



## CHAPTER cxliii.

An Act to authorise a working union of the undertakings of the London and Saint Katharine Docks Company and the East and West India Dock Company. A.D. 1888.

[7th August 1888.]

WHEREAS by the London and Saint Katharine Docks Act 1864 (hereinafter called "the Act of 1864") the London and Saint Katharine Docks Company (in this Act called "the London Company") were incorporated upon the amalgamation of the London Dock Company and the Saint Katharine Dock Company and the undertaking of the Victoria (London) Dock Company was transferred to and vested in the London Company and amalgamated with their undertaking and the Victoria Dock Estate was vested in them :

And whereas by the London and Saint Katharine Docks Company Act 1875 the London Company were authorised to construct chiefly on the Victoria Dock Estate a new dock (now known as the Royal Albert Dock) and other works :

And whereas by the London and Saint Katharine Docks Act 1882 the London Company were authorised to maintain a railway which they had constructed from the North Woolwich branch of the Great Eastern Railway to Galleon's Reach :

And whereas by the London and Saint Katharine Docks Company Act 1884 the London Company were authorised to construct an additional entrance at Galleon's Reach to their Royal Albert Dock with two piers or jetties in connection therewith :

And whereas by an Act of the second year of the reign of King William the Fourth chapter lii. the West India Dock Company (who had been constituted and empowered but not incorporated by previous Acts) were incorporated :

And whereas by an Act passed in the first year of the reign of Her present Majesty chapter ix. the undertaking of the East India Dock Company was vested in the West India Dock Company and

[Ch. cxliii.] *London and Saint Katharine and East and West India Docks Act, 1888.* [51 & 52 VICT.]

A.D. 1888. — the name of the West India Dock Company was changed to that of the East and West India Dock Company (in this Act called “the East and West India Company”):

And whereas by the East and West India Dock Company’s Extension Act 1882 (hereinafter called “the Act of 1882”) the East and West India Company were authorised to construct a new dock (now known as the Tilbury Dock) and other works:

And whereas the undertakings of the London Company and the East and West India Company (in this Act called “the two Companies”) could be more economically and efficiently worked if under one management and it is expedient that such provision be made as is hereinafter contained for a working union of the said undertakings:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

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

Short title.

1. This Act may be cited as the London and Saint Katharine and East and West India Docks Act 1888.

Interpretation.

2. 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;

“Undertakings.”

The expression “undertaking” used in reference to either of the two Companies means and includes the docks canals piers wharves quays bridges railways stations and other works and conveniences and the lands buildings and property of every description and of whatever tenure with any improvements alterations and additions which may from time to time be made therein or thereto (except the lands buildings and property belonging to the London Company and the East and West India Company respectively shown and coloured green on the duplicate sets of plans each set containing three plans signed by the Right Honourable Sir Henry John Selwin-Ibbetson Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was in its progress through Parliament referred of which duplicate plans one set has been deposited at the office of the Clerk of the Parliaments and the other set in the Private Bill Office of the House of



Commons) of or belonging to the Company with respect to which the expression is used and all or any rights easements powers and privileges which that Company from time to time has or enjoys or is entitled to exercise either alone or in conjunction with any other company or companies person or persons over or with respect to its own undertaking or the undertakings of other companies and the expression "undertakings" or "joint undertaking" used in reference to the two Companies means and includes the undertaking as hereinbefore defined of each of them;

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The expression "working union" means the working maintenance and management of the undertakings of the two Companies by a joint committee under the provisions of this Act;

"Working union."

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.

"Superior courts" &c.

3. This Act for the purposes of the reduction of the numbers of directors of the two Companies and of the nomination of members of the joint committee hereinafter mentioned shall come into operation upon the passing of this Act but for all other purposes shall come into operation only upon the commencement of the working union as hereinafter defined.

Commencement of Act.

4. Subject to and in accordance with the provisions of this Act the undertakings of the two Companies shall be worked as one from the first day of January one thousand eight hundred and eighty-nine in this Act referred to as "the commencement of the working union."

Undertakings to be worked as one.

5. The provisions of any Act or Acts relating to either of the two Companies by which the retirement and rotation of directors of the respective Company and the supplying of vacancies in the office of directors are regulated are by this Act repealed and sections 88 and 89 of the Companies Clauses Consolidation Act 1845 are incorporated with this Act and shall subject as hereinafter provided apply to each of the two Companies in lieu of the provisions so repealed.

Repeal of provisions of existing Acts as to retirement and rotation of directors and sections 88 and 89 of Companies Clauses Act 1845 substituted.

6. Subject to the provisions hereinafter contained for the further reduction or increase from time to time of the numbers of directors of the two Companies respectively the number of directors of the

Reduction of numbers of directors of the two

A.D. 1888. London Company shall be reduced to such number not exceeding twenty-one nor less than fifteen and the number of directors of the East and West India Company shall be reduced to such number not exceeding eighteen nor less than twelve as the proprietors of the respective Companies at the meetings to be held as next hereinafter provided shall determine.

Companies respectively.

In order to effect the reduction of the number of directors of the two Companies there shall be held meetings of the proprietors of each Company duly convened with notice of the objects thereof for a day not earlier than the first day of November nor later than the fifteenth day of November one thousand eight hundred and eighty-eight. At the meeting of the respective Company so to be held all the directors of the respective Company shall retire from office and the proprietors present at the meeting shall elect a new body of directors.

Any of the retiring directors of either Company shall be eligible for re-election by that Company.

As to retirement &c. of directors.

7. The directors of the London Company and the directors of the East and West India Company who shall be in office at the commencement of the working union shall notwithstanding anything in the Acts relating to either of the two Companies or in the provisions incorporated with this Act of the Companies Clauses Consolidation Act 1845 continue in office until the first general meeting of the respective Company to be held in the year one thousand eight hundred and ninety.

At the first general meeting of the respective Company to be held in the year one thousand eight hundred and ninety and at the first general meeting of the same Company in each subsequent year directors of the respective Company shall retire and their places shall be supplied in accordance with the provisions of section 88 of the Companies Clauses Consolidation Act 1845.

Provision as to further reduction and increase from time to time of numbers of directors of the two Companies.

8. At any time and from time to time after the first general meeting of the respective Company to be held in the year one thousand eight hundred and ninety the proprietors of either of the two Companies may resolve that the number of directors of that Company shall be further reduced or again increased to such numbers as they shall from time to time by resolution specify but so that the number of directors of the London Company shall never be more than twenty-four nor less than twelve and that the number of directors of the East and West India Company shall never be more than twenty-four nor less than nine.

To effect any such reduction as aforesaid as regards either of the two Companies the directors for the time being of the respective



Company shall agree or in default of agreement shall decide by ballot amongst themselves which of them shall retire from office and to effect any such increase the proprietors of the respective Company may at a general meeting called with notice of the object elect so many duly qualified persons to be directors of the respective Company as shall be necessary to effect such increase of numbers. A.D. 1888.

9. For the purposes of the working union there shall be a joint committee of directors of the two Companies and a standing arbitrator to be appointed as hereinafter provided. Joint committee and standing arbitrator.

10. The joint committee shall be called "the London and India Docks Joint Committee" and by that name the members for the time being of the committee shall be one body corporate and shall be by this Act incorporated accordingly with perpetual succession and a common seal and with power to hold and dispose of lands without any license in mortmain. Name and incorporation of joint committee.

11. The joint committee shall consist of seventeen members of whom ten shall represent and be directors for the time being of the London Company and seven shall represent and be directors for the time being of the East and West India Company. Constitution of joint committee.

The members of the joint committee representing either of the two Companies shall be nominated by the directors of that Company.

The first members of the joint committee representing either of the two Companies shall be nominated as soon as may be after the fifteenth day of November one thousand eight hundred and eighty-eight and shall hold office until the first general meeting of that Company to be held in the year one thousand eight hundred and ninety. At that meeting and at the first meeting of that Company to be held in each succeeding year all the members of the joint committee representing that Company shall retire from office and the directors of that Company shall as soon as may be nominate from amongst themselves members of the joint committee to supply the place of those retiring from office.

Members of the joint committee retiring from office shall nevertheless be competent to act until their successors are nominated as aforesaid.

Any member of the joint committee retiring from office shall be capable of renomination.

12. If any member of the joint committee cease to be a director of the Company which he represents he shall ipso facto cease to be a member of the joint committee and the directors of that Company Members of Committee to vacate office upon ceasing to be directors



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of the Company  
appointing  
them.

Resignation  
of members  
of joint  
committee.

shall as soon as may be nominate from among themselves a member of the joint committee to supply his place.

**13.** Any member of the joint committee may at any time resign his office as such member at any meeting of the joint committee or by writing addressed to the chairman for the time being of the joint committee and the directors of the Company whom the member so resigning represented shall as soon as may be nominate from among themselves a member of the joint committee to supply his place. The resignation of a member of the joint committee of his office as such shall not affect his office of a director of either of the two Companies.

Certificate of  
nomination  
of members  
of joint  
committee.

**14.** A certificate under the hand of the chairman for the time being of the board of directors of either of the two Companies that directors or a director of that company have or has been nominated by the directors of that Company to be members or a member of the joint committee shall be conclusive evidence of the nomination.

Acts of com-  
mittee not to  
be invali-  
dated.

