alley, or public Place, the Company shall forthwith inclose and keep inclosed 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 inclose and keep inclosed in like Manner the Arches under the said Railways and Widening which shall abut upon or open on to any Street or other public Place within the Limits of the said District; 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 inclose the same, and recover the Costs and Expenses incurred thereby from the Company.

Company not to obstruct Roads, and to guard and

50. 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

protect the Works.

Streets or public Ways, Courts or Alleys, within or under the Control of the Board of Works for 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, 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 said Board of Works 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 for Paving in Streets stopped up.

51. In case any Street or public Way, Court or Alley, in the *Limehouse* District shall be stopped up by the Company, under the Authority of this Act, the said Company shall pay to the said Board of Works the Value of such Paving Stones and other Materials, Works, Matters, and Things in the said Streets, public Ways, Courts, or Alleys, as are the Property of or vested in the said Board of Works, such Value, in the event of Difference, to be determined by reference in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Differences by Arbitration.

Certain Streets not to be reduced in Width.

52. It shall not be lawful for the Company to erect or place any of their Works upon or over any Portion of the Streets called *Henry Street* and *Margaret Street* in the *Limehouse* District, or either of them, without the previous Consent in Writing of the Board of Works for the same District.

Company to pay Board of Works Costs which they may incur.

53. The Company shall, on Demand, pay to the said Boards of Works for the *Limehouse* District and *Poplar* District respectively 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.

General Saving of Rights of Board of Works.

54. 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 Boards of Works for the *Limehouse* District and *Poplar* District respectively, 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.

55. If

Period for Completion of Works.

55. If the Extension Railway shall not be completed within Five Years from the passing of this Act, the Powers by this Act or by the Acts incorporated herewith granted to the Company for executing the same shall cease to be exercised, except as to so much of the Extension Railway as shall then be completed.

For securing the Completion of Extension Railway.

56. If the Company fail, within the Period by this Act limited, to complete the several Lines of Railway by this Act authorized to be made, the Company shall be liable to a Penalty of Fifty Pounds for every Day after the Period so limited until such new Lines of Railway shall be completed and opened for public Traffic, such Sum to be recoverable as a Debt due to the Crown; 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 such Line by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Tolls on Extension Railway.

57. It shall be lawful for the Company to demand and receive, for and in respect of the Extension Railway, the same Tolls and Charges as they are authorized to take on the *London and Blackwall* Railway: Provided always, that the maximum Tolls and Charges to be levied and received by the Company in respect of the said Extension Railway and Works shall in no Case exceed the maximum Tolls and Charges authorized to be taken on the *London and Blackwall* Railway.

Trains for Labouring Classes.

58. If and so long as the Company carry Passengers upon the Extension Railway, they shall run a Train upon the Extension Railway, or upon so much thereof as they use for Passenger Traffic, every Morning and every Evening in the Week (*Sundays*, *Christmas Day*, and *Good Friday* always excepted), at such Hours (not being later than Eight in the Morning or earlier than Six in the Evening) as may be most convenient for the Labouring Classes employed in the *Isle of Dogs*, at Fares not exceeding One Penny *per* Passenger for each Journey; provided that in case of any Complaint made to the Board of Trade of the Hours appointed by the Company for such Trains, the said Board shall have Power to fix and regulate the same from Time to Time; and also that if in any continuous Period of Six Months it shall be found that less than One hundred Passengers on the Average shall have been conveyed by each of such Trains, the Company, on Proof of that Fact to the Satisfaction of the Board of Trade, may discontinue the running of such Trains, but the said Board may at any Time order the Resumption thereof by the Company, if it shall seem to the said Board desirable so to do: Provided

Limiting Compensation for Injury to such Passengers.

vided also, that the Liability of the Company under any Claim to Compensation for Injury or otherwise in respect of each Passenger travelling in any such Train of the Company with a Ticket the Charge for which does not exceed One Penny shall be limited to a Sum not exceeding One hundred Pounds; and the Amount of Compensation payable in respect of any Passenger so injured shall be determined by an Arbitrator to be appointed by the Board of Trade, and not otherwise.

Agreements with East and West India Dock Company and Millwall Canal Company.

