

[53 & 54 VICT.]

*Tottenham and Forest Gate
Railway Act, 1890.*

[Ch. clviii.]



CHAPTER clviii.

An Act to authorise the Construction of Railways between
Tottenham and Forest Gate and for other Purposes.

A.D. 1890.]

[4th August 1890.]

WHEREAS the construction of the railways and works herein-
after described would be of local and public advantage :

And whereas the persons herein-after in that behalf named with
others are willing to undertake the same on the powers herein-after
contained being conferred upon them and it is expedient that they
be incorporated into a company for that purpose :

And whereas plans and sections showing the lines and levels of
the railways and works authorised by this Act and also a book of
reference containing the names of the owners and lessees or reputed
owners and lessees and of the occupiers of the lands required or
which may be taken for the purposes or under the powers of this Act
were duly deposited with the clerks of the peace for the counties
of Middlesex and Essex and are herein-after respectively referred to
as the deposited plans sections and book of reference :

And whereas an agreement relative to the said railways and the
working thereof of which a copy is set out in the Third Schedule to
this Act has been made between the persons therein named on
behalf of the Company incorporated by this Act of the first part
the Midland Railway Company of the second part and the London
Tilbury and Southend Railway Company of the third part and it is
expedient that the said agreement should be confirmed and also
that powers such as in this Act contained should be conferred on
the Company and the Midland and London Tilbury and Southend
Railway Companies respectively :

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

A.D. 1890. — and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title. 1. This Act may be cited as the Tottenham and Forest Gate Railway Act 1890.

Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

Interpretation. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And for the purposes of this Act the expression "the Company" means the Company incorporated by this Act the expression "the undertaking" means the undertaking of the Company by this Act authorised the expressions "the railways" and "the railway" mean respectively the railways by this Act authorised the expression "the working companies" means the Midland and London Tilbury and Southend Railway Companies and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated. 4. Charles George Lyttelton Viscount Cobham James Round Thomas Courtenay Theydon Warner and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making maintaining working and using the railways and works by this Act authorised and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Tottenham and Forest Gate Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

5. Subject to the provisions of this Act the Company may make and maintain in the lines or situation and according to the levels shown on the deposited plans and sections the railways and other works shown on the deposited plans together with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for the purposes of their undertaking. The works herein-before referred to and authorised by this Act will be situate in the counties of Middlesex and Essex and comprise—

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Power to
make rail-
ways.

A railway (No. 1) (6 miles 4 chains or thereabouts in length) commencing in the parish of Tottenham in the county of Middlesex by a junction with the Tottenham and Hampstead Junction Railway near the South Tottenham Station and terminating in the parish of East Ham in the county of Essex by a junction with the Forest Gate branch of the London Tilbury and Southend Railway near the bridge carrying the Romford Road over that railway;

A railway (No. 2) (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 London Tilbury and Southend Railway in the parish of East Ham.

6. The heads of arrangement (of which a copy is set forth in the Second Schedule to this Act) for the protection of James Leslie Grove Powell shall be binding on the Company and shall be carried into effect by the Company accordingly.

Confirming
arrangement
with James
Leslie Grove
Powell.

7. For the protection of the trustees of the Bishop of St. Albans Fund and of the vicar for the time being of All Saints Forest Gate the following provisions shall be observed and have effect (that is to say) :—

For the pro-
tection of the
trustees of
the Bishop of
St. Alban's
Fund and
others.

(1) The Company shall not under the powers of this Act enter upon take or use any part of the lands numbered respectively on the deposited plans 37 and 38 in the parish of East Ham.

(2) The Company shall at their own expense before commencing the construction of Railway No. 1 by this Act authorised re-erect or re-construct in a proper and sufficient manner the existing wall on the said lands adjoining the existing railway of the London Tilbury and Southend Railway Company so that the same may be at all points of the same height above the metals of the railway by this Act authorised when con-

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structed as it at present is above the metals of the said existing railway and shall properly step or ramp the same.

- (3) The Company shall within three months after the passing of this Act give notice for the taking of and shall take under the provisions of the Lands Clauses Acts the lands coloured blue yellow and brown on the plan marked 2 and signed in duplicate by William Woodall the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and the owners of the said lands shall be at liberty to remove therefrom the temporary church now standing thereon.

For the pro-
tection of
Frederick
Charles
Mann.

8. Notwithstanding anything in this Act contained or shown on the deposited plans to the contrary the following provisions shall apply for the protection of Frederick Charles Mann his heirs or assigns or other the owner or owners for the time being of the property known as Stoneydown House in the parish of Walthamstow in the county of Essex now belonging or reputed to belong to him (all of whom are included in the expression "the owner" when used in this section) save so far as may be otherwise from time to time agreed in writing between the owner and the Company (that is to say):—

- (1) The plan signed in duplicate by Arthur Cadlick Pain on behalf of the Company and by Orlando George Harman on behalf of the owner is in this section referred to as "the said plan."
- (2) The Company shall before entering upon or commencing any works on the property belonging or reputed to belong to the owner coloured green on the said plan purchase the estate and interest of the owner in the whole of the said property at such price as shall be agreed upon or as failing agreement shall be settled by arbitration in manner provided by the Lands Clauses Acts.

For the pro-
tection of
Edward
Holroyd
Bousfield.

9. Notwithstanding anything in this Act contained or shown on the deposited plans to the contrary the following provisions shall apply for the protection of Edward Holroyd Bousfield his heirs or assigns or other the owner or owners for the time being of the estate known as Stoneydown Estate in the parish of Walthamstow in the county of Essex now belonging or reputed to belong to him (all of whom are included under the expression "the owner" when used in this section) save so far as may be otherwise from time to time agreed in writing between the owner and the Company (that is to say) If the Company purchase or acquire any portion of the Stoneydown Estate they shall purchase and acquire the whole

thereof as numbered on the deposited plans 59, 60, 61, 62 and 63 in the said parish unless the owner shall in writing consent to the acquisition by the Company of any portion thereof less than the whole.

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10. For the protection of the Tottenham Local Board of Health (in this section called "the local board") the following provisions (unless otherwise agreed between the local board and the Company) shall have effect within that part of the parish of Tottenham which is under the control of the local board (herein-after called "the district") :—

For the pro-
tection of
Tottenham
Local Board.

- (1) In crossing Markfield Road Railway No. 1 shall be carried over the same so that the bridge shall be throughout of the clear headway of fifteen feet and of the clear width measured on the square of forty feet.

The bridge for carrying Railway No. 1 over Page Green Terrace numbered 52 on the deposited plans shall be constructed with a clear headway throughout of fifteen feet and with a clear span of forty-two feet measured on the square provided that the said span may be divided by two sets of iron columns so placed as to leave a clear span of twenty-six feet between them.

- (2) If in constructing the said railway the Company deviate from the centre line as shown on the deposited plans so as to cross or interfere with any other public road or highway no part of any abutment or pier shall project into or upon any part of the road or footpath.
- (3) The bridges herein-before mentioned shall be so constructed and maintained by the Company as to prevent so far as reasonably practicable the dripping of water in the road or footway.
- (4) The Company shall construct and maintain to the reasonable satisfaction of the engineer of the local board on each side and for the full length of the said bridges a substantial parapet not less than six feet in height above the level of the railway and all bridges and works aforesaid shall be constructed so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over such bridges.
- (5) The outside of the parapets fences and screens of any bridges walls and buildings made by the Company facing any public street shall not be used for the posting of bills or other advertising purposes except for the purposes of the Railway Company's business.

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(6) The Company shall divert the Stonebridge Brook which is numbered on the deposited plans 46 in the parish of Tottenham and shall carry the same along the northern boundary of the property acquired by the Company between the property numbered 20 on the said deposited plans and the property numbered 49 on the said plans whence it shall be carried under the railway by means of a proper culvert of the same dimensions and character as the culvert now carrying the said brook under the Tottenham and Hampstead Railway.

The inclination of the said watercourse and culvert shall be uniform throughout the whole course of the diversion thereof to the point where it will join the existing inlet to the culvert under the said Tottenham and Hampstead Railway.

The diversion of the Stonebridge-Brook and the said culvert shall be made to the reasonable satisfaction of the engineer of the local board.

(7) Where the Moselle Brook will pass under the Railway No. 1 side walls shall be constructed by the Company as may be agreed upon between the local board and the Company.

(8) The Company shall not break up or disturb any road or highway footpath or place under the control of the local board unless at least seven days previous notice in writing of their intention so to do specifying the road highway footpath or place intended to be broken up or disturbed be given to the surveyor of such board or left for him at the offices of the said board and when the Company shall break up or disturb any such road highway footpath or place they shall so soon as the works affecting it are completed and at the furthest within six months from the day on which these works respectively were begun restore the road highway footpath or place to as good a condition as it was when it was broken up or disturbed under the superintendence and to the reasonable satisfaction of the surveyor of the local board and the Company shall keep the same in repair for twelve months thereafter and if the Company fail to restore the road highway footpath or place within the prescribed six months the local board may restore the road highway footpath or place and recover the expense of such restoration from the Company.

(9) The Company shall to the reasonable satisfaction of the surveyor of the local board restore all sewers drains and pipes in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this

Act authorised or provide instead other proper and sufficient sewers drains and pipes. A.D. 1890.

- (10) Where any of the works to be done under or by virtue of this Act shall or may pass over or under or by the side of so as to interfere with any sewer drain pipe watercourse defence or work under the jurisdiction or control of the local board or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control the Company shall not commence such works until they shall have given to the local board twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the office of the local 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 local board shall have signified their approval of the same unless such board do not signify their approval or disapproval within twenty-one days after delivery or service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works 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 works or any part thereof and shall save harmless the local board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the local board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the local board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the local board by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the local board as any sewers or works now or hereafter may be and except only as is by this Act expressly provided 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 local board or their successors

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but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

- (11) Any difference which may arise between the local board and the Company or their respective engineers under the provisions of this section shall (unless otherwise agreed) be referred to the decision of an arbitrator to be appointed on the application of either party by the president for the time being of the Institute of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

As to
Tottenham
lammas
lands.