**15.** No act of the joint committee shall be invalid or illegal by reason only of any irregularity in the election or continuance in office of any director of either of the two Companies or in the nomination of any member of the joint committee or of any person not qualified or ceasing to be qualified acting as a member of the joint committee.

First meeting  
of joint com-  
mittee.

**16.** The first meeting of the joint committee shall be held at such time and place as shall be specified in a notice signed by the secretary for the time being of the London Company delivered to each member of the committee or sent by registered letter addressed to him at his usual residence or place of business not later than seven days before the day appointed for the meeting.

Quorum of  
joint com-  
mittee.

**17.** The quorum at all meetings of the joint committee from time to time shall be six.

Committee  
to appoint  
chairman &c.

**18.** The joint committee shall from time to time appoint a chairman and a deputy chairman of the committee to hold office respectively for such period as at or before the appointment the joint committee shall determine but so that the chairman and deputy chairman shall at no time be chosen from the members representing the same Company.

At all meetings of the joint committee the chairman or in his absence the deputy chairman or in the absence of both the chairman and the deputy chairman of the committee some member of the committee chosen by the members present shall preside.



**19.** The following sections of the Companies Clauses Consolidation Act 1845 shall apply to the joint committee and to its members and officers (namely) :—

A.D. 1888.  
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Application  
of parts of  
Companies  
Clauses Act  
to committee.

Section ninety-seven with respect to the making of contracts ;  
Section ninety-eight with respect to the entry of proceedings ;  
Section ninety-nine with respect to the validity of proceedings ;  
Section one hundred with respect to liability and indemnity ;  
Sections one hundred and nine to one hundred and fourteen (both inclusive) with respect to the accountability of officers.

**20.** The joint committee shall cause proper books of account and other books in relation thereto to be kept and shall prepare half-yearly balance sheets to the thirtieth day of June and the thirty-first day of December in each year showing in all necessary details the receipts and expenditure of the joint committee and the amount of the net balance in accordance with the provisions of this Act divisible between the two Companies and shall report the same each half-year on or before the first day of August or the first day of February as the case may be to the board of directors of each of the two Companies.

Accounts—  
half-yearly  
balance  
sheets &c.

**21.** The remuneration of the members of the joint committee respectively representing the two Companies shall be such as the Company whom they represent shall from time to time in general meeting determine and may if the meeting so determine be in addition to their remuneration as directors of the Company. The remuneration of members of the joint committee as such shall be paid as part of the expenses of the working union.

Remunera-  
tion of joint  
committee.

**22.** At the first meeting of the joint committee and subsequently at the first meeting of the joint committee in each year a standing arbitrator shall be appointed to determine questions submitted to him under the provisions of this Act. The standing arbitrator unless three-fourths of the members of the joint committee present and voting at a meeting of the Committee holden not earlier than the seventh day after notice calling the meeting and specifying the object of the meeting agree in the choice of an arbitrator shall from time to time be a person nominated by the President for the time being of the Board of Trade.

Standing  
arbitrator.

**23.** This Act shall be deemed for the purposes of the Common Law Procedure Act 1854 to be a submission to arbitration by consent of the two Companies of all matters which by this Act are referred to the decision of the standing arbitrator and such submission may be made a rule or order of the High Court of Justice and if the same be so made a rule or order of that Court the standing arbitrator

Standing  
arbitrator  
to have  
powers of  
arbitrator  
under  
Common  
Law Pro-



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A.D. 1888. shall have all the powers of an arbitrator under section 7 of the  
Common Law Procedure Act 1854 as regards the attendance of  
witnesses and the production of documents and shall have power to  
examine witnesses upon oath or affirmation and to administer oaths  
and take affirmations accordingly.

Standing arbitrator to hold office for one year : 24. Every standing arbitrator chosen or appointed under the provisions of this Act shall continue in office for one year from the time of his appointment unless in any case the office is sooner vacated by death incapacity to act resignation or otherwise in which case a standing arbitrator shall be chosen or appointed in his place in manner hereinbefore provided but to hold office only to the end of the year for which his predecessor was appointed.

But may be re-appointed. 25. Any standing arbitrator vacating office shall be capable of re-appointment.

Question to be decided by majority of votes or by casting vote of chairman. 26. Subject as in this Act provided all questions arising at a meeting of the joint committee shall be decided by a majority of the members present at the meeting and in the case of an equality of votes the chairman of the meeting shall have a second or casting vote but it shall be competent for the committee to reconsider any question so decided at the next meeting of the committee if any three members of the joint committee whether present or not at the meeting at which the decision was arrived at shall by writing addressed to the chairman or secretary of the committee so request.

References to standing arbitrator. 27. If any question affecting capital expenditure or the sale or disposal of property of either of the two Companies or any question as to whether any part of the undertaking of either of the two Companies is required for purposes of the working union arise at a meeting of the joint committee and upon such question all the members representing one of the two Companies present and voting at the meeting vote in the same sense then on the request of the representatives or of the majority of the representatives of either of the two Companies present at such meeting delivered to the chairman or secretary of the joint committee within ten days after such meeting such question shall be referred to the standing arbitrator for the time being and shall be decided by him notwithstanding that his term of office expires before his decision shall have been given.

Decisions to be final. 28. The decision of the standing arbitrator shall in all cases be final and binding on the joint committee and on the two Companies.



**29.** The standing arbitrator for the time being shall nevertheless on the request of the joint committee or of the directors of either of the two Companies signified under the hand of the chairman or secretary for the time being of that Company review any previous decision of himself or of any former arbitrator but any alteration of any such decision shall have prospective operation only and shall not affect anything done or suffered under the decision reviewed.

A.D. 1888.  
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Review of  
decisions.

**30.** The remuneration of the standing arbitrator shall be fixed from time to time by the joint committee and shall be paid as part of the expenses of the working union.

Remunera-  
tion of  
standing  
arbitrator.

**31.** From and after the commencement of the working union all the powers and authorities rights and privileges immunities and exemptions duties and obligations vested in enjoyed by or attaching to the two Companies respectively or either of them or their respective directors or any committee of them in relation to the following matters shall be and the same as from that time are hereby (subject to the provisions of this Act) transferred to and vested in or imposed on the joint committee and (subject to the provisions of this Act) the special Acts and all contracts and agreements relating to or affecting the two Companies respectively shall be read and have effect as if in relation to the following matters the joint committee had been named therein or bound thereby instead of the two Companies respectively (that is to say):—

Powers and  
functions of  
joint com-  
mittee and  
commence-  
ment of  
working  
union.

- (1) The working maintenance and management of the undertakings of the two Companies;
- (2) The fixing collecting receiving and enforcing payment of tolls rates and charges;
- (3) The appointment remuneration (including superannuation and other allowances) dismissal and retirement of officers and servants except such officers and servants as either of the two Companies or their directors may require for transacting the business of the Company as regards internal regulation and administration and any powers and duties of either Company not by this Act transferred to the joint committee;
- (4) The execution and providing of works and conveniences by either of the two Companies;
- (5) The supply of working plant and rolling stock; and
- (6) All or any matters incidental to any of the matters above mentioned:

Provided that nothing in this section shall be deemed to extend the provisions of any special Act or Acts relating to either of the



A.D. 1888. — two Companies or their undertaking to the other of the two Companies or their undertaking.

Certain questions referred to and may be determined by Railway Commissioners.

**32.** If and whenever any question or questions arise between the joint committee and any person or persons subject to any charges which the joint committee are authorised to make in respect of discharging and other services connected therewith as to whether such charges are reasonable such question or questions shall be from time to time determined by the Railway Commissioners who shall have jurisdiction from time to time to fix the same and to entertain and determine such questions :

Provided always that if at any time it shall be decided at law that the joint committee have not the exclusive duty and right of discharging the cargoes of vessels the above provision shall cease to have operation.

Saving for status of Companies.

**33.** The provisions of this Act respecting the incorporation of the joint committee and the transfer to and vesting in that committee of the powers authorities rights and privileges of the two Companies respectively shall not be deemed or construed to affect any status of the East and West India Company as a railway company within the meaning of the Railway Companies Act 1867 or any other Act of Parliament.

Provision respecting officers clerks and servants.

**34.** All officers clerks and servants who at the commencement of the working union are in the employment of either of the two Companies shall thereupon become officers clerks and servants of the joint committee with the same rights and subject to the same obligations and incidents in respect of such employment as nearly as may be as they would have had or been subject to in their capacities of officers clerks and servants of the respective Companies and shall so continue unless and until the joint committee remove them from such employment or alter the terms of their employment which it is hereby declared the joint committee may in their uncontrolled discretion do at the like times in the like manner and subject to the like terms and conditions (if any) at in and subject to which the respective Company might have done so and the respective sureties of those officers clerks and servants shall continue liable as if they had become bound in relation to any employment commenced under the joint committee.

Collection of existing rates &c.

**35.** All rates tolls rents sums and charges at the commencement of the working union due and payable or accruing and payable to either of the two Companies shall be payable to and may be collected recovered and enforced by that Company as if this Act had



not been passed and the same shall belong to that Company for their own benefit. A.D. 1888.

**36.** All debts at the commencement of the working union due to or from either of the two Companies with all interest (if any) due or to accrue due thereon shall be paid to or by and may be recovered by or against that Company alone. Recovery of existing debts.

