ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

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the Act of One thousand eight hundred and fifty-four: And whereas the making of a Railway, in Extension of the *London, Tilbury, and Southend Extension* Railway, from the *London and Blackwall* Railway, in the Parish of *Bromley Saint Leonard*, to join the Line of the *London, Tilbury, and Southend Extension* Railway near the Point where such last-mentioned Railway crosses the River *Roding*, with Branches to the *North Woolwich* Line of the *Eastern Counties* Railway Company, would be of great public and local Advantage, and would greatly facilitate the working and increase the public Benefit of the *London, Tilbury, and Southend Extension* Railway: And whereas it is expedient that for such Purposes the Capital of the Undertaking of the *London, Tilbury, and Southend Extension* Railway be increased, and that Powers be given to the Companies and the Lessees of the *London, Tilbury, and Southend Extension* Railway to agree with respect to the Construction, Maintenance, and Use of the intended Railways and the Management of the Traffic thereon, and the Apportionment between the Companies and the Lessees of the Tolls and Fares in respect of such Traffic, and otherwise in relation to the Matters aforesaid, and that the Provisions of the recited Acts should be amended and enlarged: And whereas the several 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.

I. The following Words and Expressions in this Act shall have, for the Purposes of this Act, the following Meanings, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

"The Companies" shall mean the *Eastern Counties* and *London and Blackwall* Railway Companies:

"The recited Acts" shall mean the Act of One thousand eight hundred and fifty-two, and the Act of One thousand eight hundred and fifty-four:

"The Lessees" shall mean the several Persons who, under the Provisions of the Act of One thousand eight hundred and fifty-four, are for the Time being the Lessees of the Railways and Works authorized by the recited Acts:

"The *Southend* Railway" shall mean the Undertaking of the *London, Tilbury, and Southend Extension* Railway by the recited Acts authorized to be made or maintained:

"The *North Woolwich* Railway" shall mean the *North Woolwich* Branch of the *Eastern Counties* Railway:

"The Joint Committee" shall mean the Joint Committee acting under the recited Acts:

"The Railway" shall mean the Railway and Branches, and the Works connected therewith, hereby authorized to be made.

Short Title.

II. In citing this Act for any Purpose, it shall be sufficient to use the Expression "The *London, Tilbury, and Southend* Railway (Extension and Branches) Act, 1856."

8 & 9 Vict. cc. 16., 18., & 20. incorporated.

III. "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Companies Clauses Consolidation Act, 1845," except the Provisions of such last-mentioned Act with respect to the Appointment and the Rotation of Directors, and with respect to the General Meetings of the Company and the Exercise of the Right of voting by the Shareholders, shall be incorporated with and form Part of this Act.

Power to make Railway, Branch Railways, and Works.

IV. It shall be lawful for the Companies to make and maintain the Railway and Branch Railways, and execute the several Works, hereinafter mentioned, or any of them, or any Part or Parts thereof respectively; (that is to say,)

A Railway, in this Act called "The Main Line," commencing by a Junction with the *London and Blackwall Extension* Railway on the Northern Side of the Junction of the *North London* Railway with the *London and Blackwall Extension* Railway in the Parish of *Bromley Saint Leonard* in the County of *Middlesex*, and terminating by a Junction with the *London, Tilbury, and Southend Extension* Railway at or near the Point where such Railway crosses the River *Roding* in the Parishes of *Little Ilford* and *Barking*, or One of them:

A Branch Railway (in this Act called "The Southern Junction") from and out of the Main Line, commencing by a Junction therewith in or near a Field adjacent to a Stream or Watercourse between *West Ham Abbey* Mills and the River *Lea* in the Parish of *West Ham* in the County of *Essex*, and terminating by a Junction with the *North Woolwich* Railway at or near a Lane or Road called *Marsh Lane* in the Parish of *West Ham* aforesaid:

A Branch Railway (in this Act called "The Northern Junction"), commencing by a Junction with the said Main Line in or near the said Field in the said Parish of *West Ham*, and terminating by a Junction with the *North Woolwich* Railway at or near a Field adjoining *West Ham Abbey* in the Parish of *West Ham* aforesaid.

V. And

Power to make Railways according to deposited Plan.

V. And whereas Plans of the Railway and Works now proposed to be made, describing the Lines or Situation of such Works, and also the Lands which by virtue of this Act are intended to be or may be taken or used for the Purposes of such Railway, and the Works and Conveniences by this Act authorized, and also Books of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, and Sections describing the Levels of the Railway, have been deposited with the Clerks of the Peace for the Counties of *Middlesex* and *Essex:* Therefore, subject to the Provisions in this Act and in "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," contained in that Behalf, and to the Powers of Deviation in such last-mentioned Act, it shall be lawful for the Companies to make and maintain the same Railway and other Works upon 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.