11. If the Company acquire under the powers of this Act any part of the Tottenham lammas lands numbered 138 to 141 inclusive in the parish of Tottenham the Company shall endeavour to acquire a suitable piece of land adjoining the said lammas lands equal in area to the part thereof which the Company shall have acquired and shall throw the same into so that it shall form part of the said lammas lands and if the Company are unable to obtain any such land at a less cost than one hundred and fifty pounds the Company shall contribute a sum of one hundred and fifty pounds for the purposes or towards the expenses of any scheme for the regulation of the remainder of the said lammas lands:

Provided that the Company shall not take more than half an acre of the said lammas lands and that a convenient access for vehicles shall be provided between the severed portions of the said lands.

For the pro-
tection of
Waltham-
stow Local
Board.

12. With reference to the construction of the railway where it will pass through the district of the local board for the parish of Walthamstow the following provisions shall (except in so far as they may be modified by any agreement between the said local board and the Company) have full force and effect:—

- (1) That part of the road which is numbered on the deposited plans and in the deposited book of reference 10 in the said parish which may be diverted by the Company shall be made of the clear width of not less than thirty feet throughout.
- (2) In the event of the Company acquiring the properties numbered on the said plans and in the deposited book of reference 20, 20A, 20B, 21, 22, 24, 24A and 24B the Company shall widen Ferry Lane from the termination of the diversion thereof to the junction with Black Horse Lane so that it shall not be less than forty feet in width.
- (3) A culvert shall be constructed by the Company at their expense under Railway No. 1 at about the distance of 1 mile 15 chains as marked and measured on the deposited plans from

the commencement thereof for carrying the water of the Dagenham Brook beneath the railway which culvert shall be constructed of such dimensions of such materials and in such manner and within such time as may be agreed between the engineer of the Company and the engineer of the local board or in default of agreement may be determined by an arbitrator to be appointed as herein-after provided.

- (4) A culvert shall also be constructed by the Company at their expense under Railway No. 1 at about the distance of 2 miles 43 chains as marked and measured on the deposited plans from the commencement thereof for carrying the waters of the Moor Ditch beneath the railway which culvert shall be constructed of such dimensions of such materials and in such manner and within such time in all respects as may be agreed upon between the said engineers or determined by an arbitrator to be appointed as herein-after provided.
- (5) The bridge for carrying the railway over Boundary Road at about the distance marked and measured on the said plans 2 miles 57 chains from the commencement of the said railway shall have a clear span of not less than forty feet.
- (6) The bridge for carrying Black Horse Lane numbered on the said plans and in the said book of reference 31 in the said parish over the railway at about the distance marked and measured on the said plans 1 mile 32 chains from the commencement thereof and the approaches thereto shall be constructed of a width not less than forty feet clear between the parapets of the bridge and the fences of the approaches and the inclination of the approaches shall not be steeper on either side than 1 in 40.
- (7) (a) All other bridges for carrying any roads over the railway shall be not less than forty feet in width except that where the existing road where crossed is of a less width than forty feet the bridge may be of the same width as the road provided that in such cases in the event of the width of the road adjoining the bridge on both sides being increased the Company shall at their own cost increase the width of the bridge to forty feet. No such bridge shall be of less width in any event than thirty feet.
- (b) The Company shall construct a passenger station at some place in the neighbourhood of Black Horse Lane.
- (8) The Company shall provide and thereafter maintain properly kerbed and paved footpaths on both sides of any roads over which the railway is carried so far as such roads will be

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bounded by the Company's property and also on both sides of any roads carried over the railway or the approaches thereto so far as the Company will be liable to keep the same in repair.

- (9) Where in the construction of the railway it will be necessary to interfere with or pass over or under any sewers or drains under the control of the local board or cut off the present flow of sewage or surface water the necessary alterations to existing sewers or drains or any sewers or drains to be constructed in lieu thereof shall be effected by and at the expense of the Company within such time and in such manner in all respects as in default of agreement between the engineer of the Company and the engineer of the local board shall be determined by an arbitrator to be appointed as herein-after provided. But if with a view to the future requirements of the district the local board require the Company to provide any new sewers or drains of larger dimensions the additional cost shall be defrayed by the local board or the Company as may be agreed by their respective engineers or fixed by the arbitrator to be appointed as herein-after mentioned having regard to the facts that the natural lines of drainage are cut off by the railway and that the new sewers are provided at an earlier date than would be otherwise necessary.
- (10) The local board shall so far as necessary to enable the Company to carry out any such diversion or alteration exercise any powers enabling them in that behalf upon being sufficiently indemnified by the Company.
- (11) The Company shall at all times hereafter allow the local board to carry and construct such further sewers drains or pipes or extensions to existing sewers drains or pipes as may from time to time be necessary for the requirements of their district over or under the railway and works of the Company in the said district without requiring or being entitled to any compensation or other payment therefor and the Company shall grant all reasonable facilities for the carrying out and construction of the necessary works.
- (12) If any difference between the local board and the Company arise with reference to any of the matters by this section referred to an arbitrator the same shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either the local board or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration but the Company shall solely bear the expense

of such arbitration including the reasonable fees of the engineer of the local board incurred under any of the provisions of this section and the local board shall not be put to any expense whatever in connexion therewith.

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13. The Company may divert the public highway numbered on the deposited plans 10 in the parish of Walthamstow in the manner shown upon the deposited plans and sections and when the new portion of the said road is made to the satisfaction of two justices and is open for public use the Company may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

Power to divert road at Walthamstow as shown on deposited plans.

14. Nothing in this Act shall authorise the Company to stop up or interfere with the road numbered on the deposited plans and in the deposited book of reference 354 in the parish of Walthamstow known as Linden Road Where the railway passes the board school in Linden Road the railway works shall be at a distance not less than sixty-seven feet from the nearest point of the school buildings and between the road numbered 346 and the north-east corner of the premises numbered 357 on the deposited plans the railway shall be constructed with a retaining wall on the west side.

For the protection of the Walthamstow School Board.

The Company shall erect and maintain or cause to be erected and maintained along the western side of their railway some building or wall at least twelve feet in height above the surface of the before-mentioned Linden Road between the road numbered 346 and the north-east corner of the premises numbered 357 on the deposited plans.

The retaining wall or other boundary of the railway on the west side where the railway passes the board school in the Pretoria Avenue shall not be nearer to any portion of the said school premises than seventy feet.

15.—(1) 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 street sewer drain watercourse defence or work under the jurisdiction or control of the East Ham Local Board or with any streets sewers or works to be made or executed by the said board or shall or may in any way affect the streets sewerage or drainage of the districts under their control the Com-

For the protection of East Ham Local Board.

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pany shall not commence such works until they shall have given to the said board twenty-eight days previous notice in writing of their intention to commence the same by leaving such notice at the office for the time being of the board with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the board shall have signified their approval of the same unless the board do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said board in the execution of the said works and shall provide by new altered or substituted works in such manner as the board shall reasonably require for the proper protection of and for preventing injury or impediment to the streets sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said board against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the surveyor of the said board at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said board may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the board by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said board as any sewers or works now or hereafter may be.

(2) The Company shall not stop up or in any way interfere with the road known as Hampton Road and numbered 44 on the deposited plan for the parish of East Ham or the sewers or drains thereunder without the consent in writing of the East Ham Local Board first had and obtained.

(3) The Company shall not without the like consent stop up or in any way interfere with the surface water pipe which discharges into the railway cutting near the termination of Railway No. 1 at its junction with the Forest Gate branch of the London Tilbury and Southend Railway.

(4) The Company shall if required by the East Ham Local Board and at the expense of the said local board construct and

maintain a proper footbridge over Railway No. 1 and the Forest Gate branch of the London Tilbury and Southend Railway so as to form a means of communication between Hampton Road and Durham or Clarence Roads. A.D. 1890.

(5) The Company shall not in constructing Railway No. 2 remove or in any way interfere with the present footbridge carrying the public footpath over the Forest Gate branch of the London Tilbury and Southend Railway nor shall they in any way interfere with such public footpath.

16. For the protection of the Lee Conservancy Board (hereinafter called "the Lee board") :—

For the protection of
Lee Conservancy
Board.

(1) In carrying the Railway No. 1 and the works connected therewith across the River Lee Navigation at Tottenham the Company shall at their own expense construct and for ever thereafter maintain and keep in good and sufficient repair a good and substantial girder bridge across the said river and towing-path of one span or opening of not less than seventy feet in the clear with the soffit or underside in no place less than ten feet six inches above the fixed head level of the said river and shall construct and for ever thereafter maintain and keep in good repair a towing-path wall under the said bridge and for a distance of one hundred feet on each side of the same :

(2) The construction of the bridge and all future repairs of the same and the making and maintaining of the towing-path wall shall be done and performed according to plans and specifications to be previously submitted to and approved by the Lee board and shall be commenced and carried on and completed under the superintendence and to the reasonable satisfaction of their engineer whose reasonable charges shall be paid by the Company and the Company shall at all times during the construction of the said bridge and other works and any future repairs thereof leave for the free and uninterrupted passage of boats barges and other vessels along the said navigation an open and uninterrupted navigable waterway of the width of forty feet at the least and an uninterrupted horseway along the said towing-path of the width of eight feet at the least the waterway having a clear height or headway of at least ten feet above the standard level of the water And in case during the progress of any such works damage shall be occasioned thereby to the said navigation or towing-path or to any boat barge or other vessel navigating the said river or to any works of the navigation the Company shall make compensation for any such

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damage done also under such superintendence and to such reasonable satisfaction as aforesaid restore the same to as good and efficient state and condition as the same were in prior to the occasioning of any such damage. Provided always that if the Lee board shall for the space of twenty-one days after submission to them of such plans together with a request in writing to approve the same neglect or refuse to approve thereof or any part thereof then and in such case the plans so submitted shall be referred to and approved by an engineer to be appointed by the Board of Trade upon the application of either party and the decision of such engineer shall be final and conclusive between the parties.