**37.** Actions indictments and proceedings by or against either of the two Companies pending at the commencement of the working union and any arbitration pending at the passing of this Act to which either of the two Companies is a party and any proceedings in connection therewith or consequent thereon may be continued and prosecuted as if this Act had not been passed. Pending actions &c.

**38.** Any right or cause of action existing at the commencement of the working union or any proceeding taken subsequent thereto but in respect of any claim or liability existing at such date and brought or prosecuted by or against or in favour of either of the two Companies shall enure to or against or in favour of that Company as if this Act had not been passed. Saving for rights of action and suit &c.

**39.** Subject to the provisions of this Act from and after the commencement of the working union actions indictments and proceedings which if a company (instead of the joint committee) had been by this Act authorised to work manage and maintain the undertakings of the two Companies might have been brought or prosecuted by or against that company may be brought or prosecuted by or against the joint committee and not otherwise but nothing in this Act shall make the joint committee liable for any act done or default committed by either of the two Companies before or after the commencement of the working union. Actions by or against joint committee &c.

**40.** From and after the commencement of the working union the joint committee shall alone have power to enter into any contract or incur or undertake any obligation for or in connection with or in respect of the joint undertaking or the working union and no obligation or duty or liability whatsoever shall attach to either Company in respect of any such contract or obligation entered into by the joint committee or in respect of any act or default of any officer or servant or agent employed or taken over by the joint committee and all liabilities or losses or damages suffered or incurred or payable by the joint committee in consequence or by reason of anything done or omitted to be done by them as such committee or of anything done or omitted to be done by any officer servant or agent acting for them shall be paid or retained. After working union joint committee alone to contract &c.



A.D. 1888. by the joint committee out of the moneys coming to their hands as the earnings or on account of the two undertakings or either of them.

As to tools  
&c. and  
stores.

41. All working plant working and rolling stock implements gear tools and all other things employed or necessary for the current daily working of the undertakings of the two Companies respectively under the working union shall be transferred to and are hereby vested in the joint committee for the purpose of carrying on the working union and all unissued stores of either of the two Companies shall be taken by the joint committee at cost price and the amount found to be due to that Company shall be paid by the joint committee or credited by them in account to that Company. Any difference between the two Companies or between either of them and the joint committee as to what are or are not unissued stores within the meaning of this section shall be determined by the standing arbitrator.

Half-yearly  
division of  
net profits.

42. Subject to the provisions of this Act the joint committee shall out of the moneys for the time being in their hands provide for the working and establishment and other proper ordinary expenses of the working union including the cost of maintenance repair and renewal of works buildings appliances machinery rails plant and rolling stock and including also the remuneration of the members of the joint committee and of the standing arbitrator and pay the passenger traffic duty and all tithes tithe rentcharge county metropolitan parochial and other rates and assessments whatsoever chargeable to the two Companies in respect of their several undertakings and subject nevertheless as hereinafter provided shall divide the balance remaining in their hands half-yearly between the two Companies in the proportions of sixty-nine per centum to the London Company and thirty-one per centum to the East and West India Company and shall pay to them their respective proportions accordingly:

Provided always that if in either of the years ending respectively on the thirty-first day of December one thousand eight hundred and eighty-nine and on the thirty-first day of December one thousand eight hundred and ninety the aggregate amount of the proportion payable to the London Company of the balances as aforesaid for the two half-years of such year shall be less than two hundred and twenty-five thousand pounds the difference (if and so far as five per centum on the aggregate sum made up of the balances divisible between the two Companies for such two half-years will extend but not further or otherwise) shall be paid by the joint committee to the London Company and shall be deducted by



the joint committee from the proportion otherwise payable to the East and West India Company : A.D. 1888.

Provided further that if in any year ending the thirty-first day of December the aggregate sum made up of the balances for the two half-years of that year divisible between the two Companies shall exceed the sum of four hundred and seventy-five thousand pounds any dividend declared by either of the two Companies in respect of the half-year ending the thirtieth day of June in that year shall be deemed to have been in the nature of an interim or provisional dividend and such aggregate sum shall be deemed for the purposes of this section to have been the balance for the whole of that year divisible between the two Companies and of such aggregate sum the sum of four hundred and seventy-five thousand pounds shall be divisible between the two Companies in the proportions of sixty-nine per centum and thirty-one per centum aforesaid and the excess over that sum shall belong to the two Companies in equal proportions unless the rate of dividend for the whole of such year of the East and West India Company to their ordinary share or stock holders would by reason of the equal division of such excess become greater than the rate of dividend for the same year of the London Company to their ordinary share or stock holders in which case such excess shall belong to the two Companies in such proportions as would enable each Company to pay for the whole of such year dividends to their respective ordinary share or stock holders at and after the same rate.

In this section the expression "rate of dividend" means the highest rate of dividend which the Company with respect to whom the expression is used might pay or might have paid for the whole year out of their divisible profits without regard to the rate of dividend actually paid or declared by the Company for that year.

The joint committee for the purpose of giving effect to this provision shall from time to time (if need be) rectify any half-yearly accounts rendered by them and shall credit or as the case may be debit either of the two Companies in any subsequent half-yearly account or accounts with any sum or sums necessary in that behalf.

The moneys payable or paid to either of the two Companies under the powers of this section are hereinafter referred to as that Company's "share of the net profits" :

Provided also that the joint committee may from time to time pay over to each of the two Companies respectively so much of that Company's accruing share of the net profits as appears to the joint committee requisite to enable that Company to make due provision for its own staff and office expenses and for keeping down interest



A.D. 1888. — on loan capital and other necessary outgoings (if any) and if at any time there is pending a reference to the standing arbitrator on a question affecting the division of the balance in the hands of the joint committee the committee may nevertheless if they think fit divide the balance or any part thereof as if such reference were not pending subject to adjustment in a subsequent half-year in accordance with the decision of the standing arbitrator on that question.

Provision in case of seizure &c. of property of either Company under legal process.

**43.** If in consequence of the neglect or default of either of the two Companies the property of either Company included in the undertaking of that Company as defined by this Act or any portion thereof be seized attached sold or taken possession of under any legal process or under any power of sale contained in any instrument or in any other manner so as to hinder or interfere with the free and unrestricted working of the undertakings of the two Companies or either of them under the working union and if any loss of revenue to such undertakings or undertaking result therefrom the proportion of the Company in default of the divisible balance in the hands of the joint committee may be reduced by the joint committee to such reasonable extent as the circumstances justify.

Each Company responsible for its own debts &c.

**44.** The share of the net profits of each of the two Companies shall be applicable to payment of the interest on any mortgages debenture stock and other securities of that Company and to payment of dividends on the preference and ordinary stock and shares of that Company and to the discharge of principal moneys debts or liabilities owed for the time being or incurred from time to time by that Company according to their respective priorities but shall not be applicable to payment of any interest on any mortgages debenture stock or other securities of the other of the two Companies or to the payment of any dividends on any stock or shares or to the discharge of any principal moneys debts or liabilities owed or incurred by such other of the two Companies and (subject as hereinafter provided with respect to the priority of interest on moneys borrowed by the joint committee for working capital) all mortgagees debenture stock holders and creditors for the time being of and all holders of stock or shares in either of the two Companies shall have the same rights remedies and priorities in respect of and against that Company and its assets as well as against that Company's share of the net profits as if this Act had not been passed.

Provision as to lands.

**45.** If and whenever any part of the undertaking of either of the two Companies is determined by a resolution of the joint committee (or by the standing arbitrator by writing under his



hand as the case may be) not to be required for purposes of the working union the same may be from time to time sold disposed of demised or dealt with by the Company to whom it belongs under and subject to the provisions of any Act or Acts relating to that Company enabling them in that behalf but so that the same shall not in whole or in part be sold disposed of demised or dealt with for any purpose or in any manner which in the opinion of the joint committee (or of the standing arbitrator as the case may be) would be in competition with or detrimental to the interests of the working union. Until the part specified in any such resolution or in writing by the standing arbitrator as aforesaid is sold or otherwise disposed of any rents or other income arising therefrom which may come to the hands of the joint committee shall be paid by the joint committee to the Company to whom the lands belong: Provided nevertheless that nothing herein contained shall authorise the East and West India Company to sell or dispose of the site of their Blackwall entrance and basin or of their South Dock eastern entrance or basin and the North London Railway Company and their tenants shall have at all times the same facilities and rights of user for the purpose of access to their docks of the South Dock eastern entrance of the East and West India Company as they now have in and over the Blackwall entrance.

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The proceeds of any such sale as aforesaid shall belong to the Company owning the part so sold but that Company shall pay to the joint committee (to be applied by them as earnings of the joint undertaking) such annual sums (if any) as the joint committee (or the standing arbitrator as the case may be) may having regard to all the circumstances of the case deem fair as between the two Companies and subject thereto such proceeds shall be applied only to purposes to which capital is properly applicable.

**46.** All lands buildings and property of either of the two Companies shown and coloured green on the duplicate plans signed and deposited as aforesaid may be from time to time sold disposed of demised or dealt with by the Company to whom the same belong or belongs under and subject to the provisions of any Act or Acts relating to the respective Company and enabling them in that behalf and subject also to this condition that such lands buildings or property shall not in whole or in part be sold disposed of demised or dealt with for any purpose or in any manner which in the opinion of the joint committee or of the standing arbitrator as the case may be would be in competition with or detrimental to the interests of the working union and neither the joint committee nor the standing

Certain lands &c. not subject to joint committee or standing arbitrator.



