CHAPTER ccii.

An Act to confer further powers on the London Tilbury and Southend Railway Company. [5th August 1891.] A.D. 1891.

WHEREAS it is expedient that the London Tilbury and Southend Railway Company (in this Act called "the Company") should be empowered to enlarge the wharf or landing-place and works at Thames Haven which they have made under the London Tilbury and Southend Railway Act 1886 and for the purposes of their undertaking to acquire additional lands in the parish of East Ham in the county of Essex and to extinguish certain rights of way over their railway on the level at points in this Act specified: 49 & 50 Vict. c. lxxxiv.

And whereas plans and sections showing the line and situation of the works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Essex and are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas by the Tottenham and Forest Gate Railway Act 1890 certain railways were authorised of which Railway No. 2 is described as a railway (3 furlongs 2·50 chains or thereabouts in length) commencing in the parish of Little Ilford by a junction with the Forest Gate branch of the London Tilbury and Southend Railway and terminating by a junction with the main line of the Company in the parish of East Ham: 51 & 52 Vict. c. clviii.

And whereas by the said Act the Company and the Midland Railway Company are authorised and empowered to subscribe towards the undertaking authorised by the said Act sums not exceeding in the case of the Midland Railway Company one hundred

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thousand pounds and in the case of the Company fifty thousand pounds:

And whereas it has been ascertained that the construction of the said undertaking will be more costly than originally expected and it is expedient that the amount which the Company were authorised to subscribe thereto by the said Act should be increased:

And whereas by an agreement scheduled to and confirmed by the said Act of 1890 it was amongst other things provided that if the Company should give notice as therein provided of their desire to construct the said Railway No. 2 described in and authorised by the said Act the other companies parties to the said agreement should consent to the powers for that purpose being transferred to and vested in the Company and the Company have given notice under the said agreement of their desire to construct the said railway and it is expedient that the powers conferred on the Tottenham and Forest Gate Railway Company for constructing the said Railway No. 2 should be transferred to the Company:

And whereas the Company exercise powers to run over and use the London and Blackwall Railway which is under lease to the Great Eastern Railway Company and an indenture was made on the first day of June one thousand eight hundred and seventy-six between the Great Eastern Railway Company and the Company under which the said powers of the Company as regards part of the London and Blackwall Railway between Gas Factory Junction and Fenchurch Street are at present regulated:

And whereas by the London and Blackwall Railway Act 1885 powers were obtained for the widening of the London and Blackwall Railway between Fenchurch Street and Stepney and the Company have been placed under obligation to contribute in certain events towards the expenses of such widening and it is expedient that in view of such widening and expenditure the rights of the Company over the said portion of the London and Blackwall Railway between Gas Factory Junction and Fenchurch Street under the said indenture should be extended:

And whereas having regard to the altered relations between the Company and the Great Eastern Railway Company since the year one thousand eight hundred and seventy-six the provisions of the said indenture of the first day of June one thousand eight hundred and seventy-six are inadequate to provide for the proper development of traffic between stations on the London and Blackwall Railway on the one hand and Southend and the district of the

Company on the other hand and it is expedient as well in the interests of the Company as in those of the public that further powers should be given to the Company with regard to the use of the London and Blackwall Railway as herein-after mentioned:

And whereas by section 28 of the London Tilbury and Southend Railway Act 1883 (herein-after referred to as "the Act of 1883") it is provided that the Great Eastern Railway Company shall run a service of trains as therein defined not exceeding eight in number each way on every week day (Christmas Day and Good Friday excepted) between Liverpool Street and Barking and that half of the said trains each way should be trains stopping at the stations intermediate between Liverpool Street Station and Barking Station and the remaining half should if so required by the Company be run as through trains between Liverpool Street and Barking not calling at the said intermediate stations and it was provided that the Great Eastern Railway Company should time such trains so far as they reasonably could— 46 & 47 Vict. c. cciv.