For protection of works of Havering Dagenham &c. Commissioners of Sewers.

17. 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 Havering and Dagenham Ripple Barking East Ham West Ham Leyton and Walthamstow in the respective counties of Essex Middlesex and Kent (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 herein-before 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 by or under the direction superintendence and control 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 works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall ever thereafter be maintained by the Company 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 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.

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18. If after the Company have under the powers of this Act acquired any lands in any parish the amount of any general district or other local rate levied in that parish in respect of such lands and any houses and buildings thereon shall in any year be less than the amount of the rate leviable during the year 1890 in respect of such lands houses and buildings by reason of such lands houses and buildings having been taken and used by the Company for the purposes of this Act the Company shall from time to time make good such deficiency until the railway shall be completed and assessed to such rate.

Deficiency in rates to be made good.

19. For the protection of the Leyton Local Board (in this section called "the local board") the following provisions (unless otherwise agreed between the local board and the Company) shall notwithstanding anything to the contrary shown on the deposited plans or sections have effect within the local government district of Leyton (herein-after called "the district") :—

For the protection of the Leyton Local Board.

(1) In crossing the several roads throughout the district the railway shall be carried over the same by girder bridges which shall be so constructed as to leave the respective clear headways following (that is to say) Lea Bridge Road Leyton Road

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and Leytonstone Road sixteen feet six inches and all other roads fifteen feet and such bridges shall in all cases including Grove Green Lane Skelton's Lane and Moyer's Lane be of the clear width measured on the square of forty feet Provided that the headway so prescribed may be reduced over the footpaths so far as may be necessary for ornamental purposes.

- (2) No part of any abutment or pier shall project into or upon any part of a road footpath or forecourt within the district and the Company shall in the construction of their bridges set back the abutments or piers to the building line in any such roads Provided that the Company shall have power in any such case to place columns for the support of their bridges on the edges of the footpaths nearest such roads.
- (3) The bridges herein-before mentioned shall be so constructed and maintained by the Company as to prevent the dripping of water in the road or footway.
- (4) The Company shall construct and maintain to the reasonable satisfaction of the surveyor of the local board (hereinafter referred to as "the surveyor") on each side and for the full length of the said bridges a closed and substantial parapet not less than six feet in height above the level of the railway and all bridges and works aforesaid shall be of an ornamental design to the reasonable satisfaction of the surveyor and be constructed so as to deaden so far as may be reasonably practicable the sound of engines carriages and traffic passing over such bridges.
- (5) The Company shall properly kerb and pave the footpaths on both sides of any roads over which the railway may be carried so far as such roads shall abut upon the property of the Company.
- (6) No part of the outside of the railway within twenty yards of any bridge over any road or street in the district or the parapets and arches thereof or any fences or screens of any bridges walls or buildings made by the Company in connexion therewith shall be used for the posting of bills or other advertising purposes other than the placing of the name of the station.
- (7) The Company shall not break up or disturb any road highway footpath or place under the control of the local board unless at least seven days previous notice in writing of their intention so to do specifying the road highway footpath or place intended to be broken up or disturbed be given to the surveyor or left for him at the offices of the local board and when the Company

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shall break up or disturb any such road highway footpath or place they shall so soon as the works affecting it are completed and at the furthest within six months from the day on which such works respectively were begun restore the road highway footpath or place under the superintendence and to the reasonable satisfaction of the surveyor to as good a condition as it was when it was broken up or disturbed and the Company shall keep the same in repair for twelve months thereafter and if the Company fail to restore the road highway footpath or place within the prescribed six months the local board may restore the road highway footpath or place and recover the expense of such restoration from the Company.

- (8) The Company shall to the reasonable satisfaction of the surveyor restore all sewers drains and pipes in the roads highways and public places which shall be broken up destroyed or damaged in or in consequence of the execution of the works by this Act authorised or provide other proper and sufficient sewers drains and pipes.
- (9) Where any of the works to be done under or by virtue of this Act shall or may pass over or under or by the side of and so as to interfere with any sewer drain pipe watercourse defence or work under the jurisdiction or control of the local board or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control the Company shall not commence such works until they shall have given to the local board twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the office of the local board for the time being with a plan and section showing the line and level thereof and other necessary particulars relating thereto and until the local board shall have signified their approval of the same unless such Board do not signify their approval or disapproval within twenty-one days after delivery or service of the said notice plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works 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 works or any part thereof and shall save harmless the local board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of

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the surveyor at the costs charges and expenses in all respects of the Company and all costs charges and expenses to which the local board may be put or which they may reasonably incur by reason of the action of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the local board by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the local board as any sewers or works now or hereafter may be and except only as is by this Act expressly provided 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 local 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.

- (10) The local board shall so far as necessary to enable the Company to carry out any such diversion or alteration exercise any powers enabling them in that behalf upon being sufficiently indemnified by the Company.
- (11) The Company shall at all times hereafter allow the local board to carry and construct such further sewers drains or pipes or extensions to existing sewers drains or pipes as may from time to time be necessary for the requirements of their district over or under the railway and works of the Company in the said district without requiring or being entitled to any compensation or other payment therefor and the Company shall grant all reasonable facilities for the carrying out and construction of the necessary works.
- (12) If after the Company shall have acquired any lands in the district under the powers of this Act the amount of any general district or other local rate levied in such district by the local board in respect of such lands and any houses and buildings thereon shall in any year be less than the amount of the rate leviable during the year 1890 in respect of such lands houses and buildings by reason of such lands houses and buildings having been taken and used by the Company for the purposes of this Act the Company shall from time to time make good such deficiency until twelve months after the railway shall be completed and assessed to such rate.
- (13) The Company shall not permit any of the arches under the railway to be used as dwelling-places or for any business of a

noisome or offensive character or which may deteriorate or lessen the value of adjoining property.

- (14) The approaches to arches under the railway shall be drained and maintained by the Company in good order and condition to the reasonable satisfaction of the surveyor and if the Company fail to drain and keep and maintain the said drains and approaches to arches in such good order and condition the local board may do the work necessary for the purpose and recover the expense incurred thereby from the Company.
- (15) The Company shall before opening the line for traffic construct and open two passenger stations within the district at places in the neighbourhood of Moyer's Lane and Leytonstone Road.
- (16) Any difference which may arise between the local board and the Company or their respective engineers under the provisions of this section shall (unless otherwise agreed) be referred to the decision of an arbitrator to be appointed on the application of either party by the president for the time being of the Institute of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

20. For the protection of the mayor aldermen and burgesses of the borough of West Ham (in this section called "the corporation") the following provisions (unless otherwise agreed between the corporation and the Company) shall have effect within the borough of West Ham (herein-after called "the borough") :—

For the protection of the West Ham Corporation.

- (1) In crossing the several roads within the borough the railway shall be carried over the same so that the bridges shall in the cases of Woodgrange Road and Sebert Road respectively be of the clear headway of sixteen feet and in all other cases be of the clear headway of fifteen feet and in all cases (including Woodgrange Road and Sebert Road) be of the clear width measured on the square of forty feet at least ;
- (2) No part of any abutment column or pier of any such bridge shall without the consent of the Corporation under seal project into or upon any part of a road or footpath within the borough and the Company shall in the construction of any such bridge if required by the corporation set back the abutments or piers thereof to the building line in any such road Provided that the Company shall have power in any event to place columns for the support of their bridge on the edges of the forecourts (if any) nearest such road or footpath ;
- (3) The bridges herein-before mentioned shall be so constructed and maintained by the Company as to prevent so far as

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reasonably practicable the dripping of water in the road or footway ;

- (4) The Company shall construct and maintain to the reasonable satisfaction of the engineer of the borough on each side and for the full length of the said bridges a substantial parapet not less than six feet in height above the level of the railway and all the bridges and works aforesaid shall be of a design to the reasonable satisfaction of the said engineer and be constructed so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over such bridges ;
- (5) The Company shall not use or suffer to be used for the posting of bills or other advertising purposes the outside of the railway or the parapets or arches thereof or any fences or screens of any bridges walls or buildings made by the Company in connexion therewith But nothing herein contained shall be deemed to prohibit the Company from exhibiting time bills outside their stations and painting up the names of stations ;
- (6) The Company shall not break up or disturb any road or highway footpath or place under the control of the corporation unless at least seven days previous notice in writing of their intention so to do specifying the road highway footpath or place intended to be broken up or disturbed and specifying the date on which they intend to commence the breaking up or disturbance of the same shall have been given to the engineer of the borough or left for him at his office and when the Company shall break up or disturb any such road highway footpath or place they shall proceed with the works affecting the same with all reasonable despatch and so soon as such works are completed and at the furthest within six months from the day on which the same were begun restore such road highway footpath or place to as good a condition as it was when it was broken up or disturbed under the superintendence and to the reasonable satisfaction of the said engineer and the Company shall keep the same in repair for twelve months thereafter and if the Company fail to restore the said road highway footpath or place within the prescribed six months the corporation may restore the same and recover the expense of such restoration from the Company ;
- (7) The Company shall to the reasonable satisfaction of the engineer of the borough restore all sewers drains and pipes in the borough which shall be broken up damaged or disturbed in the execution of the works by this Act authorised or provide instead other proper and sufficient sewers drains and pipes ;