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arbitrator shall have power to deal or interfere with such lands buildings or property or any of them or any part or parts thereof as lands buildings or property required for the purposes of the working union.

Rents &c. of Commercial Street warehouses to be paid by or charged to East and West India Company.

47. All rent payable from time to time in respect of the warehouses and premises connected therewith situate in the Commercial Road in the county of Middlesex and now leased to or in the occupation of the East and West India Company shall as between the two Companies (notwithstanding that such warehouses and premises are part of the undertaking of the East and West India Company as by this Act defined and as such subject to the working union) be and remain payable by the East and West India Company alone and shall be deducted by the joint committee from any moneys payable by them to the East and West India Company under the provisions of this Act. All tithes tithe rentcharge rates taxes premiums of insurance and other outgoings whatsoever in respect of the said warehouses and premises mentioned in this section shall be paid and borne by the joint committee who shall also maintain the same in good order and condition.

As to special contracts &c.

48. Each of the two Companies may and if and so far as required by the other of them shall use their best endeavours to obtain the annulling or the modification to the satisfaction of the other of the two Companies of all or any contracts or agreements which may be in force at the commencement of the working union:—

- (1) For or with reference to the use of their docks or property or any part or parts thereof by any other company or companies or any person or persons upon special terms; or
- (2) By which any amount of traffic or business is secured or guaranteed to any railway or warehouses or lighterage company; or
- (3) By which any money payment not based upon the traffic actually carried or the business actually done is provided for; or
- (4) By which any special rates for traffic carried over any railway or any other special payment of whatever nature which the joint committee deem to be excessive or unreasonable may be provided for.

If either Company fail within six months after the passing of this Act in obtaining the annulling or modification as aforesaid of any such contract or agreement whether required by the other Company so to do or not they shall thereafter pay half-yearly to the funds of the joint undertaking—



In the first case (1)

Such a sum as shall represent the difference between the actual rates paid by the companies or persons the contracts with whom have not been so annulled or modified and the current rates authorised by the joint committee for the time being; or

In the second case (2) or in the third case (3)

The difference between the amount actually paid or payable under the contract or agreement and the amount which would have been payable at such rates as the joint committee deem reasonable in respect of the traffic actually carried or the business actually done; or

In the fourth case (4)

The difference between the special rates or other sums payable under the contract or agreement and such rates or sums as the joint committee may consider to be reasonable.

The joint committee shall deduct half-yearly such sum out of the share of the net profits of the Company liable to pay such sum and shall carry any sum so deducted to the credit of revenue in their next half-yearly balance sheet. Any difference between the two Companies as to the effect and meaning of or anything arising under this section shall be determined by the standing arbitrator.

**49.** And whereas the two Companies respectively have provided working capital out of moneys from time to time coming to their hands on account of past earnings but under the provisions of this Act all moneys earned by each Company prior to the commencement of the working union are vested in and belong to the respective Company: Therefore in order to provide working capital for the purposes of the working union the joint committee may from time to time borrow on the security of the revenue of the joint undertaking any sum or sums of money not exceeding in the whole three hundred thousand pounds at such rate of interest as they think fit and the interest from time to time payable in respect of any moneys so borrowed and all costs charges and expenses connected with the borrowing or the repayment of any such moneys shall be from time to time paid by the joint committee out of the moneys in their hands and shall have priority over the interest on any moneys borrowed by either Company before the commencement of the working union and shall be charged by them in their half-yearly accounts before ascertaining the balance divisible between the two Companies under the provisions of this Act.

Working capital.

Either Company may advance at interest from time to time the whole or any part of the said sum of three hundred thousand



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pounds to the joint committee out of any moneys from time to time belonging to them and not made specially applicable by Act of Parliament for any particular purpose or if so made applicable not being required for that purpose.

Joint committee to execute authorised works of either Company at the expense of that Company.

50. All works which the respective Companies are required or authorised by law to carry out and which are not at the commencement of the working union executed or completed but which in the opinion of the joint committee or of the standing arbitrator as the case may be are necessary for the purposes of the working union may be executed or completed by the joint committee at the cost of the Company on or in connection with whose undertaking such work is required or authorised to be done but the joint committee shall pay or allow in account to that Company interest after the rate of four per centum per annum in respect of such portion of the expenditure by that Company as the joint committee may consider to represent any additional accommodation to the business of the undertaking of the Company under the working union arising from the execution of such works.

Power for joint committee to incur capital expenditure.

51. The joint committee shall not have power to make or incur any expenditure or liability on capital account except with the previous assent of the boards of directors of the two Companies but subject thereto any capital required for enlargements of or additions to the undertaking of either of the two Companies shall unless otherwise agreed between the two Companies be provided by the Company owning the property to be so enlarged or added to.

Difference between Companies as to expenditure.

52. If in any case a difference arise between the boards of directors of the two Companies on the question whether or not it is necessary or proper that any expenditure or liability should be made or incurred on joint capital account as between the two Companies or on the question whether or not any expenditure or liability if made or incurred should be charged to revenue or to capital as between the two Companies the difference shall be referred by the joint committee to and shall be decided by the standing arbitrator and the provisions of this Act relative to references to and decisions by the standing arbitrator shall apply in every such case of difference between the boards of directors of the two Companies.

Expenditure to remedy defects in docks &c. to be borne by the owning Company.

53. Provided always that notwithstanding anything in this Act any expenditure which the joint committee shall at any time decide to be necessary for making good any defect existing at the commencement of the working union in any of the docks works buildings or appliances of either of the two Companies and which in the opinion



of the joint committee requires to be made good in order that such docks works buildings or appliances should be reasonably fit and proper for their respective purposes and objects and in like manner the expenditure incurred in any excessive or unusual dredging which may be required to restore the docks or any of the docks of either of the two Companies to or maintain them in a fit and proper condition shall be borne by that one of the two Companies to the exclusion of the other and the amount to be expended if properly chargeable against capital may be called up from that Company by the joint committee in manner hereinafter provided for the calling up of capital or if properly chargeable against revenue may be deducted by the joint committee from that Company's share of the net profits.

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**54.** Where under this Act capital is to be provided by the two Companies the joint committee may on giving not less than one month's notice in writing to the two Companies make such calls as they think fit for the amounts to be provided by the two Companies respectively and may appoint the persons to whom and the times and places at which the calls are to be paid.

Power for joint committee to make calls.

**55.** If at the time appointed for the payment of a call either of the two Companies fail to pay the amount thereof or if either of the two Companies fail to pay any other moneys due from them to the joint committee the joint committee may then or afterwards retain the same by instalments or otherwise as they think fit out of that Company's accruing share of the net profits with interest on so much thereof as is for the time being unpaid at the rate of five per centum per annum after paying to that Company so much of that share as is for the time being requisite for paying the staff and office expenses of that Company and for paying rentcharges secured to landowners by that Company and for paying rents payable by that Company and other payments in the nature of rents and for keeping down the interest due or accruing due on the loan capital of that Company.

Power of joint committee to retain amount of call.

**56.** With respect to the auditing of the accounts of the joint committee the following provisions shall have effect from and after the commencement of the working union (that is to say):—

Audit of accounts of committee.

- (1) Each of the two Companies in general meeting shall for that purpose elect an auditor;
- (2) The auditors so elected shall together audit the accounts of the joint committee;
- (3) The two auditors so elected before entering upon their duties shall appoint a chartered accountant as a referee to determine any difference (other than a difference by this Act referred to the joint committee or the standing arbitrator) which may arise



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between them or if for one month after the day on which the last elected of the said two auditors was so elected they fail to appoint a referee a chartered accountant shall on the application of the secretary of either of the two Companies be appointed referee by the President for the time being of the Institute of Chartered Accountants ;

- (4) In case any difference arises between the two auditors elected as aforesaid with respect to the accounts of the joint committee the same shall be determined by the referee and the accounts as signed and certified to be correct by the referee shall be deemed for all purposes to be correct and to have been duly audited ;
- (5) The provisions of the Companies Clauses Consolidation Act 1845 relative to the election powers and duties of auditors of a company shall have effect mutatis mutandis with respect to the election of auditors by each of the two Companies for the purposes of the present section and with respect to the powers and duties of the auditors.

As to dock  
tonnage  
rates.

57. The rates rents or sums to be demanded and taken by the joint committee in respect of vessels for entering into any of the docks basins cuts or entrances of the London Company and for lying therein and for departing therefrom respectively shall not exceed the rates specified in Part I. of the schedule to the East and West India Dock Company's Extension Act 1882 and section 25 of the last-mentioned Act shall extend and apply not only to and in the case of the docks authorised by that Act but to and in respect of all the docks and basins of the East and West India Company.

Prohibiting  
preferential  
rates.

58. The joint committee shall not hereafter make any agreement nor shall they renew any agreement existing at the passing of this Act or at the commencement of the working union by which any preferential rates or allowances on vessels or goods or for discharging the same shall be or are provided for but subject and without reference or prejudice to any such existing agreements the rates to be charged by the joint committee shall be charged equally in respect of all vessels of the same description carrying the same description of goods under the same circumstances or as the case may be in respect of all goods of the same description under the same circumstances in the same dock :

Provided that nothing in this Act contained shall be construed as rendering it obligatory on the joint committee to make the same charges at the Tilbury Dock as at all the other docks under their control.