Lands for extraordinary Purposes.

VI. It shall be lawful for the Companies to purchase by Agreement any Quantity of Land for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," as shall seem convenient, not exceeding Five Acres, in addition to the Land which they are already authorized to take for such Purposes.

Powers for compulsory Purchases limited.

VII. The Powers of the Companies for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for completion of Works.

VIII. If the Railways and Works authorized to be made by this Act (except the Branch described as the Northern Junction) shall not be completed within Three Years from the passing of this Act, or if the said Northern Junction shall not be completed within Four Years from the passing of this Act, then on the Expiration of such respective Periods the Powers by this Act or by the Acts incorporated herewith granted to the Companies for executing the same respectively shall cease to be exercised, except as to so much as shall be completed at the respective Periods herein-before specified of the Railways, Branch, or Works to which such respective Periods are applicable.

If Railways not completed within a limited Period, Payment of certain

IX. In case the Railway by this Act authorized to be constructed shall not be completed and opened for public Traffic within the respective Periods herein-before specified, then and from thenceforth it shall not be lawful for the Companies or the Joint Committee to pay any Dividend to the Shareholders on the *London, Tilbury, and Southend*

Southend Extension Shares until such Railway shall have been completed and opened for public Traffic. Dividends suspended.

X. The Road numbered on the deposited Plans 31 in the Parish of *West Ham* shall be carried over the Railway by means of a Bridge, and such Bridge and the Approaches thereto shall be made as nearly as conveniently may be in the Line or Situation of the Road described on the deposited Plans and Sections as "proposed additional Road," and the Ascent of such Approaches shall not exceed One Foot in Thirty Feet, and the Companies shall not be authorized to cross such Road on the Level thereof. As to crossing of Road numbered 31 in West Ham.

XI. The Road numbered on the deposited Plans 58 in the Parish of *Bromley Saint Leonard* shall be carried over the Railway by means of a Bridge, and the Companies shall not be authorized to cross such Road on the Level thereof, and such Bridge and the Approaches thereto shall be made as nearly as conveniently may be in the Line or Situation of the Road described on the deposited Plans as "proposed additional Road," and the same shall be completed previous to the opening of the Railway, and the Crown of the Road over such Bridge shall not be raised to a greater Height than Fifteen Feet above the present Surface of the said Road numbered 58 at the Point of Intersection of the said Railway, and the Inclination of the said new Road shall commence on the South Side of the Railway at the Corner of *Park Street* in the said Parish of *Bromley Saint Leonard*, and on the North Side of the Railway at the South-east Corner of the National Schools in the said Road numbered 58, and the said new Road shall have a clear Space between the Fences thereof of not less than Thirty Feet, and shall be curbed with Granite and paved in the same Manner as the said Road numbered 58 now is, to the reasonable Satisfaction of the Board of Works of the *Poplar* District. As to crossing of Road numbered 58 in Bromley St. Leonard.

XII. The Portions of the Roads numbered 58 in the Parish of *Bromley Saint Leonard*, and 31 in the Parish of *West Ham* as aforesaid, in respect of which such respective new Roads are substituted, shall, after the Completion of such new Roads respectively, be stopped up at the Intersection thereof respectively by the Railway. Parts of Roads numbered 58 and 31 shall be stopped up, &c.

XIII. Notwithstanding anything in this Act contained, in carrying the said Railway over the Roads numbered respectively 12 and 33 upon the said Plans in the said Parish of *Bromley Saint Leonard*, the Spans of the respective Arches over the same Roads shall be so constructed that the said Road numbered 12 shall at the Point of crossing thereof by the Railway be of the Width of Forty Feet at the least, and the said Road numbered 33 shall at the Point of As to Spans of Arches over Roads numbered 12 and 33 in Bromley St. Leonard.

crossing thereof by the Railway be of the Width of Thirty Feet at the least.

As to Construction of Bridge over North Woolwich Railway, &c.

XIV. The Bridge for carrying the Main Line of Railway over the *North Woolwich* Railway shall be constructed to the reasonable Satisfaction of the Engineer of the *Eastern Counties* Railway Company, and all Communications between the Branch Railways hereby authorized and the *North Woolwich* Railway shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and in each Case to the reasonable Satisfaction of the principal Engineer for the Time being of the *Eastern Counties* Railway Company.

Expense of Communications, &c. with North Woolwich Railway, how to be defrayed.