(8) Where any of the works to be done under or by virtue of this Act shall or may pass over under or by the side of so as to interfere with any river sewer drain pipe watercourse river-wall defence or work under the jurisdiction or control of the corporation or shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such work unless they shall have given to the engineer of the borough at least twenty-one days previous notice in writing of their intention to commence the same by leaving such notice (which shall specify the day on which they intend to commence such work) at his office with a plan and section showing the course and inclination of such work and other necessary particulars relating thereto nor until the said engineer shall have signified his approval of the same unless such engineer fail to signify such approval or his disapproval or other directions within twenty-one days after delivery or service of the said notice plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said engineer in the execution and subsequent maintenance of the said work and shall provide by new altered or substituted works in such manner as the corporation may deem necessary for the proper protection of and for preventing injury or impediment to the rivers sewers drains pipes watercourses river-walls defences and other works herein-before referred to by or by reason of such works and shall save harmless the corporation against all and every the expense to be occasioned thereby and every such work shall be done by or under the superintendence and control of the said engineer at the reasonable costs charges and expenses in all respects of the Company and all costs charges and expenses which the said engineer may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the corporation by the Company on demand and when any new altered or substituted works as aforesaid or any work connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be maintained by the Company to the reasonable satisfaction of the engineer and the said works shall be as fully and completely under the direction jurisdiction and control of the corporation as any river sewer drain pipe watercourse river-wall defence or work now is or hereafter may be And except only as is by this Act expressly

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provided 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 corporation but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed ;

(9) The Company shall at all times hereafter allow the corporation to carry and construct such further sewers drains pipes watercourses defences and works or extensions of existing sewers drains pipes watercourses defences and works as may from time to time be necessary for the requirements of the borough over or under the railway and works of the Company in the borough without requiring or being entitled to any compensation or other payment therefor and the Company shall grant all reasonable facilities for the carrying out and construction of the necessary works ;

(10) If after the Company have acquired any lands in the borough under the powers of this Act the amount of any borough or general district or other local rate levied in the borough by the corporation in respect of such lands and any houses and buildings thereon shall in any year be less than the amount of such rate leviable during the year 1890 in respect of such lands houses and buildings by reason of such lands houses and buildings having been taken and used by the Company for the purposes of this Act the Company shall from time to time make good such deficiency until twelve months after the railway shall be completed and assessed to such rate ;

(11) The Company shall not let or use or permit to be used any of the arches of the railway for any business of a noisome or offensive character or which may deteriorate or lessen the value of adjoining property ;

(12) Where approaches to arches of the railway are constructed by the Company such approaches shall be maintained by the Company in good order and condition to the reasonable satisfaction of the engineer of the borough and if the Company fail to keep and maintain any such approach in such good order and condition the corporation may do the work necessary for the purpose and recover the expense incurred thereby from the Company ;

(13) The corporation shall so far as necessary to enable the Company to carry out any of the provisions of this section exercise any powers enabling them in that behalf upon being sufficiently indemnified by the Company ;

(14) Any difference which may arise between the corporation and the Company or their respective engineers under the provisions of this section shall (unless otherwise agreed) be referred to the decision of an arbitrator to be appointed on the application of either party by the president for the time being of the Institute of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration. A.D. 1890.

21. Notwithstanding anything contained in this Act the Company shall not purchase otherwise than by agreement part only of the property (consisting of a dwelling-house stabling greenhouses farm-buildings and land and containing in the whole about 25 acres) belonging to John Francis Holcombe Read situated in the parish of Walthamstow in the county of Essex and which property is bounded towards the north-east by Hoe Street towards the south-east by Boundary Road towards the south-west by Stafford Road and towards the north-west by the Grosvenor House Estate and coloured green on the plan signed in duplicate by Arthur Cadlick Pain on behalf of the Company and by the said John Francis Holcombe Read but shall unless otherwise agreed between the said John Francis Holcombe Read or his successors in title and the Company purchase and acquire the whole of the said property at such price as shall be agreed upon or failing agreement as shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement. Nor shall the Company exercise as regards any part of the said property the powers of section 84 of the Lands Clauses Consolidation Act 1845 until they shall have served the said John Francis Holcombe Read or his successors in title with notice to treat in respect of the whole of the said property.

For the protection of the estate of John Francis Holcombe Read.

22. The Company shall not under the powers of this Act except by agreement enter upon take or use any part of the lands numbered respectively on the deposited plans 462, 463, 464, 465 and 466 in the parish of Walthamstow and shall not without the consent of Ebenezer Savill and Philip Savill or other the owner or owners for the time being of the said properties deviate westward from the centre line shown on the deposited plans in the construction of so much of the railway as will be situate between Albert Road and Queen's Road respectively.

For the protection of Messrs. Ebenezer Savill and Philip Savill.

23. Notwithstanding anything in this Act contained the Company in constructing the Railway No. 1 by this Act authorised shall carry the same over the tramways of the Lea Bridge Leyton and Walthamstow Tramways Company in the Lea Bridge Road and the

For the protection of the Lea Bridge Leyton and Wal-

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Walthamstow
Tramways
Company.

Leyton Road numbered respectively on the deposited plans 80 and 191 in the parish of Leyton by bridges having in each case a clear headway between the underside of the bridge and the surface of the road of not less than 16 feet 6 inches for a width of 20 feet in the centre of the roadway.

For the pro-
tection of
the North
Metropolitan
Tramways
Company.

24. Notwithstanding anything in this Act contained the Company in constructing the Railway No. 1 by this Act authorised shall carry the same over the tramways of the North Metropolitan Tramways Company in the Leytonstone Road numbered on the deposited plans 258 in the parish of Leyton by a bridge having a clear headway between the underside thereof and the surface of the road of not less than 17 feet for a width of 20 feet in the centre of the roadway.

For protec-
tion of the
Great
Eastern
Railway
Company.

25. In constructing and maintaining Railway No. 1 and the works authorised by this Act where the same will be carried over or pass under or otherwise affect the railways and works of the Great Eastern Railway Company (hereafter in this Act called "the Great Eastern Company") the Company shall be subject to the following provisions and conditions (unless otherwise agreed) for the protection of the Great Eastern Company:—

Railway No. 1 shall be carried over the Cambridge main line of the Great Eastern Railway numbered 135 on the deposited plans in the parish of Tottenham by means of a wrought iron girder bridge of the full width of that railway at the point of crossing with three spans or openings of not less width than 70 feet 70 feet and 25 feet respectively each measured on the square with clear headways of 14 feet 6 inches throughout above the rail level of the existing lines of railway upon the said main line so as to enable the Company to widen their railway by laying down additional lines of railway and sidings;

The Company shall construct so much of the Railway No. 1 as passes under the Chingford branch of the Great Eastern Railway numbered 391 on the deposited plans in the parish of Walthamstow so as to leave undisturbed at all times the lines of railway upon the said branch and the other works connected therewith and the bridge under the Chingford branch railway shall be constructed of a sufficient length and in such a way as shall be approved by the engineer to the Great Eastern Company so as to admit of the Great Eastern Company widening the said branch by laying down two additional lines of railway upon the same;

Railway No. 1 shall be carried over the Loughton and Epping branch line of the Great Eastern Railway numbered 231 on the deposited plans in the parish of Leyton otherwise Low Leyton by means of a wrought-iron girder bridge with one clear span of not less than 50 feet measured on the square with a clear headway of not less than 14 feet 6 inches throughout from the rail level of the existing lines of railway upon the said branch line ;

Railway No. 1 shall be carried over the Colchester main line of the Great Eastern Railway numbered 399 on the deposited plans in the parish of West Ham and numbered 4 on the deposited plans in the parish of East Ham by means of a wrought-iron girder bridge of one clear span of not less than 73 feet 9 inches measured on the square with a clear headway of 14 feet 6 inches throughout from the rail level of the existing lines of railway upon the said main line ;

The Company shall not without the consent in writing of the Great Eastern Company under the hand of their secretary for the time being enter upon take use or interfere with any of the railways of the Great Eastern Company or any of the lands or works of that company nor execute any works whatever which will be carried over or pass under or in any way affect or interfere with the same until the Company shall have delivered to the Great Eastern Company plans elevations sections and specifications of such intended works or of any subsequent works for the maintenance repair or renewal thereof and until those plans elevations sections and specifications shall have been approved in writing by the principal engineer for the time being of the Great Eastern Company and all the intended works or any subsequent works for the maintenance and repair or renewal thereof under over or affecting or interfering with the railways and works of the Great Eastern Company shall be executed by the Company according to such approved plans elevations sections and specifications and under the superintendence and control and to the satisfaction of the said principal engineer of the Great Eastern Company and at the expense of the Company in all things Provided that if the said engineer shall not have expressed his approval or disapproval of the said plans elevations sections and specifications within twenty-eight days after the same shall have been submitted to him he shall be deemed to have approved thereof ;

The railway and other works by this Act authorised where they are carried over or pass under or in anywise affect the railways

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works or lands of the Great Eastern Company or any works for the maintenance repair or renewal thereof shall after the commencement thereof be proceeded with with all practicable despatch and if in the opinion of the engineer of the Great Eastern Company the Company shall not be proceeding in the construction and execution of the said railways and other works or any of them with all despatch as aforesaid it shall be lawful for the Great Eastern Company without let or hindrance from the Company their contractors or servants to enter upon the land and property required or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said railways and works or so much thereof as the engineer of the Great Eastern Company may consider desirable or expedient for the safety of their railways property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said railways and works had not been commenced or constructed and the Company shall on demand repay to the Great Eastern Company all payments costs damages and expenses which they may incur become liable or be put to in or about the matter aforesaid ;

During the construction of the Railway No. 1 and works by this Act authorised or of any subsequent works for the maintenance repair or renewal thereof under over adjoining near to or affecting the Great Eastern Railway the Company shall bear and on demand pay to that company the expense of the employment by them of a sufficient number of inspectors signalmen and watchmen to be appointed by that company for watching their railways and their works with reference to and during the execution of the intended works or of any subsequent works for the maintenance repair or renewal thereof and for preventing as far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or from acts or defaults of their contractors or any of their servants agents or workmen or otherwise ;