**59.** The owner or master of any vessel resorting to the docks shall be at liberty to take such vessel to whichever dock of the joint committee he may select: Provided that there is sufficient vacant accommodation in such dock.

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Shipowners may resort to either dock.

**60.** Whereas by the deed of settlement dated the twelfth day of February one thousand eight hundred and three of the Imperial Fire Insurance Company (formerly called "the Imperial Insurance Company" and hereinafter in this section referred to as "the Insurance Company") and the Imperial Fire Insurance Act 1869 or one of them powers were conferred upon the East and West India Dock Company (hereinafter in this section referred to as "the Dock Company") of appointing from time to time persons to be directors of the Insurance Company and it is expedient that such powers be determined:

Power of East and West India Dock Company to appoint directors of the Imperial Fire Insurance Company to cease.

Therefore be it enacted that without prejudice to the appointment of any member of the present court of directors of the Insurance Company made by the Dock Company all powers of the Dock Company of appointing persons to be directors of the Insurance Company shall as from the passing of this Act cease.

**61.** Nothing herein contained shall in any way diminish interfere with or affect the rights of the London and Tilbury Lighterage Company Limited under the several agreements with the East and West India Company dated respectively the fifteenth day of May one thousand eight hundred and eighty-four the fifteenth day of October one thousand eight hundred and eighty-four the thirtieth day of September one thousand eight hundred and eighty-five the twenty-fifth day of February one thousand eight hundred and eighty-six and the twenty-first day of February one thousand eight hundred and eighty-seven and the said agreements shall be read and have effect as if the joint committee had been named therein and bound thereby instead of the East and West India Company.

For protection of London and Tilbury Lighterage Company Limited.

**62.** Whereas there is in force between the East and West India Company and the London Tilbury and Southend Railway Company a certain principal agreement dated the eighth day of November one thousand eight hundred and eighty-three which has been added to and modified by three supplemental agreements dated respectively the third day of December one thousand eight hundred and eighty-five the ninth day of September one thousand eight hundred and eighty-six and the sixth day of October one thousand eight hundred and eighty-seven copies of which are set out in Parts I. II. III. and IV. of the schedule to this Act and it has been agreed between the said two Companies and the London Company that the said agree-

Confirming agreements &c. in schedule.



A.D. 1888. — ments should be modified as hereinafter provided: Be it therefore enacted that (without prejudice to any remedies which either the East and West India Company or the London Tilbury and Southend Railway Company may have under the said agreements respectively against the other of them and subject as between the London Company and the East and West India Company to the provisions of this Act relating to any such agreements) the said agreements shall as from the date of the commencement of the working union become and be binding on the joint committee and full force and effect shall be given thereto the said agreements being read and having effect as if the joint committee had been named therein instead of the East and West India Company subject nevertheless to the modifications of the said respective agreements which are set out in Part V. of the said schedule to this Act and which shall be of as full force and validity as if the same had been enacted under this Act: Provided that nothing in this Act contained shall be construed as imposing upon the joint committee any liability for the payment of moneys due by the East and West India Deck Company to the London Tilbury and Southend Railway Company at the date of the commencement of the working union.

As to development of Tilbury Dock.

**63.** In consideration of the modification of the agreements with the London Tilbury and Southend Railway Company set out in the schedule to this Act it shall be the duty of the joint committee at all times during the working union to maintain and use the Tilbury Dock with a view to the fair and reasonable development thereof and the encouragement of traffic therefrom and thereto and traffic thereat.

Incorporation of Acts.

**64.** The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital; and

The provision to be made for affording access to the special Act by all parties interested;

and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts are (except where expressly varied by this Act) incorporated with and form part of this Act.

Power to London Company to raise additional capital.

**65.** Subject to the provisions of Part II. of the Companies Clauses Act 1863 the London Company may raise any additional capital which they may require for the purposes of this Act not exceeding one hundred and fifty thousand pounds by the creation



and issue at their option of new ordinary stock or new preference stock or partly by one or partly by the other of those modes: Provided that any such stock shall be issued only as fully paid-up stock. A.D. 1888.

**66.** Every person who becomes entitled to new stock shall in respect of the same be a holder of stock in the London Company and shall be entitled to a dividend with the other holders of stock of the same class or description in that Company proportioned to the whole amount of such new stock as the case may be: Provided that nothing in this Act shall confer any right of voting upon the holders of any preference stock created under the powers of this Act unless the London Company shall by the resolution authorising the creation or issue of such preference stock otherwise determine. Dividends on new stock.

**67.** If any money is payable under this Act to a stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the London Company. Receipts in case of persons not sui juris.

**68.** The London Company may in respect of the additional capital which they are by this Act authorised to raise from time to time borrow on mortgage of the revenues of their undertaking including their share of the net profits under the working union any sum or sums not exceeding in the whole one-third part of the amount for the time being of such additional capital issued by that Company but no part of any such sum shall be borrowed until the London 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 stock for the additional capital in respect of which the borrowing power is to be exercised is fully paid up and that such stock was issued and accepted and paid up bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and upon production to such justice of the books of the London Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof. Power to borrow.

**69.** The provisions of all or any Acts relating to the London Company for the appointment of a receiver are hereby repealed but without prejudice to any appointment made or proceedings pending before or at the passing of this Act. Repeal of former provisions as to a receiver.

**70.** The mortgagees of the London Company may enforce payment of arrears of interest or principal or principal and interest due For appointment of a receiver.



A.D. 1888. 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.

Existing mortgages to have priority.

71. All mortgages granted by the London Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by the London Company by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the London Company.

Debenture stock.

72. The London Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything contained therein or in any former Act relating to the London Company the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the London Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages and notice of the effect of this enactment shall be given upon all mortgages and certificates of debenture stock to which this section applies.

Application of moneys.

73. All moneys raised under this Act by the London Company whether by stock debenture stock or borrowing shall be applied only for purposes for which that Company may be required by the joint committee to provide capital being in all cases purposes to which capital is properly applicable.

Amendment of sections 16 & 17 of 1 & 2 Will. IV. c. lii. as to meetings of East and West India Company.

74. Notwithstanding anything contained in section 16 of the Act passed in the second year of the reign of King William the Fourth intituled "An Act to consolidate and amend the several Acts for making the West India Docks" one of the two yearly general courts or meetings of the East and West India Company may in the year 1889 and in any subsequent year be held on any day in the month of January or of February and the other of such meetings may be held on any day in the month of July or of August.



Section 17 of the said Act is hereby repealed from the words "which vote or votes" to "power of attorney" (both included) and it is hereby enacted that votes at every general court or meeting or special meeting of the East and West India Company may be given either personally or by proxy subject to the following regulations:—

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- (A) The appointment of a proxy must be by a written instrument (in this Act called a proxy paper) under the hand or (in case of corporations) under the seal of the appointor and the proxy paper must be delivered at the office of the Company at least forty-eight hours before the court or meeting at which it is intended to be used ;
- (B) A person cannot be appointed a proxy who is not a proprietor of the Company qualified to vote ;
- (C) A vote given in accordance with the terms of a proxy paper shall be valid notwithstanding the previous death of the principal or the revocation of the proxy paper or the transfer of any share in respect of which the vote is given provided no intimation in writing of the death revocation or transfer authenticated to the satisfaction of the directors shall have been received at the office of the Company.

**75.** 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 borne and paid by the two Companies in such proportions as they shall have agreed or may agree or failing agreement in such proportions as the Board of Trade upon the application of either of the two Companies shall decide.

Costs of Act.



A.D. 1888.

The SCHEDULE referred to in the foregoing Act.

PART I.

THE EAST AND WEST INDIA DOCK COMPANY AND THE LONDON TILBURY  
AND SOUTHBEND RAILWAY COMPANY.

PRINCIPAL AGREEMENT.

*Dated 8th November 1883.*

1. Tilbury  
Docks Station  
and existing  
Dock Station.

1. The Railway Company shall at their own expense construct work and maintain a new passenger station near Tilbury with all necessary sidings and conveniences to be called the Dock Station and likewise work and maintain the existing Tilbury Terminus with every convenience for traffic including at both stations a well served luncheon buffet waiting-rooms covered platform accommodation lavatories closets and urinals.

2. Exchange of  
land at Tilbury  
with Dock  
Company.

2. Any land not exceeding one and three quarter acres on the south side of the line that may be required for the said Dock Station beyond that now owned by the Railway Company shall be provided by the Dock Company and conveyed to the Railway Company free of charge and a triangular piece of land No. 49 on the deposited plans of the Dock Company for the session 1881-1882 shall be conveyed by the Railway Company to the Dock Company free of charge.

3. Interchange  
sidings at  
Tilbury Dock  
Junction.

3. The Dock Company shall at their own expense construct and maintain sufficient sidings for the exchange of dock traffic at the Tilbury Dock Junction and the Railway Company shall construct work and maintain the junction and the signals controlling it. The junction shall be in the position shown on the plan hereto.