XV. The Expense of the Communications hereby authorized with the *North Woolwich* Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and the Points thereof shall be defrayed by the Joint Committee or the Lessees, as the Case may be; and the Expense of watching, regulating, and adjusting the same, and the Passage of the Traffic there, and of Signals, shall be borne and paid in such Proportions as may be agreed upon between the Joint Committee or the Lessees, as the Case may be, and the Directors of the *Eastern Counties* Railway Company, or as may be settled by Arbitration in manner herein-after mentioned; and every such Communication, and the Openings and other Works connected therewith, shall not only be in the first instance made and done, but also shall from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the principal Engineer for the Time being of the *Eastern Counties* Railway Company, and in such Manner and Form, and by such Ways and Means, as shall not in anywise prejudice or injure such last-mentioned Company, or (except in so far, if at all, as may be unavoidably necessary for effecting the Communications hereby authorized) impede, obstruct, or interfere with the free and uninterrupted Passage along their Railway; and the Control and Management of every such Communication, Opening, and other Works shall be and the same is hereby vested in the *Eastern Counties* Railway Company, but subject to the Provision for Settlement of Differences herein-after contained.

Works to be maintained to Satisfaction of Engineer of Eastern Counties Railway.

In case of Difference between Engineers, an Umpire

XVI. If any Difference shall arise between the respective principal Engineers for the Time being of the *London, Tilbury, and Southend Extension* Railway and of the *Eastern Counties* Railway Company with respect to the Points at which any such respective Communications,

tions, Openings, and other Works are or is to be constructed, or the Mode of constructing the same, or with respect to any Alteration, Amendment, Repairs, or Maintenance thereof, or the watching, Regulation, or Adjustment thereof, or the Passage or Regulation of the Traffic there, or the Signals to be provided, or if any other Difference shall arise between the said Engineers, or between the Joint Committee or the Lessees and the *Eastern Counties* Railway Company with respect to the Expenses payable by the Joint Committee or Lessees, or under the foregoing Provisions, or with respect to any other Matter in any way relating to or consequent upon the Construction or Use of the said Communications, Openings, and other Works, or any of them, the Matters in difference shall from Time to Time be decided by an Umpire to be appointed by the Board of Trade on the Application of any of such Parties, whose Decision shall be binding and conclusive, and whose Expenses shall be defrayed by the Joint Committee, Lessees, or *Eastern Counties* Railway Company, or by all or any of such Parties, and in such Proportions as the said Umpire shall from Time to Time direct.

to be appointed, whose Decision shall be final.

XVII. And whereas the Main Line authorized to be constructed by this Act is intended to be carried by a Bridge over the Branch of the *North London* Railway, forming the Junction between that Line and the *London and Blackwall* Railway: Be it enacted, That such Bridge, unless constructed, in the first instance, of sufficient Span to allow of Four Lines of Rails being laid under the same, shall at any Time hereafter, upon the *North London* Railway Company widening their said Branch, and upon Request to the Company for that Purpose, be altered and widened by the Companies, at their Costs and Charges, so as to allow of Four Lines of Rails being laid under the same; and such Bridge, and also the Bridge carrying the said Main Line over the Main Line of the said *North London* Railway, shall respectively have clear Headways at all Parts of the Span thereof of not less than the Headways shown on the Sections deposited as aforesaid; and the said Bridges, and all other the Works to be made and executed under the Powers of this Act affecting the *North London* Railway, shall be constructed to the reasonable Satisfaction of the Engineer for the Time being of the *North London* Railway Company, so as not in any Manner to obstruct, interfere with, interrupt, or impede the Traffic or Business of the *North London* Railway, nor to injure or damage the same Railway or any of the Works belonging thereto.

Construction of Bridges and Works over North London Railway.

XVIII. Notwithstanding anything in this or the recited Acts contained, it shall not be lawful for the Companies acting in the Execution of this Act, or for any other Purpose, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of

Not to interfere with the Works, &c. of the North London Railway Com-

pany, without Consent.

of the said *North London* Railway Company, except for the Purpose of constructing the Piers and Abutments of the Bridges by this Act authorized to be made over the *North London* Railway, nor in any Manner to alter, vary, or interfere with the said *North London* Railway or any of the Works appertaining thereto, unless with the previous Consent in Writing of the *North London* Railway Company under the Hand of their Secretary for the Time being.

Saving Rights of the North London Railway Company.

XIX. Except as by this Act expressly enacted, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of or vested in or belonging to the said *North London* Railway Company.

Regulations for building Bridges over the River Lea and Bow Creek.