(1) So as to give a connexion with the trains of the Company running between Fenchurch Street and Southend; or

(2) So as to be available (so far as the reasonable requirements of the Great Eastern Railway Company might allow) for the purpose of a separate service of trains between Liverpool Street and Southend and the intermediate stations to be run at such hours as the Company might reasonably require:

And whereas the object of the said enactment was to provide facilities for continuous through traffic between Liverpool Street Station and the railways of the Company which extend to Southend and Shoeburyness and various provisions were contained in the said enactment with that object and it was provided that the Great Eastern Railway Company should carry forward the said trains with all reasonable despatch and provide reasonable and necessary accommodation for the same in Liverpool Street Station:

And whereas since the passing of the said Act of 1883 the Great Eastern Railway Company have opened a new line of railway from Shenfield to Southend which forms a new route belonging to them throughout in competition with the railways of the Company for traffic between London and Southend:

And whereas since the opening of the said competitive route the provisions of the said section 28 have become altogether inadequate for the protection of the Company or to secure adequate and proper facilities for passenger goods and other traffic between Liverpool Street and other stations on the said portion of railway on the one hand and Southend and the Company's district on the other hand

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and it is expedient that in order to secure for the traffic of the Company adequate and proper treatment on the said portion of railway the said section should be repealed and other provisions made as in this Act provided:

And whereas on the fourteenth day of February one thousand eight hundred and seventy-nine the Company created a sum of sixty-five thousand pounds Four and a half per cent. Preference Stock with option to the holders to convert into ordinary stock of the Company at par at any time within ten years:

And whereas the holders of all the said stock exercised the said option and converted their holdings into ordinary stock except holders of Four and a half per cent. Preference Stock amounting in the aggregate to three thousand six hundred and fifty pounds:

And whereas the continuance of so small a sum of stock of different denomination from the other preference stock of the Company is inconvenient and it is expedient that provision should be made as herein-after contained for converting the said sum of three thousand six hundred and fifty pounds into Four per cent. Preference Stock of the Company:

And whereas it is expedient that other powers be granted to the Company as herein-after mentioned:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as the London Tilbury and Southend Railway Act 1891.

Incorporation of general Acts.

2. The following Acts (so far as they are applicable for the purposes of and not inconsistent with the provisions of this Act) are hereby incorporated with this Act namely:—

The Lands Clauses Acts;

Part II. of the Railways Clauses Act 1863 relating to extension of time;

The Harbours Docks and Piers Clauses Act 1847:

Provided always that for the purposes of this Act the provisions of the Harbours Docks and Piers Clauses Act 1847 with respect to lifeboats and with respect to keeping a tide and weather gauge shall not be in force except so far as may from time to time be required by the Board of Trade.

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Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make works.

4. Subject to the provisions of this Act the Company may make and maintain in the situation and according to the levels shown on the deposited plans and sections a wharf or landing-place at Thames Haven in the parish of Fobbing in the county of Essex situate on the River Thames adjoining and to the eastward of the new wharf or landing-place recently constructed by the Company And the Company may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

Deviation.

5. In constructing the works by this Act authorised the Company may deviate from the line or situation thereof as shown on the deposited plans to any extent within the limits of deviation shown on the deposited plans and they may deviate from the levels of any of the said works so far as they are shown on the deposited sections to any extent not exceeding five feet but no deviation from the lines of any such work as marked on the deposited plans even within the limits of deviation shown on such plans shall be made in such manner as to diminish the navigable space of the River Thames without the previous consent of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

Power to make wharves &c.

6. Subject to the provisions of this Act the Company may make erect and maintain wharves warehouses landing and shipping places staiths cranes and other conveniences for landing and shipping passengers animals and goods in the River Thames at and in connexion with the works at Thames Haven by this Act authorised but such works shall not without the consent in writing of the conservators be constructed further into the river than the line of works as delineated on the deposited plans.

Lights to be exhibited upon the wharf or

7. The Company shall hang out and exhibit at or near to the wharf or landing-place by this Act authorised every night from sunset to sunrise lights to be kept burning in such position and of

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landing-place and upon temporary works.

such character 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 direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit ten pounds and further the Company shall exhibit under a like penalty lights to be similarly approved by the conservators upon any temporary works or materials which may be placed on the river by the Company during the making of the said wharf or landing-place or works connected therewith.

Period for compulsory purchase of lands.