4. Passenger  
train service  
between Fen-  
church Street  
and Tilbury.  
Week days.

4. The Railway Company shall run between the hours of seven a.m. and six p.m. on week days a liberal passenger train service in accordance with the demands of the traffic in each direction between Fenchurch Street Terminus and Tilbury Station calling at the Dock Station. At least two down-trains in each hour between nine a.m. and three p.m. and at least two up-trains in each hour between eleven a.m. and five p.m. shall be run and one of such trains in each hour both up and down shall be a fast train timed to occupy not more than forty minutes between Fenchurch Street Terminus and the Dock Station or between the Dock Station and Fenchurch Street Terminus as the case may be. All trains run in accordance with the provisions of this clause shall be made up of a sufficient number of first second and third class coaches: Provided always that in case after a fair trial it should appear that any one of such trains does not earn on the average of twelve months' working two shillings and six pence per train mile from the passenger traffic the Railway Company shall be at liberty to give notice to the Dock Company of their intention to discontinue such trains and shall be entitled so to do unless the Dock Company elect to make up the deficit.

Proviso for  
discontinuance  
of unremunera-  
tive trains.



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5. The Railway Company further agree to run at usual special train rates or at special fares to be hereafter agreed at convenient times and as required special passenger trains on the days appointed for mail and other passenger vessels to leave the Tilbury Docks.

5. Special trains for mail and other steamers.

6. Not less than three trains each way exclusive of excursion trains at convenient intervals shall be run on Sundays. All Sunday trains excepting special excursions to call at the Dock and Tilbury Stations. The Sunday trains shall be made up as mentioned in clause 4.

6. Passenger train service between Fenchurch Street and Tilbury. Sundays.

7. As good a connection as possible shall be made at Plaistow and Barking Junctions with existing North London and Great Eastern services or any other Company's trains that may at any time be worked in or out of those or other new junctions on the Railway Company's system to the west of Barking.

7. Connections at Plaistow and Barking with North London and Great Eastern services.

8. The Railway Company shall issue to the Dock Company on their application a sufficient number of first and second class annual tickets available between Fenchurch Street and the Dock and Tilbury Stations for re-sale to their clients at the same price at the rate of twelve pounds ten shillings for each ticket first class and at the rate of nine pounds for each second class annual ticket and in such quantities as may suit the Dock Company's requirements provided that the first application to be made by the Dock Company for such season tickets shall not be for a less number in all than one hundred. All tickets issued under this clause shall be non-transferable and shall be subject to any conditions or bye-laws of the Railway Company for the time being applicable to season tickets.

8. Special cheap season tickets between Fenchurch Street and Tilbury.

9. Ordinary return and single tickets available at the New Dock and Tilbury Stations shall be issued by every passenger train run in accordance with the provisions of clauses 4 and 6 of this agreement at fares not exceeding the undermentioned videlicet:—

9. Passengers fares between Fenchurch Street and Tilbury.

Return—First: Two shillings and six pence.

Return—Second: Two shillings.

Return—Third: One shilling and sixpence.

Single—First: Two shillings.

Single—Second: One shilling and six pence.

Single—Third: One shilling.

10. The Railway Company shall provide a London Goods Depot of a character suitable for the requirements of the traffic with sufficient road access for vehicular traffic to Commercial Road in direct connection with the Railway Company's system.

10. London Goods Depot (Commercial Road).

11. The rate payable to the Railway Company by the Dock Company for the carriage between the exchange sidings at the New Dock Junction and the said London Goods Depot of all descriptions of merchandise imported or exported at the New Dock shall be an all round rate of four shillings and six pence per ton of two thousand two hundred and forty pounds which rate shall include all terminal services at the said London Goods Depot in London.

11. Rate for merchandise between Tilbury and London Goods Depot.

12. For coal traffic in train loads of ten trucks and upwards via Barking or Bromley or any other junction west of Barking the Railway Company shall accept a mileage proportion of the through rate in accordance with Clearing

12. Coal rates.



A.D. 1888. House division and regulations with a minimum of six pence per ton for haulage over the Tilbury line to the Tilbury Docks.

13. Facilities to railway companies north of the Thames not having running powers over Tilbury line.

13. The Railway Company will facilitate working arrangements with the several lines north of the Thames not possessing running powers over the Tilbury line between the various existing junctions and the docks at Tilbury.

14. Goods train service between Tilbury and London Goods Depot.

14. Goods trips shall be run at frequent intervals and with all reasonable expedition between the said London Goods Depot and the exchange sidings at the Tilbury Dock Junction in accordance with the demands of the traffic and in concert with the Dock Railway traffic manager as to times of despatch &c. but so as not to interfere with the running of passenger trains and except from causes beyond the reasonable control of the Railway Company such trips shall not exceed two hours on the journey.

15. Facilities for interchange of traffic at junctions with foreign lines.

15. Every facility shall be given for the interchange of goods mineral and cattle traffic at Barking and Bromley Junctions and other junctions west of Barking with all foreign lines.

16. Goods train service between Tilbury Docks and East and West India Docks.

16. Subject to the necessary arrangements being made between the Railway Company and other companies interested in intervening lines facilities shall be given and fast goods trips shall be run between the New Docks and the East and West India Docks via Bow and Bromley line and Poplar (N. L. R.), via Limehouse Curve or any other more convenient route and as often as the exigencies of the traffic may require.

17. Payment to Railway Company for such services.

17. The Railway Company shall be entitled to receive for the carriage of such goods over the lines belonging to the Company a toll of 2s. 6d. per ton of 2,240 lbs. such toll to be in addition to the rate that may be agreed with the owners of the intervening lines.

18. Box wagons to be provided by Railway Company.

18. Box wagons or other suitable stock shall be provided by the Railway Company for the transit of fine goods such as tea coffee indigo &c.

19. Dock Company to forward by rail all goods they can control between Tilbury and London Goods Depot.

19. The Dock Company agree that all goods forwarded by rail over which they can exercise a control both import and export for or from railway companies not possessing or exercising running powers over the Tilbury Company's line shall be handed to the Railway Company at the exchange sidings at the Tilbury Dock Junction or at the said London Goods Depot as the case may be to forward and that all goods for or from London to be forwarded by railway over which the Dock Company can exercise a control both import and export shall be worked to or from the said London Goods Depot and the Railway Company shall by the 1st August 1884 give written notice to the Dock Company electing to undertake or not to undertake the cartage of such goods in all cases where collection or delivery is made through the Dock Company at the rates contained in the schedule attached thereto. If desired by the Railway Company the Dock Company shall invoice or consign all such goods over which they have control at a rate to include collection or delivery in London and the amount paid for such cartage services shall be paid over to the Railway Company in addition to the tonnage rate provided for in clause 11. If the Railway Company fail by the time aforesaid to give such notice or shall elect not to undertake such cartage at the scheduled rates the Dock Company shall be at liberty to make such other arrangements in respect of such cartage and on such terms as they may think fit.

Railway Company to have option of undertaking cartage of such goods.



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20. For the further accommodation of the Dock traffic the Railway Company undertake to construct in connection with the said London Goods Depot warehouses furnished with the necessary machinery and to appropriate and reserve the same as warehouses in connection with the Dock Company's business. The character of construction of the warehouses shall be in conformity with plans attached hereto and approved by the Wharf and Warehouses Committee.

20. Construction of warehouses in connection with London Goods Depot for accommodation of Dock Company.

21. Subject to powers being obtained from Parliament if necessary the Railway Company will grant and the Dock Company will take a lease of the said warehouses for a term of 99 years from the date of the completion thereof on the following terms but the Railway Company agree to commence the construction of the warehouses forthwith:—

21. Lease of warehouses to Dock Company.

(A) To the actual cost of the building works and hydraulic machinery and other appliances erected or provided for the Dock Company's exclusive use shall be added—

(1) All extra compensation costs or expenses paid or incurred by the Railway Company in respect of injury to ancient lights necessitated by the erection of the warehouses;

(2) All expenses of surveyors architects engineers and other disbursements properly incurred by the Railway Company in relation to the warehouses;

(3) Interest at the rate of four per cent. per annum on the sums from time to time expended by the Railway Company under this clause;

On the aggregate sum thus obtained the Dock Company shall pay as rent such a sum as will be equal to six per cent. per annum.

Rent of warehouses.

(B) The rent shall be payable on the usual quarter days and shall begin to accrue from the date of completion of the warehouses.

(C) The Dock Company shall pay all rates charges and assessments on the premises and shall keep the same in substantial repair and shall also keep the same fully insured in the joint names of the two Companies against loss or damage by fire.

Rates taxes insurance and repairs in relation to the warehouses.

(D) The Dock Company shall not have power without the consent of the Railway to assign sub-let or part with the possession of the premises.

Assignment or sub-letting of warehouses.

22. In case the gross tonnage carried by the Railway Company to and from the Tilbury Docks and the said London Goods Depot shall in any year after the opening of the docks be less than two hundred thousand tons the Dock Company shall forthwith after the expiration of such year pay to the Railway Company the rate per ton specified in article 11 on each ton of such deficit less the toll paid to the Great Eastern Company for the use of the Blackwall line and less the cost of working the said traffic between the docks and the said London Goods Depot.

22. Minimum traffic guarantee.

23. The engagement of the Railway Company under this agreement to provide additional train service shall be deemed to be fulfilled if such additional train service is provided simultaneously with the opening of the Tilbury Docks. The engagements of the Railway Company to provide other accommodation and facilities shall be deemed to be fulfilled if provided in time to meet the requirements of the dock traffic. All engagements of the Railway Company the

23. Definition of fulfilment of Railway Company's engagements.



A.D. 1888. performance of which involves the consent of other companies shall be conditional on such consent being obtained.