The Company shall at all times maintain the bridges and other works by which the Railway No. 1 authorised by this Act shall be carried over or pass under the railways sidings or other works or lands of the Great Eastern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer for the time being

of that company and if and whenever the Company fail so to do the Great Eastern Company may make and do in and upon as well the lands of the Company as their own lands all such repairs and works as that company may reasonably think requisite and the sum from time to time certified by the then principal engineer to the Great Eastern Company to be the reasonable amount of such expenditure shall be repaid to them on demand by the Company and in default of full repayment may be recovered with full costs by the Great Eastern Company from the Company in any court of competent jurisdiction ;

The Company or their contractors agents servants or workmen shall not in constructing the Railway No. 1 bridges and works or in maintaining repairing or renewing the same over or under the railways of the Great Eastern Company obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the Great Eastern Company or any traffic thereon and if any such obstruction or interference shall be caused or the railways of the Great Eastern Company shall be injured or damaged or the traffic thereon impeded the Company shall compensate the Great Eastern Company for all costs damages and expenses to which that Company may be put thereby and shall also pay by way of liquidated damages to the Great Eastern Company one hundred pounds for every hour during which such traffic shall be impeded upon any of the Great Eastern railways ;

The Company shall indemnify the Great Eastern Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on any of the Great Eastern railways or by reason of any accident thereon which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective agents servants or workmen ;

If by reason of the construction of the Railway No. 1 it shall become necessary to add to or alter any signal cabins signal posts or signals or other works upon the railways of the Great Eastern Company the same shall be so added to or altered by that company and the expense thereof shall be repaid to them by the Company and the cost of the maintenance of any such additional signal cabins signal posts or other works that may have become necessary by reason of the works of the Company shall on demand be repaid to the Great Eastern Company by the Company ;

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Except as herein provided for the purposes of crossing over or under the Great Eastern Railway the Company shall not take or acquire any rights over under or upon any land of the Great Eastern Company and save as aforesaid nothing in this Act contained shall extend or authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Eastern Company or to alter vary or interfere with the railways of that company or with any of the works thereof further or otherwise than is necessary for the construction of Railway No. 1 by this Act authorised without the consent in writing in every instance for that purpose had and obtained of the Great Eastern Company under their common seal and with respect to any lands of the Great Eastern Company which the Company are authorised to use enter upon or interfere with the Company shall not purchase and take the same but the Company may purchase and take and the Great Eastern Company shall sell or grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same ;

The price or compensation to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement ;

Any difference not otherwise in this section provided for which may arise between the Company and the Great Eastern Company under this enactment or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

For the protection of the East London Waterworks Company.

26. For the protection of the East London Waterworks Company (in this section referred to as "the water company") the following provisions shall have effect (that is to say) :—

- (1) The Company shall not commence any of the works by this Act authorised which may pass over under or by the side of or so as to interfere with any property of the water company until they shall have given to the water company one month's previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the water company with plans and sections thereof as herein-after defined and until the water company shall have signified their

approval of the same (unless the water company do not signify their approval disapproval or other directions within twenty-one days after service of the said plans and sections as aforesaid) and the Company shall comply with and conform to all reasonable orders directions and regulations of the water company in the execution of the said works and shall provide by new altered or substituted works in such manner as the water company shall reasonably require for the proper protection of the property of the water company and for preventing any injury or impediment to the collection storage distribution or supply of water by the water company by reason of the intended works or any part thereof All such works shall so far only as they affect any works for the collection storage distribution or supply of water be done under the direction superintendence and control of the engineer or other officer of the water company at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the water company may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs supervision watching or otherwise shall be paid to the water company by the Company on demand When any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the water company as the works now belonging to them for which such new altered or substituted works are substituted ;

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- (2) The water company may require the Company in constructing any works through their property to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to any property of the water company and the water company may require such modifications in and additions to the said plans drawings sections and particulars as may be reasonably necessary to secure their property from injury by the works of the Company to secure the collection storage distribution or supply of water by the water company against interference injury or damage by the works of the Company and to provide proper and convenient means of access to the water company And the Company shall in

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constructing such work deviate accordingly and make such modifications and additions ;

- (3) The plans to be submitted by the Company for the purposes of this Act shall be detailed plans drawings sections and specifications describing the position and manner in which and the level at which the works are proposed to be constructed and the position of all property of the water company within the limits of deviation shown on the deposited plans (for which purpose the water company will allow the Company access to plans in their possession to enable the Company to obtain reliable information) and shall comprise detailed drawings of every alteration which the Company may propose to make in any property of the water company ;
- (4) The expense of all new works of strengthening all existing works and of all repairs or renewals of any property of the water company or of any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or resulting from the works of the Company whether during the construction of any works by this Act authorised or at any time thereafter by the user thereof or by vibration or otherwise shall be borne and paid by the Company And the Company shall fully compensate the water company in respect of all damage or loss sustained by them by or by reason of any works by this Act authorised and whether resulting from construction or user of such works And any amount from time to time payable by the Company hereunder may be recovered by the water company in any court of competent jurisdiction ;
- (5) If any interruption in the supply of water by the water company shall be occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Company shall forfeit and pay to the water company for the use and benefit of the water company the sum of ten pounds for every hour during which such interruption shall continue such sum to be recovered by the water company in any court of competent jurisdiction ;
- (6) The water company their engineer and workmen may at all reasonable times enter upon the railway and works by this Act authorised where the same pass through the property of the water company for the purpose of laying and maintaining any water apparatus needful for carrying on their supply of water

into through under or over the said railway and works and in every case in which the works of the Company shall interfere with the water apparatus of the water company the Company shall give every reasonable facility for provision being made so as to allow of such water apparatus being laid maintained or replaced by water apparatus of a larger size Provided always that all the provisions of this section in regard to the protection of the water company as against works of the Company shall apply mutatis mutandis for the protection of the Company against the water company in respect of any work or operation of the water company under this subsection;

(7) If the Company under the powers of this Act acquire and appropriate any houses or buildings served with water by the water apparatus of the water company laid down and maintained by them in any street or place or stop up any such street or place so that the said apparatus or any part thereof becomes useless for supplying water the Company shall give twenty-eight days previous notice in writing to the water company of their intention so to do and shall to the satisfaction of the engineer for the time being of the water company take up and deliver to that Company all the said main pipes and water apparatus belonging to the water company which shall be laid in any such street or place;

(8) The Company shall before commencing any works by this Act authorised which will or may interfere with any property of the water company and on being required by the water company so to do execute at the like cost and expense and to the like satisfaction and under the like superintendence and direction as aforesaid the under-mentioned works to be executed in the manner shown on the plan (hereafter called "the plan") signed by the Right Honourable William Henry Berkeley Viscount Portman the Chairman of the Committee of the House of Lords to whom the Bill for this Act was during its progress through Parliament referred and copies of such plan have been deposited in the Private Bill Office of the House of Commons and in the Office of the Clerk of the Parliaments:—

(a) The Company shall divert the 24-inch main of the water company as shown on the plan so that it may pass on the north side of the proposed railway and parallel thereto as far as the east side of the old River Lea thence through land of the water company to and along the south side of the proposed new roadway thence over the Copper Mill

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Stream across Ferry Lane and through land of the water company to the High Maynard Reservoir The Company shall for this purpose acquire and convey to the water company from the point at which the said 24-inch main is commenced to be diverted to the River Lea an easement or right of laying and maintaining underground the said diverted main The diverted 24-inch main shall be carried over the Lea Navigation and Tottenham Mill Tail over the River Lea on the north side of the bridge to be erected for the purposes of the railway and over the Copper Mill Stream by such means as the water company's engineer may reasonably require ;

- (b) The Company shall divert the 12-inch main and carry it over the Copper Mill Stream and connect it with the 24-inch main near the Ferry Boat Gardens as shown on the said plan and lay a 12-inch main on the north side of No. 4 reservoir into Ferry Lane proposed to be diverted and connect it as shown upon the plan ;
- (c) The Company shall acquire the piece of land on the south side of the railway lying between the east bank of the Tottenham Mill Stream and the west bank of the old River Lea as shown on the plan ;
- (d) The railway from the west bank of the old River Lea to the east bank of the Copper Mill Stream shall be carried by means of arches and the level of the rails shall be at least 37 feet above Ordnance datum The span of the arches shall be not less than 30 feet with a clear headway under three of such arches to be selected by the water company's engineer of not less than 12 feet The arches shall be of sufficient width to accommodate a third line of metals forming a siding to be constructed for the exclusive use of the water company Apertures shall be left in such arches for the purpose of unloading coal or other materials and the use of such apertures for that and other purposes shall be reserved to the water company and the user of such siding shall be on such terms as may be agreed between the Company and the water company or as failing agreement shall be determined by arbitration The railway shall be carried on arches of at least 30 feet span over the culverts connecting the northern with the southern reservoirs and the abutments of such arches shall have their footings upon or in the London clay ;

- (e) The Company shall construct for the exclusive use of the water company a level crossing from Ferry Lane near Copper Mill Stream in the position shown on the plan ;
- (f) The Company shall if the water company shall provide the necessary land construct a road properly metalled and of a width of at least 20 feet from Ferry Lane through the Ferry Boat Gardens under the arches supporting the railway for the use of the water company to be carried over the Copper Mill Stream by a bridge of not less than 15 feet clear width to be constructed and maintained by the Company ;
- (g) The Company shall construct such puddle walls if any as in default of agreement between the Company and the water company shall be determined by arbitration as herein-after provided to be reasonably necessary ;
- (h) The Company shall construct as shown on the plan the following two arches (that is to say) An arch of not less than 30 feet span over the Dagenham Brook so as to enable the water company to make a new conduit under such arch parallel to the Dagenham Brook such arch to have a clear headway of 12 feet and an arch of not less than 40 feet span over the stream at the eastern boundary of the land of the water company where the same adjoins land belonging to Courtenay Warner which lands are numbered 16 and 23 respectively on the deposited plans for the parish of Walthamstow ;
- (i) The Company shall construct a new road properly metalled and of a width of not less than 20 feet from the arch secondly referred to in the last subsection to the top of the slope on Reservoir No. 4 as shown on the plan ;
- (j) The Company shall during the construction of the line erect fences of such height and materials as shall be reasonably required by the water company's engineer to fence off the land and works of the water company from the land on which the Company shall be constructing any works and so as to prevent any trespass by any person employed by the Company or their contractors And on completion of the railway the Company shall erect permanent fencing of such height and of such material as the water company's engineer may reasonably require for the purpose of separating the property of the water company from the property of the Company to be at all times

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maintained in repair by the Company to the reasonable satisfaction of the water company's engineer ;

(k) The centre line of the proposed railway shall where it passes through the water company's property be fixed as shown on the plan and there shall be no deviation except the same shall first have been approved in writing by the water company's engineer ;

(9) Nothing in this section shall limit prejudice or affect the right of the water company to compensation in respect of any matter not provided for by this section or in respect of any land or property belonging to the water company which may be taken or acquired by the Company or may be injuriously affected by the execution of any works by this Act authorised ;

(10) Any question arising under the provisions of this section either as to any matter therein referred to arbitration or as to whether any objection or requirement of the water company is reasonable shall be determined by an arbitrator to be appointed on the application of either Company by the Board of Trade.