8. The powers of the Company for the compulsory purchase of lands authorised by this Act to be taken shall cease after the expiration of three years from the passing of this Act.

Period for completion of works.

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

Power to purchase additional land.

10. Subject to the provisions of this Act the Company may purchase and take for purposes of or connected with their undertaking a piece of land in the parish of East Ham and county of Essex adjoining the Company's Forest Gate Branch Railway and situate between the said branch railway and the cemetery of the Woodgrange Park Cemetery Company Limited adjoining and to the southward of the Romford Road where it is carried over the said branch railway near the said cemetery so far as the said piece of land is shown on the deposited plans and described in the deposited books of reference.

Altering footpath crossing Forest Gate branch.

11. Subject to the provisions of this Act the Company may alter and divert in the parish of Little Ilford in the county of Essex so much of the footpath leading from the Little Ilford Road to Northend East Ham which now crosses the Forest Gate Branch Railway of the Company by a bridge about half a mile to the west of the Barking Junction of the Company as extends from a point one hundred and seventy yards or thereabouts southward of the centre of the said footbridge to the Little Ilford Road and they may provide a new or diverted footpath instead thereof and remove the said existing footbridge and all rights of way over the said portion

of footpath as altered or diverted shall thereupon cease and be extinguished:

Provided that the said footpath shall not be altered or diverted and the said existing footbridge shall not be removed until the bridge over the railway of the Company and Railway No. 2 authorised by the Tottenham and Forest Gate Railway Act 1890 which is referred to in section 27 of that Act shall have been completed and opened.

Manor Way level crossing.

12. Subject to the provisions of this Act the Company may also construct a new road in the parish of Chadwell-Saint-Mary in the county of Essex commencing on the north side of the railway in a new road called Dock Road at a point about one hundred and fifty yards westward of Toronto Road and terminating on the south side of the said railway in the road leading from the Tilbury Docks Station to Tilbury Fort at a point about one hundred and twenty yards westward of the Tilbury West Junction.

When and so soon as the said new road is completed to the satisfaction of two justices and opened for public traffic all rights of crossing on the level over the railways of the Company by the Chadwell Manor Way at Tilbury in the parish of Chadwell-Saint-Mary both over the railway of the Company to Southend and the railway of the Company to Tilbury at points on those railways respectively about one hundred and fifty yards eastward of the Tilbury West Junction shall be by virtue of this Act extinguished.

For the purpose of constructing the said new road the Company may acquire such of the lands shown on the deposited plans and described in the deposited books of reference as may be necessary and may acquire such of the said lands on the north side of the railway as may be necessary in consideration of the sum of five hundred pounds which shall include both the purchase-money of the said land and all compensation payable to the owners thereof in respect of any injury or damage thereto by the Company and for the accommodation of foot passengers the Company shall construct and maintain steps at the angle of the proposed new road at or near the point marked C on the deposited plans.

As to stopping up Chadwell Manor Way.

13. The Company shall at their own expense before stopping up and discontinuing for public use the said crossing of the Chadwell Manor Way over the railways of the Company make up with all the necessary and proper materials drains and culverts so much of the road shown on the deposited plans as lies between the point thereon marked A (at the eastern end of the approach to the new bridge from the south side of the railway) and a point opposite the southern end of the said crossing Provided that when the

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said road has been made up and completed as aforesaid to the satisfaction of the engineer for the time being of the London and India Docks Joint Committee it shall be opened and for ever kept open for public use and the said joint committee shall become responsible for the proper maintenance and repair of the said road until such time as it may be vested in and placed under the control of the road authority.

Agreements with East and West India Dock Company.

14. The Company and the East and West India Dock Company or the London and India Docks Joint Committee may enter into and carry into effect any agreement as to the contribution of funds by the said dock company or joint committee towards the expenses of the said new road and the works connected therewith.

For protection of works of Rainham &c. Commissioners of Sewers.

15. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any river sewer drain watercourse river wall defence or work under the jurisdiction or control of the commissioners of sewers for the levels of Rainham Wennington Aveley and West Thorock Chadwell Little Thorock and Grays East Tilbury West Tilbury and Childerditch in the county of Essex herein-after called "the commissioners" or may in any way affect the drainage of the districts under their control the Company shall not commence such works until they shall have given to the said commissioners fourteen days notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the said commissioners with plans elevations sections and other necessary particulars of the construction of the said works and until the said commissioners shall have signified their approval of the same unless the said commissioners fail to signify such approval or their disapproval or other directions within fourteen days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said commissioners in the execution and subsequent maintenance of the said works and shall provide by new altered or substituted works in such manner as the commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the rivers sewers drains river walls and other works hereinbefore referred to by or by reason of the said intended works or any part thereof and shall save harmless the said commissioners against all and every the expense to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the surveyor engineer or other officer or officers

of the said commissioners as the case may be at the reasonable costs charges and expenses in all respects of the Company and all costs charges and expenses which the said commissioners 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 by the commissioners officers shall be paid to the commissioners by the Company on demand and when any new altered or substituted work 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 ever thereafter be maintained by the Company or by the Company body and person or persons who shall by arrangement with or consent of the Company execute any of the intended works or any new altered or substituted works as aforesaid or any works or defences connected therewith to the reasonable satisfaction of the surveyor or engineer to the commissioners for the time being and the said works shall be as fully and completely under the direction jurisdiction and control of the said commissioners as any sewers or works now are or hereafter may be and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said commissioners or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matter or difference shall be referred to an arbitrator to be appointed by the Board of Trade whose decision shall be final.

Restriction on taking houses of labouring class.

16. The Company shall not under the powers conferred by this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers For the purpose of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

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Uniform toll for quays &c.

17. The Company may in respect of all vessels using the wharf or landing-place authorised by this Act and in respect of all animals and goods shipped or unshipped thereat and in respect of the use of cranes weighing machines and sheds and in respect of passengers landing thereat or embarking therefrom and in respect of passengers luggage demand and take the same rates as they are authorised to demand and take in respect of their existing landing-places:

Provided that the Company shall not make either in respect of landing loading shipping or warehousing at the said wharf or landing-place authorised by this Act any lower charge than the lowest charge made for landing loading shipping or for warehousing as the case may be at or in connexion with any of the docks under the management of the London and India Docks Joint Committee.

Company may apply their funds towards purposes of Act.

18. The Company may apply towards the purposes of this Act to which capital is properly applicable any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Transfer of certain powers of Tottenham Company to the Company.

19. On the passing of this Act all the powers rights privileges and authorities which by the Tottenham and Forest Gate Railway Act 1890 are conferred upon the Tottenham and Forest Gate Railway Company (herein-after called "the Tottenham Company") for or in respect of the construction and maintenance of Railway No. 2 thereby authorised and the acquisition of lands for the purposes thereof together with any land which may have been then acquired by them and any works which may have been then executed by them are (subject to any existing contracts obligations debts and liabilities of the Tottenham Company in relation thereto) by this Act transferred to and vested in the Company and the Company may under their seal or under the hands of their directors secretary officers and servants exercise and enjoy all those rights powers privileges and authorities (except only the powers of raising money) as fully and effectually in all respects as the Tottenham Company might have exercised and enjoyed the same if this section of this Act had not been passed.

Railway No. 2 of Tottenham Company to become after transfer part of

20. All the provisions of the Tottenham and Forest Gate Railway Act 1890 relating to the said Railway No. 2 by that Act authorised except those relating to the share and loan capital of the Tottenham Company shall (so far as applicable and subject to the provisions of this Act) have effect as if the Company had been

named throughout the same instead of the Tottenham Company and the said Railway No. 2 authorised by the said Act shall subject as aforesaid be executed worked and managed by the Company as part of their undertaking. undertaking of the Company.

21. Nothing in this Act contained shall affect the rights of the Postmaster General referred to in section 69 of the Tottenham and Forest Gate Railway Act 1890 in respect of the said Railway No. 2 by that Act authorised and the Postmaster General shall have and be at liberty to exercise all such rights notwithstanding that the said Railway No. 2 is transferred to and worked and managed by the Company as part of their undertaking. Saving for Postmaster General.