59. The Company and the *East and West India* Dock Company and the *Millwall* Canal Company respectively may enter into and carry into effect Agreements for all or any of the following Purposes; (that is to say,)

The Construction of the Extension Railway in or through the Property of the said Dock Company or Canal Company, or over or across the Locks, Cuts, Channels, Yards, and Premises of the Dock Company and the Canal Company respectively:

The Use and Working of the Extension Railway in or through the Premises of the Dock Company and Canal Company respectively:

The Regulations as to the opening of the Bridges across any Lock, Cut, or Basin of the Dock Company or Canal Company, or either of them:

The Reference to Arbitration of any Dispute arising upon any of the Matters aforesaid; but all such Agreements which may in any way affect the Regulations of the Customs, or any Premises in the Occupation of the Customs, shall be subject to the Concurrence or Approval of the Commissioners of that Revenue.

Confirming scheduled Agreement.

60. The Articles of Agreement made between the Company and the *East and West India* Dock Company, dated the Twenty-fifth Day of *March* One thousand eight hundred and sixty-five, a Copy of which is set forth in the Schedule to this Act, are hereby confirmed, but may be altered or modified as those Companies mutually agree; and the Powers of this Act, so far as it affects the Docks and Property of the *East and West India* Dock Company, shall be subject to and shall be exercised only in accordance with the Articles of Agreement from Time to Time in force between the Two Companies.

Agreement with the Great Eastern Railway Company.

61. If the Company shall, by any Act of the present Session, be authorized to lease their Undertaking to the *Great Eastern* Railway Company, then the Company and the *Great Eastern* Railway Company may enter into and carry into effect Agreements with respect to the Construction, Maintenance, and Working of the Extension Railways,

Railways, and every such Agreement may contain such Stipulations in respect of any of such Matters as the contracting Parties mutually agree upon.

As to certain Sidings and Tramways.

62. And whereas the Extension Railway will pass within a short Distance of a large Number of Wharves, Manufactories, and Water-side Premises abutting on the River *Thames*, and it would increase the Facilities to be afforded by the Extension Railway if the Company were by Agreement authorized to make Sideways, Tramways, and Turn-tables to such Wharves, Manufactories, and Premises, and for such Purpose to cross on the Level the Roads intervening between the same and the Railway, subject to the Conditions in this Act expressed: Therefore the Company, with the Consent of the Owners, Lessees, and Occupiers of the Lands, and of the Trustees, Vestry, District Board, or Persons having the Control of any public Carriage Road which it may be desired to traverse or cross, may traverse or cross, and make and maintain Sidings, Tramways, and Turn-tables to connect the Extension Railways Number 2, Number 3, Number 4, and Number 5, as the Case may be, with any Wharf, Manufactory, or Premises adjoining the River *Thames*, and with the like Consent may alter such Sidings, Tramways, and Turn-tables; provided that where any such Siding or Tramway crosses any public Carriage Road on the Level the Edges or Flanges thereof, for the Purposes of guiding the Wheels of Carriages thereon, shall not sink below the Level of the Highway more than One Inch nor rise above such Level, and no Means of Traction or Propulsion, except Manual or Horse Labour, be used on any such Siding, Tramway, or Turn-table at the Place where the same crosses any public Carriage Road on the Level.

Interest not to be paid on Calls out of Capital.

63. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of

64. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either

Company's Capital.

either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railway, &c. not exempt from Provisions of present and future General Acts.

65. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Saving Rights of the Crown.

66. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, which Consent such Commissioners are hereby respectively authorized to give; neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

67. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

SCHE-

SCHEDULE referred to in the foregoing Act.