XX. In carrying the said Railway over the River *Lea* Navigation, and the Navigation known as *Bow Creek*, the said Companies shall and they are hereby required, at their own Expense, to make and at all Times for ever thereafter maintain and keep in good and sufficient Repair proper and substantial Bridges over the said respective Navigations, such Bridges to be built of Brick, Stone, or Iron, and the Bridge over the River *Lea* Navigation shall have Two Spans or Openings, One of not less than Fifty Feet in the clear, including the Towing-path, and the other of not less than Forty Feet in the clear, both measured at Right Angles to the true Line or Direction of the River *Lea* Navigation; and the Bridge over *Bow Creek* shall have Three Spans or Openings, One whereof shall be of not less than Fifty Feet in the clear, and the other Two of not less than Forty Feet each in the clear, all such last-mentioned Spans or Openings to be measured in the Direction of the Centre Line of the Railway, and the Soffit or Underside of the said Bridges respectively shall be in no Place less than Eleven Feet above High-water Mark (*Trinity* Standard); and the said Companies shall make and at all Times for ever thereafter maintain a Wall of *Kentish* Rag Stone to protect and retain the Towing-path on and at the Side of the said *Lea* Navigation under the said first-mentioned Bridge, and the Coping of such Wall shall be not less than Eighteen Inches above High-water Mark (*Trinity* Standard), and the Foundations of the said Abutments of the said Bridges and Retaining Wall respectively shall be carried to such a Depth as to allow for the future deepening of the Navigation by the Trustees thereof to a Depth of Fourteen Feet below the Top of the Iron Tumbling Bay Gates, situate near the Point at which it is intended that the Railways hereby authorized shall cross the said River *Lea* Navigation; and all the Works connected with the said Bridges and Wall respectively, and all future Repairs thereof that may from Time to Time be required, shall be done and performed according to Plans and Specifications to be submitted to and approved of by the Engineer for the

Time being of the Trustees of the River *Lea* previously to the Commencement of any of the said Works, and shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer; and at all Times during the Construction of the said Bridges and other Works, and any future Repairs thereof, the Companies shall leave, for the free and uninterrupted Passage of Boats, Barges, or other Vessels along the said respective Navigations, an open and uninterrupted navigable Waterway of the Width of Thirty Feet at least, and an uninterrupted Horseway along the said Towing-path of the Width of Six Feet at the least, both Waterway and Horseway having a clear Height or Headway of at least Seven Feet; and in case during the Progress of any such Works Damage shall be occasioned to the said Navigation or Towing-path, or any Works of the said respective Navigations, or to the said Bridges, or any Works connected with them or either of them, the Companies shall (under such Superintendence and to such reasonable Satisfaction as aforesaid) restore the same to as good and efficient a State and Condition as the same were in prior to the occurring of any such Damage; and if the said Bridges and other Works shall in the first instance be imperfectly constructed or subsequently become out of repair, by means of which or by any other Means whatsoever any Loss of Water or Obstruction to the Navigation or Towing-path shall take place, and Notice thereof in Writing shall be given by the Clerk to the said Trustees of the River *Lea* to the Companies or their Secretary, and the Companies shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case require it, sufficiently and effectually amend and repair such Bridges and other Works under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the said Trustees of the River *Lea* from Time to Time to execute such Amendments and Repairs as may be necessary and the Case may require; and the Companies shall and they are hereby required from Time to Time to pay to the said Trustees of the River *Lea*, within Fourteen Days after Demand, all the reasonable Costs and Expenses which may be incurred by the said Trustees from Time to Time in or about the several Matters aforesaid; provided always, that the Dimensions herein specified for the Bridges and other Works by this Act authorized shall not be varied without the Consent of the said Trustees in Writing under their Common Seal in that Behalf first had and obtained; provided also, that in case the Engineer for the Time being of the said Trustees shall, for the Space of Fourteen Days after Submission to him of such Plans as herein-before mentioned, together with a Request in Writing to approve of the same, neglect or refuse to approve thereof, or of any Part thereof, then and in that Case the said Plans so submitted, together with all such Matters in difference (if any)

any) as may have arisen between the Parties, shall be referred to and determined by the President for the Time being of the Institute of Civil Engineers, or such other Person as the said President shall, in the event of his Refusal to act, appoint, and the Decision of the said President, or the Person so to be appointed by him as aforesaid, shall be final and conclusive between the Parties to all Intents and Purposes.

Such Bridges to be completed within Twelve Months.

XXI. The Construction of such Bridges, Abutments, and other Works connected therewith shall be completed within the Period of Twelve Months from the Day on which the same shall be commenced, and in case it shall happen that such Bridges and other Works shall not be completed within such Period as aforesaid, the Companies shall forfeit and pay to the said Trustees of the River *Lea*, as and for ascertained Damages, the Sum of Twenty Pounds for every Day after that Period until the same shall be completed; and if in the Execution of any of the Works in this Act authorized, or by reason or in consequence of any Act, Neglect, or Omission by the Companies, or of their Agents, Servants, or Workmen, or if in sinking the Foundations or Abutments, or in consequence of any of the Works connected therewith when made, the Water of the said River *Lea* Navigation shall leak, escape, or run to waste, the Companies shall forfeit and pay to the said Trustees of the River *Lea* the Sum of Five Pounds as and for ascertained Damages for every 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 the Matters aforesaid, or any or either of them, it shall happen that the said Navigation, or the Towing-path thereof, shall be so obstructed or interrupted as that Boats, Barges, or any other Vessels using the Navigation, or Horses drawing the same, shall be impeded in their Passage along the said Navigation or Towing-path, or either of them, then and in any and every such Case the Companies shall forfeit and pay to the said Trustees of the River *Lea* the Sum of Five Pounds as and for ascertained Damages for every Hour during which any and every such Obstruction and Interruption shall continue after Notice thereof to the Companies: Provided always, that if any such Obstruction or Interruption shall continue for the Space of Seventy-two consecutive Hours after such Notice, or the same shall arise from any wilful Act, Neglect, or Omission on the Part of the Companies, or any of their Agents, Servants, or Workmen, then and in every such Case the Companies shall pay to the said Trustees of the River *Lea* the Sum of Ten Pounds as and for ascertained Damages for every Hour during which such Obstruction or Interruption shall continue.