22. If the Company fail within the period limited by the Tottenham and Forest Gate Railway Act 1890 to complete the Railway No. 2 thereby authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. Penalty unless railway is opened within the time limited.

23. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory Application of penalty.

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powers of taking property conferred upon the Company by the Tottenham and Forest Gate Railway Act 1890 and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent and has been ordered to be wound up or the said railway or any part thereof has been abandoned be paid to such receiver or to the liquidator or liquidators of the Company or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Release of deposit in respect of Railway No. 2 of the Tottenham Company.

24. In consideration of the liability of the Company to the penalties by this Act provided sections 48 and 49 of the Tottenham and Forest Gate Railway Act 1890 (relative to the deposit) are hereby repealed so far as regards the sum of three hundred and seventy-seven pounds and seven shillings Consolidated Bank Annuities being the amount of the deposit fund applicable to the said railway and the High Court shall at any time after the passing of this Act but without requiring the production of a certificate of the passing of the said Act or of this Act order (according to the provisions of the Act of the session of the ninth and tenth years of Her Majesty's reign chapter twenty) the payment or transfer to the depositors of the said sum of three hundred and seventy-seven pounds and seven shillings annuities and any interest or dividend payable thereon and such sum shall not be deemed to be transferred to the Company by this Act.

Increase of subscription to Tottenham Company.

25. The amount of money which may be subscribed by the Company to the undertaking of the Tottenham Company shall be seventy-five thousand pounds instead of fifty thousand pounds and sections 65 and 66 of the Tottenham and Forest Gate Railway Act 1890 shall be read and have effect accordingly.

Nomination of directors of Tottenham Company.

26. The Company may from time to time nominate two of their directors to be directors of the Tottenham Company in respect of their subscription to the undertaking of that company.

Every such nomination shall be made in writing under the seal of the Company and shall be deposited with the secretary of

the Tottenham Company and may in like manner be revoked and renewed.

The directors so to be nominated shall be in addition to the number of directors to be elected by the shareholders of the Tottenham Company.

Every director so nominated by the Company shall enter upon office immediately upon his appointment and shall remain in office until his appointment be revoked or until he die or resign and need not be a shareholder in the Tottenham Company.

Conversion of Four and a half per cent. Preference Stock.

27. As from the passing of this Act—

(1) The sum of three thousand six hundred and fifty pounds Four and a half per centum Preference Stock of the Company shall be deemed to be consolidated with and converted into the Consolidated four per centum Preference Stock 1887 of the Company:

(2) Each holder of the said Four and a half per centum Preference Stock shall be entitled in substitution therefor to such a nominal amount of Four per centum Preference Stock as will yield an amount of interest equal to the amount of interest yielded by the existing Four and a half per centum Preference Stock held by him and the Consolidated four per centum Preference Stock 1887 of the Company shall be increased by the amount necessary for the purpose of such conversion:

(3) Upon the creation of the necessary amount of new Four per centum Preference Stock the existing Four and a half per centum Stock shall be cancelled Provided always that the Company shall not be bound to register fractions of a pound of such Four per centum Stock but may pay to the registered holder thereof such fractional part of a pound as but for this proviso he would have been entitled to have registered in his name in order to secure equality of exchange:

(4) The directors upon such conversion taking effect shall forthwith issue to every holder of the Four and a half per centum Stock so converted a certificate for and representing such an amount of the Four per centum Stock as such holder is entitled to under the foregoing provision Provided always that until the issue of such new certificates the existing certificates of Four and a half per centum Stock and the holders thereof shall bear and possess the same rights and advantages as they would have had and possessed if this Act had not been passed Provided also that the directors shall not issue any new certificate unless and until the existing certificate in substitution for

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which it is issued is given up to be cancelled or is proved to the satisfaction of the directors to have been lost or destroyed:

(5) The certificates so delivered up shall be cancelled:

(6) The Consolidated four per centum Preference Stock which under the powers of this Act may be created and issued in exchange for Four and a half per centum Stock shall remain and be vested in the person or persons to whom it is issued upon the same trusts and subject to the same powers provisions declarations agreements charges liens and incumbrances as at the time of the issue thereof affect the stock in substitution for which the Four per centum Stock is so issued and every deed or other instrument and every will or testamentary or other disposition of or affecting the Four and a half per centum Stock shall take effect with reference to a proportionate amount of the Four per centum Stock:

(7) Trustees executors or administrators and other incapacitated persons may accept such new Four per centum Stock in substitution or exchange for the Four and a half per centum Stock theretofore held by them and may retain dispose of or otherwise deal with the same in all respects as they might have retained disposed of or otherwise dealt with the Four and a half per centum stock for which it is substituted.