For the protection of
Charles Bartholomew.

27. For the protection of Charles Bartholomew and his heirs sequels in estate and assigns (in this section called "the owner") the following provisions shall unless otherwise agreed between the Company and the owner have effect:—

(1) The Company shall before opening for traffic the railway hereby authorised construct and shall for ever thereafter maintain over the Railway No. 2 hereby authorised and the railway of the London Tilbury and Southend Railway Company at a point near the commencement of the said Railway No. 2 to be agreed between the Company and the owner a bridge in lieu of the present level crossing there ;

(2) The said bridge shall have a clear width of not less than forty feet throughout between the parapets thereof with approach roads thereto of a width between the fences of not less than forty feet and with inclinations not steeper than 1 in 30 ;

(3) The said bridge shall be for all purposes and for all kinds of traffic and with the approaches formed for a proper carriage-road and footways ready to be used metalled and drained by the owner and the approaches shall be made on the land of the owner which land shall be provided by the owner free of cost to the Company and shall remain the property of the owner ;

(4) All questions between the Company and the owner as to compensation for land to be taken and accommodation works

of what kind soever shall be determined by arbitration under the Lands Clauses Acts and the arbitrator arbitrators or umpire shall have regard to the fact that under the provisions of this section the Company have agreed to construct the bridge herein-before referred to ;

- (5) The Company shall not without the consent of the owner acquire any land belonging to the owner except so much as shall be actually required for the construction of the Railway No. 2.

28.—(1) The Company shall not under the powers by this Act granted purchase or acquire in any city borough or other urban sanitary district or 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 unless and until—

Restrictions
on displacing
persons of
labouring
class.

- (a) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

- (b) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme ;

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme ;

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced ;

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit ;

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(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirements shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court ;

(5) If the Company acquire or appropriate any house or houses under the powers by this Act granted in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty ;

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act ;

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking ;

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every

conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment; A.D. 1890.

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit;

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section;

(9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875;

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector;

(11) For the purposes of this section the expression "labouring class" 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 such persons who may be residing with them.

29. The capital of the Company shall be four hundred and fifty thousand pounds in forty-five thousand shares of ten pounds each and the said capital shall (notwithstanding anything contained in the agreement set out in the Third Schedule to this Act) be divided into two hundred and twenty-five thousand pounds preferred shares and two hundred and twenty-five thousand pounds deferred shares respectively entitled to dividend as herein-after provided. Capital.

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Shares not
to be issued
until one
fifth paid.

30. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

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

Receipt in
case of per-
sons not sui
juris.

32. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Dividend on
preferred
shares.

33. The preferred shares shall be entitled to dividend at the rate of four per centum per annum or at such higher rate (if any) as may be agreed by the working companies under their respective common seals but the said preferred shares shall not be created until after the working companies shall have subscribed for one hundred and fifty thousand pounds of the deferred shares or stock of the Company in accordance with the agreement set out in the Third Schedule to this Act.

Power to
borrow.

34. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and fifty thousand pounds but no part thereof shall be borrowed until the whole capital of four hundred and fifty thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

- 35.** The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole. A.D. 1890.
For appointment of a receiver.
- 36.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* without regard to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be indorsed on all mortgages and certificates of debenture stock. Debenture stock.
- 37.** All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable. Application of money.
- 38.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First ordinary meeting.
- 39.** The number of directors shall be five but the Company may from time to time reduce and again increase that number provided that it be never more than seven nor less than three. Number of directors.
- 40.** The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualification of directors.
- 41.** The quorum of a meeting of directors shall be three. Quorum.
- 42.** Charles George Lyttelton Viscount Cobham James Round and Thomas Courtenay Theydon Warner and two other persons to be nominated by them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. First directors.
- 43.** At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of such of the said directors as shall not be continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting Election of directors.

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to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the powers herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for
extraordi-
nary pur-
poses.

44. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding ten acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Period for
compulsory
purchase of
lands.

45. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to
take ease-
ments &c. by
agreement.

46. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may
be required
to sell parts
only of cer-
tain pro-
perties.

47. And whereas in the construction of the railways and works hereby authorised it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding anything contained in section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses buildings or manufactories described in the First Schedule to this Act may (if such portions respectively can in the judgment of the arbitrator arbitrators umpire or jury assessing or determining the compensation under that Act be severed from the remainder of the properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so

required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

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48. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of twenty-nine thousand and twenty-nine pounds twelve shillings two and three-quarters per centum consolidated stock being equal in value to five per centum on the amount of the estimate in respect of the railways has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Deposit
money not to
be repaid
except so far
as railways
are opened.

49. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the conveyance of public traffic then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating

Application
of deposit.

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any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation 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 deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to the Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for
completion
of works.

50. If the railways 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 railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tolls.

51. The Company may demand and take in respect of the use of the railways any tolls not exceeding the following (that is to say) :—

In respect of passengers conveyed on the railways :—

CLASS 1.—For every person conveyed in a first-class carriage per mile twopence ;

CLASS 2.—For every person conveyed in a second-class carriage per mile one penny halfpenny ;

CLASS 3.—For every person conveyed in a third-class carriage per mile one penny. A.D. 1890.

In respect of animals conveyed on the railways :—

CLASS 4.—For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile twopence ;

CLASS 5.—For every ox cow bull or neat cattle conveyed in or upon any carriage per mile one penny halfpenny ;

CLASS 6.—For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one halfpenny.

In respect of goods conveyed on the railways :—

CLASS 7.—For all coals ironstone and iron ore per ton per mile one halfpenny ;

CLASS 8.—For all pig-iron bar-iron and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandise coke culm slack cannel cinders lime limestone sand chalk dung compost and all sorts of manure and all undressed materials for the repair of highways clay undressed stones for building pitching and paving bricks tiles common slates fire-clay charcoal bats copper tin lead and other ores per ton per mile one penny ;

CLASS 9.—For all sugar grain corn flour potatoes hides (dried and salted) dyewoods timber staves and deals metals (except iron) tinned plates nails anvils vices hoop-iron sheet-iron and chains per ton per mile twopence :

CLASS 10.—For lace furs silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandise fish articles matters or things per ton per mile threepence.

In respect of carriages conveyed on the railways :—

CLASS 11.—For every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform belonging to the Company if having more than two wheels per mile fourpence and if having only two wheels per mile threepence and for every additional quarter of a ton up to four tons which any such carriage weighs one penny per mile in addition if such carriage have more than two wheels and three farthings per mile in addition if the same have only two wheels.

52. For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorised) demand or Tolls for
carriages &c.

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take for or in respect of goods articles matters or things persons or animals comprised in either of the classes herein-before specified any tolls not exceeding the tolls next herein-after mentioned in connexion with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit):—

For Class 1 for each person per mile one penny;

For Class 2 for each person per mile three farthings;

For Class 3 for each person per mile one halfpenny;

For Class 4 for each animal per mile one penny;

For Class 5 for each animal per mile one penny;

For Class 6 for each animal per mile one halfpenny;

For Class 7 per ton per mile one farthing;

For Class 8 per ton per mile one farthing;

For Class 9 per ton per mile three farthings;

For Class 10 per ton per mile one penny;

For Class 11 for each carriage per mile twopence.

Tolls for
propelling
power.

53. The tolls which the Company may demand for the use of engines for propelling carriages on the railways shall not exceed three-eighths of one penny per ton per mile for coals iron ore and iron or one penny per mile for each passenger or animal or for each ton of goods other than coals iron ore and iron in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations
as to tolls.

54. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

Short
distances.

For all passengers animals or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles;

Fractional
parts of a
mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile;

Fractional
parts of a
ton.

For the fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

General
weight.

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight;

With respect to stone and timber fourteen cubic feet of stone
forty cubic feet of oak mahogany teak beech or ash and fifty
cubic feet of any other timber shall be deemed one ton weight
and so in proportion for any smaller quantity.

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Weight of
stone and
timber.

55. With respect to small parcels not exceeding five hundred
pounds in weight and single articles of great weight notwithstanding
anything in this Act the Company may demand and take any tolls
not exceeding the following (that is to say):—

Tolls for
small parcels
and articles
of great
weight.