Company to alter the fixed Bridge

XXII. If at any Time after the Erection of the said first-mentioned Bridge it shall be considered by the Trustees of the River *Lea* necessary

sary for the Convenience of the Navigation that such Bridge should be removed, and a Swing or Opening Bridge erected instead thereof, and Notice to that Effect in Writing, under the Common Seal of the Trustees, shall be left at the Office of the Companies, the Companies shall, and they are hereby required at their own Expense, within Twelve Months next after the Delivery of such Notice, to remove such first-mentioned Bridge, and to erect and completely finish a Swing or Opening Bridge of the same Height, with Two Spans or Openings of not less than Fifty Feet each for the Passage of the Railway over the River *Lea*, in lieu of such first-mentioned Bridge, such Swing Bridge to be constructed and maintained by and at the Expense of the Railway Companies, and to the reasonable Satisfaction of the Trustees or of their Engineer for the Time being: Provided always, that in the event of any Dispute arising between the Trustees and the Companies as to the Necessity for a Swing Bridge, or as to the Form or Construction thereof, or as to the Regulations for the working thereof after the Completion of the same, the same shall be left to the Decision of the Board of Admiralty and the Board of Trade, whose joint Decision shall be final and conclusive between the Parties.

over the River Lea into a Swing Bridge when required for the River Lea Navigation.

XXIII. Nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Trustees of the River *Lea*, or authorize or empower the Companies to alter the Line or Level of the Navigation, or of the Towing or Foot Paths thereof, or of any or either of them, or any Part thereof respectively, or in any Manner to obstruct or impede the Navigation or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or to divert or turn any Watercourse or Land Drain into any Part of the Navigation, or to interfere with or injure any of the Works of the Navigation, or to take or use any of the Lands or Buildings or other Property belonging to the Trustees, or to do any Act whatever to the Prejudice of the Navigation, except so far as they may be authorized so to do, under the express Provisions of this Act, without the Consent of the Trustees in Writing under their Common Seal in that Behalf first had and obtained.

Saving the Rights of the Trustees of the River Lea.

XXIV. Nothing herein contained shall extend to prevent the said Trustees of the River *Lea*, or *Philip William Mure*, Esquire, of the *Three Mills* Distillery, or any Owner of Boats or Barges or other Traders using the said Navigation, from recovering from the Companies any special Damage which may be sustained by them or any of them, or which they may be liable to pay and shall pay to any other Person or Persons whomsoever, for or on account or by reason or in consequence of the Acts, Neglects, or Defaults of the Companies in

Trustees of the River Lea and others not to be precluded from recovering special Damages.

in or about the Construction of such Bridges and other Works connected with the same beyond the Amount of such ascertained Damages, and the same may be recovered by the said Trustees of the River *Lea* and any such Owner, Trader, or other Person in any of Her Majesty's Courts of Law at *Westminster*.

Works at Crossing of Bow Creek, &c. to be approved by Admiralty.

XXV. Previously to commencing the Crossings over *Bow Creek* and the River *Lea*, or either of them, or the Works respectively connected therewith, the Companies shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Crossings and Works respectively connected therewith, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Crossings and Works shall be constructed only in accordance with such Approval.

Lights to be exhibited during Works at Bow Creek, &c.

XXVI. During the Construction of each of the said Crossings over *Bow Creek* and the River *Lea*, and Works respectively connected therewith, the Companies shall cause to be hung out or exhibited every Night from Sunset to Sunrise a Light, to be kept burning by and at the Expense of the Companies, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of each of the said Crossings the Companies shall cause to be hung out or exhibited upon or near to the Centre of each of the said Crossings, every Night from Sunset to Sunrise, a good and sufficient Light, to be kept burning by and at the Expense of the Companies, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the said Companies in such Manner, and be of such Description, and be so used and placed, as the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, shall, by Writing under the Hand of the Secretary of the Admiralty, approve of; and in case the Companies shall neglect to exhibit and keep either or any of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Penalty for Neglect.