Use of Blackwall Railway.

28. Subject to the provisions herein-after contained it shall be lawful for the Company from and after the passing of this Act in running over and using that portion of the London and Blackwall Railway which intervenes between the junction of the Company's railway therewith at Gas Factory Junction and Fenchurch Street to stop at and use all or any of the stations on the said portion of railway such user to include the use of the station and platform accommodation and staff of the Great Eastern Railway Company with accommodation in the booking offices for the passenger booking clerks of the Company if the Company desire to appoint their own booking clerks.

As to use of Leman Street and Shadwell Stations.

29. If at any time after the passing of this Act the Company shall give notice under their common seal to the Great Eastern Railway Company that they require their trains to stop at and to use Leman Street and Shadwell Stations on the London and Blackwall Railway or either of them and if in the opinion of either company it is impracticable that the traffic of the Company can be worked at the Leman Street Station and Shadwell Station without unduly interfering with or delaying the trains and traffic of the Great Eastern Railway Company it shall upon the application of either company be referred to an arbitrator to be appointed by the Board

of Trade to determine whether such user is impracticable without unduly interfering with or delaying the traffic of the Great Eastern Railway Company and if so what additional stations booking offices and other accommodation and works are necessary and ought to be provided at Leman Street and Shadwell Stations or either of them and the arbitrator shall also determine what additional payments (if any) shall be made by the Company to the Great Eastern Railway Company either by way of additional toll or rent for such additional accommodation to be provided.

As to decision of arbitrator.

30. In the event of the arbitrator deciding that it is impracticable as aforesaid to work the traffic of the Company at the existing stations between Stepney and Fenchurch Street or either of them then with the consent of the Company the Great Eastern Railway Company shall with all reasonable despatch procure the London and Blackwall Railway Company to make or themselves make an application to Parliament to obtain such powers as shall be considered by the arbitrator to be necessary to provide additional accommodation for such traffic and shall execute the necessary works at the expense of the Company or on such other terms as may be determined by the arbitrator.

In the event of the Company declining to incur such expenditure the two companies shall revert to the provisions of the said indenture of the first day of June 1876 so far as they may apply and such provisions shall be binding on the two companies to the same extent as if this Act had not been passed and the costs of the arbitration and the award to which the Great Eastern Railway Company has been subjected shall in that event be borne by the Company.

The use of the said stations by the Company shall be limited to traffic coming from or going to points eastward of Gas Factory Junction.

Notwithstanding anything contained in the said indenture of the first day of June one thousand eight hundred and seventy-six the Company may for the purpose only of passenger traffic to or from stations on the railway of the Company beyond Gas Factory Junction stop their trains at and use the Burdett Road Station on the Blackwall Railway and the Great Eastern Railway Company may stop their trains at and use the Bromley Station on the railway of the Company to take up and set down passengers for or from all places below Abbey Mills Lower Junction The proportion of the fares to be paid by the Great Eastern Railway Company for the use of Bromley Station shall be settled by arbitration.

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As to appointment of booking clerks.

31. If either company exercise their option to appoint their own booking clerks at any of the stations of the other company the terms conditions and regulations and the payments to be made in respect of the accommodation to be provided by either company for the other for the said booking clerks at the said stations shall if not agreed upon between the Company and the Great Eastern Railway Company be from time to time determined in manner provided by the Regulation of Railways Act 1873 as amended by the Railway and Canal Traffic Act 1888 with respect to differences between railway companies.

Saving for Great Eastern Railway Company.