24. Revision of tolls rates and train service.

24. This agreement shall be subject to revision with regard to tolls rates and train service and composition of trains at the expiration of each period of 10 years from the opening of the Tilbury Docks.

25. Arbitration clause.

25. If any dispute question or controversy shall at any time arise between the parties hereto touching this agreement or any clause or thing herein contained or the construction hereof or any matter connected with these presents or the operation hereof or the rights duties or liabilities of either party in relation to the premises then and in every such case the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any subsisting statutory modification thereof and upon every such reference the arbitrators and umpire shall respectively have power to examine witnesses upon oath or affirmation and either to fix settle and determine the amount of costs of the reference and award respectively or incidental thereto to be paid by both parties or by either party or to direct the same to be taxed either as between solicitor and client or otherwise and to direct and award where and by and to whom such costs shall be paid and every or any such reference may be made a rule of Her Majesty's High Court of Justice on the application of either party and either party may instruct counsel to consent thereto for the other party.

The Seal of the East and West India Dock Company  
was affixed hereto in the presence of

E. H. BAILY  
Assistant Secretary.



The Seal of the London Tilbury and Southend Railway  
Company affixed hereto in the presence of

H. CECIL NEWTON  
Secretary.





The SCHEDULE hereinbefore referred to.

A.D. 1888.

*Scale of cartage rates for goods delivered to consignee's warehouse or collected from consignee's warehouse from and to the Goods Depot of the London Tilbury and Southend Railway Company in Whitechapel.*

Within a radius from the Depot of	Per Ton.	In lots of two tons and over per ton.	Minimum.
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
1 mile - - -	2 3	2 0	1 6
2 miles - - -	3 4	3 0	2 0
3 miles - - -	4 2	3 6	2 6
4 miles - - -	5 0	4 2	3 0
5 miles - - -	5 10	5 0	3 4
6 miles - - -	6 8	5 10	4 0

Schedule.

SMALLS.

Within a radius of 2 miles from the depot.	Within a radius of 5 miles from the depot.
<i>d.</i>	<i>d.</i>
Up to 14 lbs. - - - 4	Up to 14 lbs. - - - 6
15 lbs. to 28 lbs. - - - 6	15 lbs. to 28 lbs. - - - 8
29 lbs. to 84 lbs. - - - 8	29 lbs. to 84 lbs. - - - 10
85 lbs. to 112 lbs. - - - 10	85 lbs. to 112 lbs. - - - 12

PART II.

THE EAST AND WEST INDIA DOCK COMPANY AND THE LONDON TILBURY AND SOUTHEND RAILWAY COMPANY.

SUPPLEMENTAL AGREEMENT

*Dated 3rd December 1885.*

*Endorsed upon Principal Agreement dated 8th November 1883.*

SUPPLEMENTAL ARTICLES OF AGREEMENT made this third day of December one thousand eight hundred and eighty-five between the within named Dock Company of the one part and the within named Railway Company of the other part.

RECITAL.

Variation of principal agreement of 8th November 1883

The Companies agree that the within written agreement shall be and the same is hereby varied as follows:—

1. Article I thereof shall be and the same is hereby varied by the omission therefrom of the words "a well served luncheon buffet."

1. Luncheon buffet at Tilbury Station.



A.D. 1888.

2. Land for  
Tilbury Dock  
Station.

2. The land to be provided by the Dock Company pursuant to article 2 of the within written agreement shall be and is hereby accepted by the Railway Company as being the land shown on the plan annexed to the within written agreement marked A and thereon colored red provided that as regards the piece of land lying between the points A and B and colored striped red on the plan the Dock Company shall not convey the freehold of the land to the Railway Company but shall grant to the Railway Company the perpetual right of user thereof as a station yard only reserving nevertheless unto the Dock Company the right whenever occasion shall require to enter upon any and every portion of the said last mentioned piece of land and at their own expense to break up the surface thereof for the purpose of cleansing or repairing the culvert thereunder or doing any other works which may be required by the Rainham Commissioners of Sewers or other proper authority the Dock Company reinstating the surface and causing as little inconvenience to the Railway Company as may be.

3. Confirmation  
of principal  
agreement.

3. In all other respects the Companies confirm the within written agreement.

The Seal of the East and West India Dock Company  
was affixed hereto in the presence of

J. L. DU PLAT TAYLOR

Secretary.

The Seal of  
the East and West  
India Dock  
Company.

The Seal of the London Tilbury and Southend Railway  
Company was affixed hereto in the presence of

H. CECIL NEWTON

Secretary.

The Seal of  
the London  
Tilbury & South-  
end Railway  
Company.

### PART III.

THE EAST AND WEST INDIA DOCK COMPANY AND THE LONDON TIL-  
BURY AND SOUTHEND RAILWAY COMPANY.

### SECOND SUPPLEMENTAL AGREEMENT.

*Dated 9th September, 1886.*

ARTICLES OF AGREEMENT made this ninth day of September one thousand eight hundred and eighty-six between the East and West India Dock Company (hereinafter called the Dock Company) of the one part and the London Tilbury and Southend Railway Company (hereinafter called the Railway Company) of the other part.

RECITALS.  
Principal  
agreement of  
8th November  
1883.

Supplemental  
agreement of  
3rd December  
1885.

WHEREAS these presents are supplemental to articles of agreement dated the eighth day of November one thousand eight hundred and eighty-three and made between the Dock Company of the one part and the Railway Company of the other part (hereinafter called the principal agreement) and to supplemental articles of agreement of the third day of December one thousand eight hundred and eighty-five made between the same parties:



And whereas the Tilbury Docks mentioned in the principal agreement were opened for business on the seventeenth day of April last but the warehouses now being constructed by the Railway Company under the same agreement cannot be completed for a considerable time :

A.D. 1888.

Opening of  
Tilbury Docks  
on 17th April  
1886.

And whereas the Dock Company contend that under article 23 of the principal agreement the Railway Company are bound to complete the said warehouses in time to meet the requirements of the Tilbury Docks traffic and that if and for such period as the Railway Company failed so to do the Dock Company would not be liable to the obligation imposed on them by article 22 of the principal agreement :

Non-comple-  
tion of ware-  
houses for  
Dock Company  
at Commercial  
Road White-  
chapel.

And whereas the Railway Company maintain that article 23 of the principal agreement does not relate to the completion of the said warehouses and that the obligation imposed on the Dock Company by article 22 of the principal agreement is independent of the time of such completion :

Views of Dock  
and Railway  
Company re-  
spectively as to  
interpretation  
of principal  
agreement.

And whereas in order to avoid further controversy or litigation on the above-mentioned subjects and to settle all disputes connected therewith the Dock Company and the Railway Company have agreed upon the following stipulations :

Now it is hereby agreed as follows :—

1. In case the gross tonnage carried by the Railway Company to and from the Tilbury Docks and the London Goods Depot in the principal agreement mentioned shall in the first year from the day of the opening of the Tilbury Docks be less than 200,000 tons and the Dock Company shall prove to the reasonable satisfaction of the Railway Company that the tonnage so carried has included all goods which could have been sent by rail to and from the London Goods Depot then the Railway Company shall for such first year accept payment at the rate specified in article 11 of the principal agreement for the actual tonnage so carried.

1. Minimum  
traffic  
guarantee.

2. In any event however the Dock Company shall make payment to the Railway Company as for 100,000 tons whether the actual tonnage has or has not reached that amount subject to the deductions from such payment specified in article 22 of the principal agreement in respect of the number of tons not actually carried by the Railway Company: But after such first year article 22 of the principal agreement shall receive full effect.

2. Minimum  
traffic  
guarantee.

3. Upon the completion of the arches now being constructed and which are to afford a space of 30,000 superficial feet more or less under that portion of the said London Goods Depot which is colored red on plan No. 1 hereto annexed and the completion of the warehouses mentioned in article 21 of the principal agreement the Railway Company will grant and the Dock Company will take a lease of the same as cellars for the storage of indigo or other goods for the term of ninety-nine years mentioned in the said article 21 of the principal agreement but with power for the Dock Company to determine such lease of the said arches at the end of the first ten years thereof upon giving one year's previous notice under their seal: And the rent reserved by such lease shall be £500 for the first year £750 for the second year and £1,000 for the third and every subsequent year and shall be payable on the usual quarter days and shall begin to accrue from the date of completion of the said cellars and warehouses and such lease shall contain covenants by the Dock Company to the effect of

3. Cellarage at  
Commercial  
Road Depot  
for Dock  
Company.



A.D. 1888.

clauses C and D of the said article 21 of the principal agreement and a proviso that no goods of the kind or description mentioned in the schedule hereto shall be stored or deposited in such arches such goods being declared as of an inflammable character.

4. Temporary use of Hooper Square Warehouses White-chapel by Dock Company.

4. From the present time until one calendar month after the completion of the said warehouses the Dock Company shall have the free use of the wool warehouses recently purchased by the Railway Company from Messrs. Hyatt Parker & Co. and shall during that period pay all rates taxes assessments and outgoings in respect of the said wool warehouses and keep the same in substantial repair and insured in the joint names of the two companies in the sum of £40,000 against loss or damage by fire.

5. Cartage.

5. With regard to cartage and cartage rates it is hereby agreed that the principal agreement shall be explained and modified as follows:—

(A) All measurements for cartage purposes shall be taken from the point marked A on the said plan No. 1 hereto annexed the expression "within a radius from the depot" in the schedule to the principal agreement shall be construed as equivalent to "within a radius from the point A."