Power to Admiralty to order local Survey at Expense of the Company.

XXVII. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Companies in, over, or affecting any tidal or navigable Water or River, or of the intended Side thereof, the Companies shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Companies, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs

Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Companies.

Works abandoned affecting tidal Waters may be removed by Amiralty at Expense of the Company.

XXVIII. If any Work to be constructed by the Companies in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Companies, and the Amount thereof shall be a Debt due from the Companies to the Crown, and be recoverable accordingly with Costs of Suit.

Plan of crossing the River Lea, &c., to be approved by Corporation of London.

XXIX. The Works to be done and performed by virtue of this Act in crossing the River *Lea*, or any Branch of the said River, so far as the Tide of the River *Thames* flows and reflows therein, shall be executed according to a Plan to be approved previously to the Execution of such Works by the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, such Plan to be deposited in the Office of the Town Clerk of the City of *London*, and the said Works shall be performed to the Satisfaction of the Engineer of the *Thames* Navigation for the Time being.

Saving Rights of the Corporation of London.

XXX. Nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, or otherwise, did or might lawfully claim, use, or exercise.

Companies to make a Wall when required on Slip of Land adjoining the River Lea.

XXXI. The said Companies shall, if and when required by *Philip William Mure*, Esquire, of the *Three Mills* Distillery, the Owner of the Slip of Land between *Bow Creek* and the River *Lea* Navigation, make and for ever thereafter maintain a Slope pitched with *Kentish* Rag Stone, extending One hundred Feet above and Two hundred Feet below the Bridge intended to be made across *Bow Creek*, as herein-before mentioned, to protect the Soil of the said Slip of Land on the Eastern Side thereof from the Action of the Water in *Bow*

Creek; and further, the said Companies shall make and maintain between the Northern and Southern Ends of the said Slip of Land, between *Bow Creek* and the River *Lea* Navigation, a free and open Communication under the said Railway of at least Twenty Feet in Width, and having a clear Height or Headway of at least Ten Feet.

For Protection of Works under Control of Metropolitan Board.

XXXII. 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 with, any Sewers or Works to be made or executed by the said Board, or shall or may in any way prejudicially affect the Sewerage or Drainage of the Districts under their Control, the said Companies shall not commence such Work until they shall have given to the said Board Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of the said Board for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until the said Board shall have signified their Approval of the same, unless the said Board do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the said Companies shall comply with and conform to all Directions and Regulations of the Board in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as the said Board 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 Board against all and every Expense to be occasioned thereby; and all such Works as may be so required shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Board, at the Costs, Charges, and Expenses in all respects of the said Companies; 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 Companies under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Board 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 Board or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

XXXIII. It

Same Tolls to be paid as in Sections 18 to 27 of 15 & 16 Vict. c. lxxxiv. as on London, Tilbury, and Southend Extension Railway.

XXXIII. It shall be lawful for the Companies to demand and receive, for and in respect of the Railway hereby authorized, the same Tolls and Charges as they are by the several Sections of the Act of One thousand eight hundred and fifty-two, numbered severally 18 to 27 both inclusive, authorized to demand and receive for and in respect of the *Southend* Railway; and such several Sections of such Act shall extend and apply to the Railway hereby authorized in the same Manner as they would have done if such Railway had formed Part of the *Southend* Railway authorized by such Act.

Companies may raise additional Capital by new Shares.

XXXIV. It shall be lawful for the Companies to raise for the Purposes of this Act, by creating new Shares, in addition to the Sums of Money which they are already authorized to raise for the Purposes of the *Southend* Railway, any further Sum of Money not exceeding in the whole the Sum of One hundred and fifty thousand Pounds.

New Shares to be considered same as original Shares.

XXXV. Such additional Capital shall be raised by the further Issue of *London, Tilbury, and Southend Extension* Shares, and the same shall be divided into Fifteen thousand Shares of Ten Pounds each, and shall be considered as Part of the Capital authorized to be raised by the recited Acts, and shall be subject to the same Provisions and confer the same Privileges, Benefits, and Advantages in all respects from and after their Issue as if such Shares had been Part of the original *London, Tilbury, and Southend Extension* Shares, and the same shall be registered by the Companies in equal Portions.

New Shares to be offered to original Shareholders.

XXXVI. Subject to any Shares already accepted in pursuance of any Offer made by Circular from the Joint Committee, the additional Shares to be created under the Authority of this Act shall be offered to the Holders of the *London, Tilbury, and Southend Extension* Shares in such Proportions or in such Manner as the Holders of such Shares at any Meeting may from Time to Time determine; and such Offers shall be made by Letter under the Hand of the Secretary of the Joint Committee, given to or sent by Post addressed to each Shareholder according to his Address as entered in the Shareholders Address Book, or left at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the due Course of Delivery ought to reach the Place to which it shall be addressed.