For the carriage of small parcels on the railways:—

For any parcel not exceeding seven pounds in weight three-
pence;

For any parcel exceeding seven pounds but not exceeding
fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding
twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds but not exceed-
ing fifty-six pounds in weight ninepence;

For any parcel exceeding fifty-six pounds but not exceeding
one hundredweight one shilling and sixpence and for every
additional one hundredweight beyond one hundredweight
up to five hundredweight ninepence:

Provided always that articles sent in large aggregate quantities
although made up in separate parcels such as bags of sugar coffee
meal and the like shall not be deemed small parcels but that term
shall apply only to single parcels in separate packages:

For the carriage on the railways of single articles of great
weight:—

For the carriage of any single thing the weight of which
including the carriage exceeds four tons but does not
exceed eight tons the Company may demand and take any
sum not exceeding sixpence per ton per mile;

For the carriage of any single thing the weight of which
including the carriage exceeds eight tons the Company
may demand and take any sum they think fit.

56. The maximum rate of charge to be made by the Company
for the conveyance of passengers upon the railways including the
tolls for the use of the railways and for carriages and locomotive
power and every other expense incidental to such conveyance shall
not exceed the following (that is to say):—

Maximum
rates for
passengers.

For every passenger conveyed in a first-class carriage the sum of
threepence per mile;

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For every passenger conveyed in a second-class carriage the sum of twopence per mile;

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

Maximum
rates for
animals and
goods.

57. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways including the tolls for the use of the railways and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier (where any such service is performed by the Company) shall not exceed the following sums (that is to say):—

CLASS 4.—For each animal fourpence per mile;

CLASS 5.—For each animal twopence per mile;

CLASS 6.—For every calf or pig one penny per mile and for every other small animal three farthings per mile;

CLASS 7.—One penny halfpenny per ton per mile;

CLASS 8.—Twopence per ton per mile;

CLASS 9.—Threepence per ton per mile;

CLASS 10.—Fourpence per ton per mile;

CLASS 11.—For every carriage if having more than two wheels and not weighing more than one ton and a half sixpence and one penny halfpenny for every additional quarter of a ton and if having only two wheels fourpence per mile and one penny for every additional quarter of a ton:

Provided also that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep and not containing more than that number shall not exceed ninepence per mile.

Passengers
luggage.

58. Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal
station.

59. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been

received thereat direct from the consignor or are directed to be delivered thereat to the consignee. A.D. 1890.

60. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways. Foregoing charges not to apply to special trains.

61. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance on the railways of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains. Company may take increased charges by agreement.

62. The Company and the Midland Railway Company may run over and use with their engines and carriages of every description and with their clerks officers and servants so much of the London Tilbury and Southend Railway as lies between the junction therewith of Railway No. 1 and the junction therewith of Railway No. 2 by this Act authorised: Running powers over part of London Tilbury and Southend Railway.

Together with all stations on the said portion of railway and all roads platforms points signals water water-engines engine-sheds standing room for engines booking and other offices warehouses sidings junctions machinery works and conveniences of or connected with the said portion of railway and stations.

63. The terms conditions and regulations in respect of the said use and the tolls or other consideration to be paid for the same shall if not agreed upon between the Company and the Midland Railway Company on the one hand and the London Tilbury and Southend Railway Company on the other hand be from time to time determined in manner provided by the Railway and Canal Traffic Acts 1873 and 1888 with respect to differences between railway companies. Terms of such use.

64. In running over and using the said portion of railway stations and conveniences in accordance with the provisions hereinbefore contained the regulations and byelaws for the time being in force on the same shall be at all times observed so far as such byelaws shall be applicable. Byelaws to be observed.

A.D. 1890.

Power to
Midland and
London Til-
bury and
Southend
Railway
Companies
to subscribe
to the Com-
pany and to
apply funds
for that
purpose.

65. The Midland Railway Company and the London Tilbury and Southend Railway Company may with the authority of three fourths of the votes of their shareholders present in person or by proxy at general meetings of the said companies specially convened for the purpose from time to time subscribe any sums which they think fit towards the undertaking not exceeding in the whole in the case of the Midland Railway Company one hundred thousand pounds and in the case of the London Tilbury and Southend Railway Company fifty thousand pounds in deferred shares and the said companies may with the like authority contribute and apply in or towards payment of their said subscriptions any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertakings and the said companies shall in respect of the sums to be subscribed and the corresponding shares in the Company to be held by them have all the powers rights and privileges (except in regard to voting at general meetings which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of deferred shares in the Company Provided always that the Midland Railway Company and the London Tilbury and Southend Railway Company shall not sell dispose of or transfer any of the shares in the Company for which they may subscribe.

Votes of
Midland and
London Til-
bury and
Southend
Railway
Companies
at general
meetings of
the Com-
pany.

66. The Midland Railway Company and the London Tilbury and Southend Railway Company whilst shareholders of the Company may by writing under their common seals from time to time appoint some person or persons to attend any meeting of the Company and such person or persons shall have all the privileges and powers attaching to a deferred shareholder of the Company at such meeting and may vote thereat in respect of the capital held by the Midland Railway Company and the London Tilbury and Southend Railway Company respectively.

Confirming
scheduled
agreement.

67. The agreement dated the twelfth day of December one thousand eight hundred and eighty-nine of which a copy is set out in the Third Schedule to this Act is hereby confirmed and shall be read and have effect as if the Company were the party thereto of the first part and may and shall be carried into effect by the Company and the Midland Railway Company and the London Tilbury and Southend Railway Company respectively Provided always that the said agreement shall be subject to revision by the Railway and Canal Commission under the powers of section 27 of the Railways Clauses Act 1863 as if the same were a working agreement within the meaning of that section.

68. The following provisions shall have effect with regard to traffic to and from the railways by this Act authorised from or to the London and Blackwall Railway and the Fenchurch Street Station:—

A.D. 1890.

Provisions
as to traffic
between
railways
authorised
by Act and
London and
Blackwall
Railway and
Fenchurch
Street
Station.

- (1) The Midland and London Tilbury and Southend Railway Companies on the one hand and the Great Eastern Company on the other hand may at any time and from time to time after the passing of this Act give notice in writing in that behalf under their respective common seals to the other or others of them requiring that the London and Blackwall Railway be widened and the Fenchurch Street Station be enlarged or that either of such works be executed for the accommodation of the additional traffic thereon or thereto arising on or destined for the railways by this Act authorised or either of them and thereupon it shall be referred to an arbitrator to be appointed by the Board of Trade upon the application of either the Midland and London Tilbury and Southend Railway Companies or the Great Eastern Company to determine the extent of the works (if any) to be executed and also to determine the payments (if any) to be made by the Midland and London Tilbury and Southend Railway Companies to the Great Eastern Company by way of additional toll or rent as regards the widening and by way of rent for the use of the accommodation to be provided for the Midland and London Tilbury and Southend Railway Companies at Fenchurch Street Station And in determining such payments the arbitrator shall take into consideration the interest to be paid by the Great Eastern Company (including any interest payable to the London and Blackwall Company) upon the capital to be expended for the purposes of executing the works;
- (2) After the arbitrator has so made his award and upon receiving notice from the Midland and London Tilbury and Southend Railway Companies to do so the Great Eastern Company in the then following session of Parliament shall procure application to be made to Parliament by the London and Blackwall Railway Company or (if that company decline so to apply) shall themselves apply to Parliament for an Act authorising the said widening and enlargement or either of these works as the case may be and such powers if obtained shall be carried into execution with all reasonable despatch and within a period to be inserted in that behalf in the said Act;
- (3) Nothing in this Act contained or in the agreement scheduled hereto shall prejudice alter affect or take away any of the

A.D. 1890.

rights powers and privileges conferred upon the Great Eastern Company or to which they are entitled under or by virtue of an agreement dated the twenty-fifth day of May one thousand eight hundred and seventy made between the Great Eastern Midland and Tottenham and Hampstead Junction Railway Companies or under or by virtue of any Act or Acts of Parliament relating to the said Tottenham and Hampstead Junction Railway ;

- (4) Except as herein expressly provided nothing herein contained shall alter or limit any of the respective rights and liabilities of the Great Eastern Railway Company or the London Tilbury and Southend Railway Company under any existing Act or agreement.

For the protection of the Postmaster-General.

69. Nothing in this Act or in the agreement set out in the Third Schedule to this Act shall affect the rights of the Postmaster General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Midland Railway Company and the London Tilbury and Southend Railway Company or either of them.

Interest not to be paid on calls paid up.

70. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

71. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

72. Nothing in this Act contained shall exempt the Company or the Midland Railway Company or the London Tilbury and

Southend Railway Company or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company and the Midland Railway Company or the London Tilbury and Southend Railway Company respectively.

A.D. 1890.

73. Section 24 of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future session of Parliament extending or modifying that enactment shall with any necessary modifications apply to the Company in all respects as if it were one of the companies to which the provisions of the said enactment in terms applied. Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of Trade shall be three years from the date of the passing of this Act or such further time as the Board of Trade may permit.

Application
of provisions
of Railway
and Canal
Traffic Act
1888 as to
revision of
rates.

74. 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.

Costs of Act.

A.D. 1890.

The SCHEDULES referred to in the foregoing Act.

The FIRST SCHEDULE.

DESCRIBING HOUSES BUILDINGS and MANUFACTORIES of which PORTIONS
only are required by the COMPANY.

Railway.	Parish.	Number on Deposited Plan.
No. 1 - -	Walthamstow - - - -	3, 4, 6, 490, 491.
	Leyton or Low Leyton - -	136.
	Wanstead - - - -	8, 11, 12.

The SECOND SCHEDULE.

HEADS of ARRANGEMENT as to the Property of Mr. JAMES LESLIE GROVE
POWELL of 17 Essex Street Strand in the County of London.

1. The Company shall purchase and Mr. James Leslie Grove Powell shall sell to the Company for the purpose of the railways authorised by this Act that portion of the piece of land belonging or reputed to belong to the said James Leslie Grove Powell situate in the parish of Walthamstow numbered on the deposited plans 402 in the said parish which is shown and more particularly described on the plan signed by H. H. Fuller on behalf of Mr. Powell and by Howard Martin on behalf of the Company.