32. Except as expressly provided nothing herein contained shall alter any of the respective rights and liabilities of the Great Eastern Railway Company or the Company under any existing Act or agreement.

Repeal of section 28 of Act of 1883 and new provisions.

33. Section 28 of the Act of 1883 is hereby repealed and in lieu thereof the following provisions shall have effect (that is to say) :—

(a) The Great Eastern Railway Company (herein-after called "the Great Eastern Company") shall run a service of trains (not being excursion or special trains) and not exceeding eight in number each way on every day (including Sundays Christmas Day and Good Friday) between Liverpool Street and Barking Half of the said trains each way shall be trains stopping at the stations intermediate between Liverpool Street Station and Barking Station the remaining half shall (if so required by the Company) be run as through trains between Liverpool Street and Barking not calling at the said intermediate stations The Great Eastern Company shall time such trains so far as they reasonably can (1) so as to give a connexion with the trains of the Company running between Fenchurch Street and Southend or (2) so as to be available (so far as the reasonable requirements of the traffic of the Great Eastern Company may allow) for the purpose of a separate service of trains between Liverpool Street and Southend and the intermediate stations to be run at such hours as the Company may reasonably require The said trains shall consist of carriages belonging to both the Company and the Great Eastern Company in such proportion as shall be agreed upon or in default of agreement as shall be determined by arbitration so as to provide that the mileage run by the carriages of either of the said two companies over the line of the other shall be as nearly as may be equal and nothing shall be

payable by either company to the other in respect of the use of such carriages:

(b) The said trains or such part or parts thereof as shall be required for the purposes of the traffic to and from the stations of the Great Eastern Company from and to the stations of the Company shall be either—(1) connected or detached as the case may be by the Company at Barking to or from their said trains between Fenchurch Street and Southend or (2) be run by the Company as a separate service of trains between Barking and Southend and the Great Eastern Company shall carry forward the said trains or such part or parts thereof as aforesaid from Barking to Liverpool Street and from Liverpool Street to Barking as the case may be by means of the service of trains provided for in this section:

(c) The Great Eastern Company shall carry forward the said trains between Liverpool Street and Barking and Barking and Liverpool Street with all reasonable despatch and shall provide all such reasonable and necessary accommodation for the same in Liverpool Street Station as shall be agreed upon between the said two companies or in default of agreement shall be determined by arbitration and the arbitrator in determining any such difference shall have regard to the important through trains of the Great Eastern Company:

(d) The fares to be charged to passengers by the said trains shall (subject as herein-after provided as to trains run on Sundays Christmas Day and Good Friday) be as follows viz.:—

The fares to and from stations eastward of Bishopsgate down to and inclusive of Forest Gate Junction from and to any station on the railways of the Company shall be such as shall be mutually agreed upon between the two companies or failing agreement as shall be determined by arbitration;

The fares to and from Bishopsgate from and to any station on the railways of the Company shall be the same as those to and from Fenchurch Street from and to the same station on the railways of the Company and the fares to and from Liverpool Street from and to any station on the railways of the Company shall be the same as those to and from Fenchurch Street from and to the same station on the railways of the Company:

The said fares shall be divided between the Company and the Great Eastern Company by mileage in accordance with the Clearing House regulations for the time being:

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The Company shall out of their proportion of the said fares make to the Great Eastern Company in lieu of rent of and services at the Liverpool Street Station the following payments:—

On the first class single fare one penny and on the first class return fare twopence;

On the second class and third class single fares one penny each;

On the second class and third class return fares each one penny:

Provided always that if the passenger fares to and from Fenchurch Street from or to any station on the railways of the Company shall at any time or times hereafter be altered and the Great Eastern Company shall be required to adopt such altered fares with respect to Bishopsgate Station then any question between the Great Eastern Company and the Company as to whether such altered fares are suitable or properly applicable to Bishopsgate Station shall if not agreed upon between the said two companies be determined by arbitration as herein-after provided Provided further that if the Company require the Great Eastern Company to run any of the said trains as through trains between Liverpool Street and Barking under the provisions of this section the fares charged to passengers by such through trains and the division of such fares shall notwithstanding anything in this Act contained to the contrary be agreed on between the said two companies or failing agreement shall be determined by arbitration and in determining any such difference the arbitrator shall have regard to and make his award on the basis of the difference in the receipts to the Great Eastern Company which may arise by reason of the said trains being run as through trains and not as trains stopping at the intermediate stations and available for the local traffic of the Great Eastern Company and shall have regard to that circumstance only:

(e) The Company may require the Great Eastern Company to issue pleasure or cheap or excursion tickets from all stations between Liverpool Street and Forest Gate Stations (both stations inclusive) to any station on the Company's railway by any of the eight trains during the same hours in which the Company issue similar tickets by their own trains at Fenchurch Street and such fares shall be divided between the two companies so that the Great Eastern Company shall receive the same amount out of such fares as they would receive if they

were ordinary fares and divided under the provisions of sub-section (d) including the additional sum or sums mentioned in sub-section (d) in lieu of rent of and services at Liverpool Street Station:

(f) The payments to be made to the Great Eastern Company by the Company for trains to be run as aforesaid on Sundays Christmas Day and Good Friday shall be determined by agreement between the two companies or failing agreement by arbitration and such payments shall include the same payments in lieu of rent and services at Liverpool Street Station as that provided by sub-section (d):

(g) The Company shall pay to the Great Eastern Company for the running and working by the Great Eastern Company of the said trains between Forest Gate Junction and Barking an amount for every train mile run to be agreed on or failing agreement to be determined by arbitration:

(h) The Company shall by means of the said trains carry the horse carriage and dog traffic to and from the undertaking of the Company from and to Stratford and Liverpool Street and the rates for horses carriages and dogs shall be such as shall be mutually agreed upon or in default of agreement as shall be determined by arbitration and the division of the receipts from such traffic shall be by mileage in accordance with the Clearing House regulations for the time being:

(i) Any dispute between the Great Eastern Company and the Company with reference to the provisions of this section or arising thereout shall be determined by a single arbitrator to be agreed upon between the said two companies or failing agreement to be appointed by the Board of Trade and the provisions of the Railway Companies Arbitration Act 1859 shall apply to any such arbitration:

(j) Nothing in this section shall be so construed as to authorise any tolls rates or charges to be levied on any part of the Great Eastern Railway in excess of the maximum tolls rates and charges authorised by the Acts relating to the Great Eastern Company or on any part of the London Tilbury and Southend Railway in excess of those authorised by the Acts relating to the Company.

Works on the River Thames to be executed

34. The wharf or landing-place and other works by this Act authorised and all or any temporary or permanent works connected therewith so far as the same affect the River Thames shall if

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under the direction of the conservators of the River Thames.

constructed be executed according to a plan and elevation to be approved in writing by the conservators of the River Thames (herein-after called "the conservators") and deposited at their office and the works in the River Thames shall be executed and performed to the reasonable satisfaction of the engineer for the time being of the conservators and the traffic of the said River Thames shall not be interfered with more than may be absolutely necessary in the construction of the said wharf or landing-place and the works connected therewith and the Company shall within fourteen days after notice from the conservators so to do remove any materials for temporary works which may have been placed in the river by the Company and on their failing to do so the conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the conservators all expenses so incurred.

Company not to interfere with the bed of the river until plans approved.

35. Nothing in this Act contained shall authorise or empower 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 to be previously approved in writing by the conservators.

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

36. The Company shall not (except as far as shall be necessary in the construction of the said wharf or landing-place and the works connected therewith) take any gravel soil or other material from the bed of the river without the previous consent of the conservators signified in writing under the hand of their secretary.

As to harbour-master byelaws &c.

37. Nothing contained in this Act nor any powers conferred upon the Company by the incorporated Acts shall in any manner interfere with the powers and duties of the harbour-master or other officers acting under the authority of the conservators but the powers of such harbour-master and officers may be exercised in the same manner and to the same extent as if this Act had not been passed and no byelaws made or to be made by the Company under this Act or under the provisions of the incorporated Acts shall in any way interfere with the byelaws made or to be made by the conservators nor affect in any way their rights powers and privileges.

Provision as to general Railway Acts.

38. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass

during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

39. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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