Shares to vest in Parties accepting, otherwise to be disposed of by Public

XXXVII. Such Shares so to be created shall vest in and belong to the Holders of the *London, Tilbury, and Southend Extension* Shares who may accept or may have accepted the same, and who shall pay the Amount thereof to the Companies at the Time or Times and by the Instalments which shall be fixed by the Joint Committee, and if

Auction or Private Contract.

if any Shareholder shall have failed or shall fail for One Month after such Offer of new Shares to accept the same, or pay the Instalments called for in respect thereof within One Month after the same shall respectively become due, it shall be lawful for the Companies to dispose of such Shares by public Auction or by private Contract to any Party willing to become the Purchaser thereof for such Sum as the Companies can obtain for the same.

Joint Committee may permit Shareholders to take new Shares in case of their Absence abroad, &c.

XXXVIII. It shall be lawful for the Joint Committee, in case they shall think proper so to do, but not otherwise, to permit any Shareholder who from Absence abroad, or any other Cause satisfactory to the Joint Committee, may have omitted or neglected (within the Time limited by this Act) to signify his Acceptance of the new Share or Shares which may have been offered to him, or to which he may be entitled by virtue of this Act, to accept such Share or Shares, and to pay for each such Share the Sum at which the same shall have been allotted to him, notwithstanding the Time limited for such Acceptance or for the Payment of such Sum may have expired.

Power to borrow Money on Mortgage.

XXXIX. After the Share Capital by this Act authorized to be raised shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Companies to borrow on Mortgage of the Undertaking by the recited Acts and this Act authorized, and the Tolls and Sums of Money arising by virtue of such Acts, in addition to any Money raised or intended to be raised on Mortgage by any Act relating to the *Southend* Railway, any Sum of Money not exceeding the Sum of Fifty thousand Pounds.

Former Mortgages to have Priority.

XL. All Mortgages or Bonds granted under the Authority of any Act already passed relating to the *Southend* Railway shall, during the Continuance thereof, have Priority over any Mortgages or Bonds to be created by virtue of this Act.

Application of Monies.

XLI. All the Monies to be raised by virtue of this Act by the Creation of new Shares or by Mortgage shall be applied to the Purposes of the Undertaking by this Act authorized, and to no other Purpose whatsoever.

Increased Rent to be payable by Lessees in respect of new Line of Railway.

XLII. And whereas the Railway by this Act authorized will form Part of the Main Line of the *Southend* Railway, and has been principally designed with the view of obviating the Delays necessarily arising from the large Amount of Traffic concentrating at the *Stratford* Station of the *Eastern Counties* Railway, and the Lessees, in consideration of the Advantages to be afforded by the intended Railway, are willing to pay such an Increase of the Rent now payable by them for

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the *Southend* Railway as is equal to Interest at the Rate of Six Pounds *per Centum per Annum* upon such Part of the Share Capital of One hundred and fifty thousand Pounds by this Act authorized to be raised as is from Time to Time raised for Purposes of this Act, and also Interest upon such further Sums of Money as are from Time to Time raised by Mortgage under the Powers of this Act for Purposes of this Act: Therefore the Lessees shall from Time to Time after the passing of this Act, by way of Increase of such Rent, pay to the Companies, in respect of such Part of the Share Capital of One hundred and fifty thousand Pounds by this Act authorized to be raised as is from Time to Time raised for Purposes of this Act, Sums equal to a Dividend at the Rate of Six Pounds *per Centum per Annum* upon the Amount so raised, and to the Interest from Time to Time payable on such Part of the Sum of Fifty thousand Pounds by this Act authorized to be raised by Mortgage as is from Time to Time so raised for Purposes of this Act; and the Railway and Works by this Act authorized, and the Property from Time to Time vested in the Companies for the Purposes of such Undertaking, and the Tolls, Rates, and Dues which the Companies are or may be empowered to raise and levy in respect of such Undertaking, and all or such as are agreed on between the Companies and the Lessees of the Rights, Powers, and Privileges with respect to such Undertaking of which the Companies are or may be or become possessed, shall, subject to the Provisions of this Act, be Part of the *Southend* Railway and the Undertaking thereof, and be included in the Lease of that Railway agreed to be granted under the Powers and Provisions contained in the Act of One thousand eight hundred and fifty-four, and such Powers and Provisions shall extend to the same accordingly, and, save as aforesaid, nothing in this Act contained shall prejudice, affect, or alter the Terms, Stipulations, and Provisions of any such Lease.

Provision and Arrangements as to Tolls payable to Eastern Counties and London and Blackwall Railway Companies.