2. A proper title shall be shown to the said piece of land and subject thereto the conveyance shall be carried out in accordance with the provisions of the Lands Clauses Acts within twelve months from the passing of this Act.

The THIRD SCHEDULE.

A.D. 1890.

ARTICLES OF AGREEMENT made the twelfth day of December one thousand eight hundred and eighty-nine between CHARLES GEORGE LYTTTELTON VISCOUNT COBHAM of Hagley in the County of Worcester THOMAS COURTENAY THEYDON WARNER of Highams in the County of Essex Esquire and JAMES ROUND of Hollytrees Colchester Esquire M.P. being the Promoters of an intended Company to be called "the Tottenham and Forest Gate Junction Railway Company" (and herein-after called "the Owing Company") of the first part THE MIDLAND RAILWAY COMPANY (herein-after called "the Midland Company") of the second part and THE LONDON TILBURY AND SOUTHEND RAILWAY COMPANY (herein-after called "the Tilbury Company") of the third part.

WHEREAS the parties hereto of the first part are with others promoting a Bill in the present session of Parliament (herein-after called "the intended Act") for powers to incorporate the owning company and to construct a Railway No. 1 (herein-after called "the new railway") about six miles in length commencing by a junction with the Tottenham and Hampstead Junction Railway at or near the South Tottenham Station thereon and terminating by a junction with the London Tilbury and Southend Railway at or near Forest Gate Junction and a Railway No. 2 (herein-after called "the Barking curve") commencing and terminating by junctions with the London Tilbury and Southend Railway in the neighbourhood of Barking West Junction:

And whereas the new railway will form in connexion with the existing railways of the Midland Company and of the Tilbury Company (which two companies are herein-after included in the expression "the working companies") a through route between Southend and Tilbury on the one hand and the northern parts of London and places on and beyond the system of the Midland Company on the other hand between which there is at present no adequate means of communication:

And whereas the Barking curve will afford means of working the traffic of the new railway economically and with advantage to the working companies and the public:

And whereas the working companies are willing to undertake to work the new railway and the Tilbury Company are willing to undertake to work the Barking curve when constructed according to the provisions of the intended Act and of this agreement upon the terms and conditions herein-after expressed:

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Now it is hereby agreed between the owning company on the one hand and the working companies on the other hand as follows:—

1. The owning company shall at their own expense construct the new railway as authorised by the intended Act as a double line of railway with proper passenger stations and sidings works and conveniences connected therewith in a substantial manner and in all respects to the reasonable satisfaction both as regards position of stations extent of accommodation and cost and character of work of the chief engineers for the time being of the working companies ;
2. The owning company shall at their own expense redeem the land tax and the tithe rentcharges payable in respect of the lands taken for the new railway ;
3. From and after the due completion of the new railway (of which the unconditional sanction of the Board of Trade to its use for public traffic shall be the evidence) the working companies shall have the exclusive right and duty of manning working and maintaining the same together with all works and conveniences appertaining thereto and shall pay all outgoings of every kind in respect thereof and shall so work use and manage the new railway as fully to develop the same in the same manner and to the same extent as if it formed part of their respective systems of railways ;
4. The owning company will provide such goods and mineral stations upon the new railway including all necessary and proper sidings signals works and conveniences in connexion therewith as the Midland Company may direct and the Midland Company shall have the exclusive use thereof subject as herein-after mentioned and bear all expenses connected therewith but the Tilbury Company shall have the right to place their own clerks and cartage agents thereat ;
5. If the Tilbury Company shall at any time desire to conduct traffic at any goods station on the new railway provided under the provisions of the last preceding article they shall be at liberty to so do and the Midland Company shall admit them to an equal user thereof and of the warehouses sidings machinery works and conveniences connected therewith provided that in such case the Tilbury Company shall contribute to the expenses of such station including interest on the capital outlay thereon in such proportion as may from time to time be agreed between them and the Midland Company respectively or in case of difference as shall be determined by arbitration as herein-after provided ;
6. The junctions of the new railway with the railways of the working companies shall be respectively formed with their incidental signals and signal and point apparatus and block or electrical apparatus by the working company with whose lines such junction is formed at the expense of the owning company within the limits respectively authorised by the intended Act and the details incidental to the same junctions respectively and the exact points and mode of forming the same junctions shall be fixed by such working company but subject to and so as to receive the approval of the Board of Trade ;

A.D. 1890.

7. The owning company shall at their own expense acquire the land necessary for the construction of the Barking curve and redeem the land tax and the tithe rentcharge payable in respect thereof and the Barking curve shall be constructed by the Tilbury Company at the expense of the owning company;
8. From and after the completion of the Barking curve the Tilbury Company shall have the exclusive right and duty of working and maintaining the same with all works and conveniences appertaining thereto and shall pay all outgoings of every kind in respect thereof;
9. If the Tilbury Company shall within six months after the passing of the intended Act give notice to the owning company of their desire to construct the Barking curve and shall apply to Parliament in the session of 1891 for power to transfer and vest in themselves such power of construction the other companies parties hereto shall consent to such application and if such power shall be obtained the provisions of Articles 7 and 8 hereof shall become void and of no effect;
10. From the opening of the new railway for public traffic an account shall be kept to be called the Tottenham and Forest Gate Working Account and shall be credited with the following sums viz:--
 - (1) Fifty per centum of the gross receipts of the working companies (after deduction of terminals on goods and minerals) in respect of traffic arising and terminating on the new railway;
 - (2) Fifty per centum of the mileage proportion due to the new railway of the receipts of the working companies in respect of through traffic passing over the new railway or any part thereof provided that in respect of animal goods or mineral traffic arising or terminating on and passing beyond the new railway the mileage on the new railway shall be deemed to be six miles whatever may be the distance actually traversed thereon;
 - (3) A sum equal to four per cent. interest upon the capital outlay incurred by the owning company in providing goods and mineral stations or accommodation upon or in connexion with the new railway;
 - (4) A sum equal to four per cent. interest upon the capital outlay (if any) incurred by the owning company in the construction of the Barking curve
 - (5) Ninety per cent. of the receipts due to the owning company from tolls paid by other companies rents wayleaves and all other sources of revenue whatever;
11. The sum thirdly mentioned in the last article shall be paid by the Midland Company subject to contribution by the Tilbury Company if they shall at any time use the said goods stations or any of them as provided in Article 5 hereof The sum fourthly mentioned in the said article shall be paid by the Tilbury Company;
12. The said account shall be made up half-yearly and the amount from time to time standing to its credit shall subject as herein-after provided be paid over to the owning company;

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13. The working companies guarantee the due payment of the interest from time to time payable upon the debentures or debenture stock of the owning company Provided that any moneys paid by them under this article shall be repaid to them out of the Tottenham and Forest Gate Working Account in priority to any other payment than debenture interest and the necessary administration charges of the owning company ;
14. Provision shall be made by the intended Act for the division of the share capital of the owning company into equal amounts of preferred and deferred stock or shares (the dividend allotted to the preferred stock or shares not being at a higher rate than four per centum per annum without the consent of the working companies) and the working companies agree to subscribe for 150,000*l.* of the deferred stock or shares in the proportions of 100,000*l.* by the Midland Company and 50,000*l.* by the Tilbury Company :

And it is hereby further agreed between the Midland Company and the Tilbury Company as follows :—

15. If the proportion of the gross receipts in respect of the new railway receivable by the working companies as herein-before provided shall at any time be insufficient to provide for the due discharge of the liabilities (including cost of working) undertaken or incurred by them under this agreement or otherwise such deficiency shall be borne in the proportion of two thirds thereof by the Midland Company and one third thereof by the Tilbury Company ;
16. Subject to the provisions of this agreement each of the two companies shall have joint and equal rights and powers in every respect with respect to the working management and use of the new railway and subject to the provisions of this agreement each of them shall be entitled to run over and use the new railway as an integral part of their respective systems of railway ;
17. The working and management of the new railway shall be under the management of a joint committee of directors of the working companies such committee to consist of four members two to be nominated by the board of each of the working companies ;
18. The joint committee shall regulate its own procedure and any difference arising between the representatives of the respective companies shall be determined by a standing arbitrator to be nominated at any time by the committee at the request of any member or failing such nomination to be appointed by the Board of Trade ;
19. The passenger traffic between the systems of the working companies over the new railway shall be provided for by means of services of trains sufficient for the accommodation and development of the traffic to be conducted by the working companies as through services (1) between Moorgate Street or Saint Pancras and Southend (2) between Moorgate Street or Saint Pancras and Fenchurch Street the existing local services of the working companies between Moorgate Street and South Tottenham and Fenchurch Street and Barking being so far as practicable extended for such purpose ;

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20. And it is further agreed between the parties hereto that any question or difference arising between the owning company and the working companies or either of them or between the working companies shall be determined by arbitration according to the provisions of the Railway Companies Arbitration Act 1859 ;

21. This agreement is made subject to the sanction of Parliament.

In witness whereof the said promoters on behalf of the owning company have hereto set their hands and seals and the working companies have hereto affixed their common seals the day and year first above written.

Signed sealed and delivered by the
above-named Charles George
Lyttelton Viscount Cobham
Thomas Courtenay Theydon
Warner and James Round in
the presence of
FRANCIS C. MATHEWS
Solicitor.

COBHAM.

L.S.

T. COURTENAY T. WARNER.

L.S.

JAMES ROUND.

L.S.

The common seal of the London Tilbury and Southend
Railway Company was hereto affixed in the presence of
H. CECIL NEWTON
Secretary

Seal of the
London Tilbury and
Southend Railway
Company.

The common seal of the Midland Railway Company was
hereunto affixed in the presence of
LEWIS R. STARKEY
Director of the Midland Railway Company
Norwood Park Southwell Notts.

Seal of the
Midland Railway
Company.

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