ARTICLES of AGREEMENT made and entered into the 25th Day of March 1865, between the London and Blackwall Railway Company (herein-after referred to as "the Railway Company") of the one Part, and the East and West India Dock Company (herein-after referred to as the "Dock Company") of the other Part:

WHEREAS a Bill, under the Title of "A Bill to authorize the Construction by "the London and Blackwall Railway Company of Railways in the Parish of "Stepney, Poplar, and Limehouse, to be called the London, Blackwall, and "Millwall Extension Railway; to authorize Agreements with other Companies "with reference thereto; and for other Purposes," has been introduced into Parliament in the present Session, at the Instance of the Railway Company, for the Purpose of constructing certain Railways in the said Parishes of Stepney, Poplar, and Limehouse, to connect the present Lines of the Railway Company with the Isle of Dogs, and Two of which Railways, herein-after referred to as Railways No. 1 and No. 4, would traverse and intersect in their Route a Portion of the Docks known as the West India Docks, which are now the Property of the Dock Company: And whereas the said Dock Company are opposing the said Bill, as being prejudicial and injurious to their Undertaking, and calculated seriously to interfere with the Trade and Shipping Interest of the Port of London in connexion therewith: And whereas Negotiations have taken place between the Railway Company and the Dock Company, with the view of obviating their Opposition thereto, and inducing them to consent, subject to certain Terms and Conditions as herein-after set forth, to Part of the Scheme proposed by the Railway Company, and also of determining the Mode in which the Compensation to be paid to the Dock Company should be assessed and their Undertaking protected; and as the Result of such Negotiations it has been arranged that the said Railway Company shall abandon their said Line of Railway No. 1, and that the said Dock Company shall withdraw their Opposition to the Principle of Line No. 4, upon the Terms and Conditions herein-after appearing: And it has been also arranged that the said Parties hereto shall execute these Presents, and enter into the Covenants on their respective Parts herein-after contained: Now these Presents witness, that, in pursuance of such Arrangement, the Railway Company do hereby, for themselves, their Successors and Assigns, covenant and agree with the Dock Company, their Successors and Assigns, and the said Dock Company do hereby for themselves, their Successors and Assigns, covenant and agree with the Railway Company, their Successors and Assigns, in manner following; (that is to say,)

The Railway Company shall abandon the proposed Line of Railway No. 1 in the said Bill described, and shall not at any Time hereafter seek Power to make any Line passing through, over, or under the said Docks, except as herein-

herein-after provided, nor shall, except for the Purposes herein-after mentioned, at any Time seek Parliamentary Powers to enter upon, purchase, or take Lands or Property of the Dock Company compulsorily, except with the Consent in Writing of the Dock Company first had and obtained. So much of the said Line of Railway No. 4 as passes through any of the Lands of the Dock Company shall be so laid out and made by the Dock Company as to suit the Requirements and Convenience of the Dock Company; and it shall not in any respect be necessary for the said Dock Company or their Engineer to adhere to the Course or Direction, or adopt the Gradients or Curves, or other Engineering Details of the said Line No. 4, as laid down in the deposited Plans, so that the Course or Direction of the Line be not taken beyond the Limits of Deviation shown on the deposited Plans, and that the Gradients or Curves be not altered in contravention of the Provisions of "The Railways Clauses Consolidation Act, 1845."

The Dock Company shall, on receiving Three Months Notice from the Railway Company, at their own Cost proceed to make so much of the said Line as passes through any of their Lands or Property, such Work to be executed under the Inspection of the Engineer of the Railway Company, and to be completed within a reasonable Period, not less than Twelve Months from the Date of the Receipt of the said Notice.

So much of the said Line, when made, shall remain the absolute Property of the Dock Company, subject to such Rights of User by the Railway Company as herein-after provided.

The Railway Company shall not at any Time work or suffer others to work so much of the said Line as passes through the Lands or Property of the said Dock Company by locomotive Power.

The Management of the said Line, so far as affects the working thereof, shall, if worked by the Railway Company, in all respects be subject to the Control of the Dock Company, who shall also regulate the Number, the Times of Passage, and the Speed of the Trains; it being hereby understood and expressed to be the Intention of both the Parties hereto that the Dock Company, and its Business, Interests, and Requirements, shall first be considered, and, subject thereto, that all reasonable Facilities shall be given to the Railway Company.

The Dock Company shall, at their Option, if they think fit, have the Management of and work so much of the said Line of Railway as passes through or over their Lands and Property.