XLIII. And whereas it is expedient to make Provisions with respect to the working of the Traffic on the Railway hereby authorized, and the Division and Apportionment of the Tolls thereon, during the Continuance of the Lease agreed to be granted of the Undertaking of the *Southend* Railway: Be it enacted, That the following Arrangements shall, during the Continuance of such Lease, be in force between the respective Companies and the Lessees; (that is to say,)

As regards the Passenger Traffic to or from the *Southend* Railway from or to any Place situate to the West of the intended Crossing of the *North Woolwich* Railway by the Main Line, the Lessees shall from Time to Time account for and pay over to the Two Companies respectively the same Proportion of the gross Receipts arising from such Traffic as is now payable under the recited Acts, and any subsisting Agreements between the Two Companies, or either

either of them, and the Lessees, in the same Manner and to the same but not to any greater Extent than would have been payable to the Two Companies respectively if this Act had not passed, and the Railway hereby authorized had not been made, subject nevertheless to all such Deductions, Charges, and Expenses as the Companies would have been liable to allow, pay, or sustain if the Traffic had been worked in its present Course by the said Lessees or the said Companies over the *Eastern Counties* and *London and Blackwall* Railways, or either of them:

As regards Goods Traffic to or from the *Southend* Railway from or to any Place situate to the West of the said intended Crossing of the *North Woolwich* Railway, the Lessees shall also account for and pay over in manner aforesaid the net Profits of such Portion of the Traffic as may be diverted from the Railways of the Two Companies respectively by means of the proposed Main Line:

In dividing between the Companies their Proportion of the Receipts from such Passenger and Goods Traffic, the Deductions, Charges, and Expenses which the *London and Blackwall* Railway Company shall be subject to in respect of the Conveyance of such Traffic shall be deemed to be from and to the *Bow* Junction, and not to or from the Junction of the Main Line with the *London and Blackwall* Railway:

The *Eastern Counties* Railway Company shall be entitled, and the Lessees shall permit that Company to use with their Engines and Carriages, so much of the *Southend* Railway as is situate between the Junction at *Ilford* and the *Barking* Station of the *Southend* Railway, and the Lessees shall carry on from that Station the Traffic which may have passed over the *Eastern Counties* Railway, and be intended for any Station on the *Southend* Railway, without unreasonable Delay; provided that by such Use of the said Part of the *Southend* Railway the Proportion to which such Company and Lessees are now entitled of the entire Fare or Charge made in respect of the Traffic shall not be altered or affected:

During any Agreement or Arrangement between the *Eastern Counties* Railway Company and the Lessees with respect to the working by such Company of the Traffic upon, to, or from the *Southend* Railway, that Company shall carry on the Traffic by means of their Engines and Carriages upon the Railway by this Act authorized to be made without any Charge to or Payment by the Lessees in excess of such Charge or Payment as is payable under such Agreement or Arrangement:

In respect of Passengers and Goods to and from the *North Woolwich* Railway from and to the *London and Blackwall* Railway, the *Eastern Counties* Railway Company shall be entitled to use with their own Engines and Carriages, and the Lessees shall permit such

such Company to use, so much of the Main Line as is situated to the West of the Junction with such Main Line of the Branches hereby authorized, upon Payment, in respect of Passengers, of Toll of One Halfpenny for each Passenger, and in respect of Goods of such Toll as may be determined by Arbitration in manner herein-after mentioned:

In case any Dispute or Difference shall arise between the Two Companies, or either of them, and the Lessees with respect to any of the Matters aforesaid, or with respect to the Arrangements to be made to carry into effect the Provisions herein contained, the same shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," but so long as *John Hawkshaw*, Civil Engineer, shall be willing and able to act as Arbitrator he shall be sole Arbitrator for the Determination of any such Dispute or Difference.

Joint Committee to act.

XLIV. Except as by this Act expressly enacted, the Joint Committee acting under the recited Acts shall exercise all the Powers and Authorities by this Act conferred upon the Companies as if the Joint Committee were the Directors of the Companies, in the same Manner and with the same Powers, and under the same Provisions and Restrictions, as are contained in the recited Acts with reference to such Joint Committee.

Interest not to be paid on Calls paid up.

XLV. It shall not be lawful for the Companies, out of any Money by this Act 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 Companies 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 Capital of Companies.

XLVI. It shall not be lawful for the Companies, out of any Money by any Act relating to the Companies authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of 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 Companies to construct any other Railway or to execute any other Work or Undertaking.

Railways not exempt from Provision of

XLVII. Nothing herein contained shall be deemed or construed to exempt the said Railways by this or the said recited Acts authorized to

present and future General Acts.

to be made, or the Companies, 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 by this Act or by the said recited Acts, or of Rates for small Parcels.

Saving Rights of the Crown.

XLVIII. Nothing contained in this Act or in any of the Acts herein referred to shall extend to authorize the said Companies to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to 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), or to take away, prejudice, diminish, or alter any of the Estates, Rihgts, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

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

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