The Railway Company shall pay to the Dock Company such annual Sum as shall be agreed upon between them, by way of Rent, for the Land belonging to the Dock Company on which the said Line shall be constructed; and in the event of the Dock Company exercising the Option before reserved to them of working so much of the said Line of Railway as passes through or over their own Land or Property, the Railway Company shall pay such further Sum to the Dock Company, as and for the Costs and Charges attending the working of the same, as shall be agreed upon; and in the event of Difference between them, the respective Sums so to be paid, whether by way of Rent or otherwise, shall be ascertained and determined by Arbitration, according to the Procedure of "The Companies Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

If the Railway Company shall desire to construct a Passenger Line of Railway to the Isle of Dogs, to be worked by locomotive Power, such Line shall

shall be carried under the Lands and Property of the Dock Company; and if the Railway Company or their Successors or Assigns shall, previously to the Sessions of 1866 or 1867, give Notice to the Dock Company of such their Desire, they shall, prior to the Deposit of the Parliamentary Plans in connexion therewith, first submit to the Dock Company the Plans and Sections of such proposed Line, and such Plans and Sections shall in all Engineering Details be first submitted to the Dock Company; and the Railway Company shall not deposit the same until the same shall have been first approved of by the Dock Company or their Engineer; but such Approval shall not be unreasonably withheld; and any Difference as to Engineering Details shall be referred to and decided by an Engineer to be agreed upon between both Parties, or, failing such Agreement, by the President for the Time being of the Institution of Civil Engineers.

If and when the same shall have been approved of as aforesaid, the Railway Company may introduce and the Dock Company shall not oppose the Bill authorizing the Railway Company to construct the same, and such Bill shall contain all reasonable and proper Clauses for the Compensation to be paid to the Dock Company, and also for the Protection of the Dock Company against any Damage that they may sustain by reason of the Construction of the Railway, or the Exercise of the Powers conferred upon the Railway Company by the said Bill; such Clauses, in the event of Difference, to be settled by John Bullar, Esquire, or, him failing, John Horatio Lloyd, Esquire; and the said Railway shall in all respects be constructed to the reasonable Satisfaction of the Dock Company or their Engineer.

If the said Bill shall pass into a Law, then, on the Completion of the said Railway thereby authorized, all Rights of the Railway Company in so much of the Railway No. 4 to which this Agreement refers shall absolutely cease and determine; and, if made, the Dock Company shall be entitled to claim, and the Railway Company shall pay to the Dock Company, such Sum by way of Compensation for the making of so much of No. 4 as passes through or over the Lands of the Dock Company, and for the Loss or Damage to be sustained by them by reason of the Abandonment of the same, as shall be agreed upon, or, in the event of Difference, as shall be settled by Arbitration, according to the Procedure of "The Companies Clauses Consolidation Act, 1845."

And the Railway Company do hereby for themselves, their Successors and Assigns, further covenant and agree with the said Dock Company, their Successors and Assigns, that they the Railway Company, their Successors and Assigns, shall and will, at their own Costs and Charges, do all such Acts as may be necessary for rendering the said Terms and Conditions herein-before contained binding and obligatory upon themselves and the Dock Company respectively, and for that Purpose shall and will, in Committee, introduce into the Bill now brought into Parliament, or into any Acts which may now or hereafter be obtained authorizing the Construction of the said Passenger Railway herein-before mentioned, or in any way affecting either of the said Railways herein referred to, Clauses confirming and validating in all respects the Agreement hereby entered into, and shall and will use their best and utmost Endeavours to procure such Clauses to be passed as Part of the Act now being applied for, and also of any future Act or Acts: Provided further, that if and so far as the said Terms and Conditions herein contained may require any further legal Authorization to make the same effectually binding upon the Dock Company, the Dock Company hereby covenant and

agree with the Railway Company that they the Dock Company shall and will do everything in their Power which the Railway Company may reasonably require, at the Costs and Charges in all things of the Railway Company, for enabling the Railway Company to obtain such legal Authorization, and that the Dock Company shall not be bound by such Terms and Conditions in any respect in which such further legal Authorization may be necessary to make them binding on the Dock Company, save and except so far as the Dock Company may be empowered or directed by such further legal Authorization so to be obtained by the Railway Company.

In witness whereof the said Railway Company and the said Dock Company have caused their respective Common Seals to be hereunto affixed, the Day and Year first above written.

L.S.

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