(B) In the case of all goods (including smalls) delivered to or collected from any point on the south side of the River Thames east of an imaginary line drawn from the said point A and passing through the easternmost point of the Bricklayers Arms Station the radius referred to in the schedule to the principal agreement shall not be measured in a straight line but shall be deemed to be the aggregate length of two straight lines whereof one shall be measured from the point A to the middle point of the bridge by which the Thames can most conveniently be crossed and the other line shall be measured from such middle point to the place of collection or delivery of the goods.

6. Temporary reduction in cartage rates.

6. From the opening of the Docks until the completion of the said warehouses the Railway Company will perform any cartage which under the principal agreement they may be required to perform between the said London Goods Depot and the Dock Company's existing warehouses in Billiter Street or Fenchurch Street or Crutched Friars and Jewry Street at a reduction of ten per cent. from the said scale of cartage rates as modified by the preceding article but such reduction shall not apply to any other cartage which the Railway Company may be required to perform during the period mentioned in this article.

7. Land for Dock Station at Tilbury.

7. The Railway Company having in the construction of the Dock Station mentioned in the principal agreement inadvertently encroached upon land of the Dock Company not intended to have been used for the same station. It is hereby agreed that the land colored red in plan No. 2 hereto annexed (which land includes such encroachments) shall be substituted for the land colored red in the plan referred to in the said agreement of the 3rd day of December 1885.

8. Confirmation of principal and supplemental agreements.

8. The said two Companies hereby respectively confirm the principal agreement as modified by the said agreement of the 3rd day of December 1885 and by this agreement and hereby agree that the provisions of this agreement shall take effect as if they had originally formed part of the principal agreement and



that in particular article 25 of the principal agreement shall apply to any dispute question or controversy relating to this agreement. A.D. 1888.

In witness whereof the said Companies have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The SCHEDULE above referred to.

Schedule.

Gunpowder.  
Nitro-glycerine.  
Dynamite.  
Gun cotton.  
Blasting powders.  
Fulminate of mercury or of other metals.  
Colored fires.  
Fog signals.  
Fireworks.  
Fuzes (not to include safety fuzes):  
Rockets.  
Percussion caps (not to include metal percussion caps):  
Detonators.  
Cartridges (not to include safety cartridges as defined in section 108 of the Explosives Act 1875).  
Ammunition of all descriptions.  
Petroleum.  
Naphtha.

The Common Seal of the East and West India Dock Company affixed in the presence of

J. L. DU PLAT TAYLOR  
Secretary and General Manager.



The Common Seal of the London Tilbury and Southend Railway Company was hereunto affixed in the presence of

H. CECIL NEWTON  
Secretary.





A.D. 1888.

PART IV.

THE EAST AND WEST INDIA DOCK COMPANY AND THE LONDON TILBURY  
AND SOUTHEND RAILWAY COMPANY.

THIRD SUPPLEMENTAL AGREEMENT.

*Dated 6th October 1887.*

ARTICLES OF AGREEMENT made this 6th day of October 1887 between the East and West India Dock Company (hereinafter called the Dock Company) of the one part and the London Tilbury and Southend Railway Company (hereinafter called the Railway Company) of the other part.

RECITALS.

Principal agreement of 8th November 1883.  
Supplemental agreement of 3rd December 1885.  
Second supplemental agreement of 9th September 1886.  
Lapse of second supplemental agreement of 9th September 1886.  
Proposed classified rates and estimate of traffic for year ending 17th April 1888 (called the current year).

WHEREAS these presents are supplemental to articles of agreement dated the eighth day of November one thousand eight hundred and eighty-three and made between the Dock Company of the one part and the Railway Company of the other part (hereinafter called the principal agreement) and to a first supplemental agreement between the same parties dated the third day of December one thousand eight hundred and eighty-five and to a second supplemental agreement between the same parties dated the ninth day of September one thousand eight hundred and eighty-six :

And whereas the arrangements made by articles 1 and 2 of the said second supplemental agreement expired on seventeenth day of April last :

And whereas the Dock Company have represented to the Railway Company that the development of the Dock Company's traffic would be promoted by the temporary adoption of classified rates in lieu of the all round rate of 4s. 6d. per ton specified in article 11 of the principal agreement and have submitted to the Railway Company an estimate of the traffic which during the year from the eighteenth day of April one thousand eight hundred and eighty-seven to the seventeenth day of April one thousand eight hundred and eighty-eight inclusive (hereinafter called the current year) can be carried between the Railway Company's London Goods Depot and the Tilbury Docks at the classified rates mentioned in such estimate and such estimate is as follows (that is to say) :—

Character of goods.	Tonnage.	Rate per ton.	Total charge for carriage.
	Tons.	s. d.	£ s. d.
General goods - - -	45,000	4 6	10,125 0 0
Flour grain oil cake seeds rice hides and skins.	35,000	2 9	4,812 10 0
Wool collected from up town warehouses for shipment at Tilbury.	17,000	3 0	2,550 0 0
Parcels of dates dried fruits American provisions &c.	15,000	3 3	2,437 10 0
		Total -	£19,925 0 0

And whereas the Railway Company have agreed to suspend for the current year the operation of articles 11 and 22 of the principal agreement to the extent and on the terms hereinafter expressed :



NOW IT IS HEREBY AGREED as follows:—

A.D. 1888.

1. During the current year the Railway Company will accept for the carriage of goods of the several classes specified in the said estimate the classified rates therein mentioned in lieu of the all round rate specified in article 11 of the principal agreement.

1. Classified rates for current year.

2. During the current year the Dock Company will pay to the Railway Company the minimum sum of twenty thousand pounds by equal monthly payments the first five of such payments having already been made the next payment is to be made as on the eighteenth day of October one thousand eight hundred and eighty-seven and a like payment on the eighteenth day of each subsequent month.

2. Minimum payment to Railway Company for current year.

3. Immediately after the expiration of the current year an account shall be taken of the quantity of goods of each of the said several classes actually carried during such year and of the total charge for carriage in each such class.

3. Mode of preparing and adjusting accounts for current year.

4. If on taking such account it shall be found that the total quantity of "general goods" carried during the current year is less than forty-five thousand tons the Railway Company shall nevertheless be credited with that quantity of "general goods" and the quantity so credited in excess in respect of general goods shall be deducted in equal third parts from the quantity actually carried of each of the other three classes of goods. For example if the quantity of "general goods" actually carried be thirty-five thousand tons then for the purposes of the said account the quantity actually carried of each of the other three classes of goods shall be reduced by three thousand three hundred and thirty-three tons.

5. If on taking such account the total charge for carriage payable to the Railway Company shall be found to exceed twenty thousand pounds the amount of such excess shall be forthwith paid by the Dock Company to the Railway Company but if such total charge shall be found to be less than twenty thousand pounds the Railway Company shall nevertheless retain the whole of the said monthly payments which are intended as a minimum payment for carriage of goods of the classes aforesaid and are not to be subject to the deductions specified in article 22 of the principal agreement or any other deduction or rebate whatever.

6. Whenever warehouse accommodation is required for any goods classed in the said estimate at the rate of 2s. 9d. per ton the Railway Company shall have the option of warehousing the same in their own warehouses at their London Goods Depot at such charges as they may think fit after the expiry of the term covered by the Dock Company's landing rate which shall in no case exceed fourteen days from final landing.

6. Option of warehousing certain goods reserved to Railway Company.

7. With respect to goods which being of a class inferior to the classes hereinbefore mentioned are not of sufficient value to bear a rate of 2s. 9d. per ton between the Tilbury Docks and London the Dock Company shall whenever they have the control of any such goods offer the carriage and delivery thereof to their destination or to the warehouse selected by the Dock Company for their storage to the Railway Company at such rates as may in each individual case be agreed upon between the agents or officers of the two companies it being expressly agreed that the Railway Company shall have the option of carrying and delivering such goods as aforesaid in every case in which no other carrier is

7. Special rates for low class goods.



A.D. 1888. willing to take the same at a lower rate than the Railway Company: Provided always that no goods carried by the Railway Company at a lower rate than 2s. 9d. per ton shall in any way be taken into consideration in taking the account hereinbefore mentioned.

8. Reversion to principal agreement in certain events.

8. If the Dock Company shall in any respect fail to carry out on their part the stipulations of this agreement articles 11 and 22 of the principal agreement shall be held applicable for the whole of the current year and the monthly payments made to the Railway Company under this agreement shall be deemed payments on account of the sums payable under the same two articles.

9. Duration of agreement.

9. At the expiration of the current year articles 11 and 22 of the principal agreement shall receive full effect.

10. Provision for flour and other traffic at Commercial Road Depot.

10. The Railway Company will forthwith suitably floor light and ventilate all or so much of the arches under the depot as may from time to time be required for the due and proper storage of flour and other articles hereinbefore mentioned as being subject to the rate of 2s. 9d. per ton.

11. Confirmation of principal agreement and as to arbitration.

11. The two Companies hereby respectively confirm the principal agreement as modified by the said first and second supplemental agreements and by this agreement and hereby agree that the provisions of this agreement shall take effect as if they had originally formed part of the principal agreement and that in particular article 25 of the principal agreement shall apply to any dispute question or controversy relating to this agreement.

In witness whereof the Dock Company and the Railway Company have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The Common Seal of the East and West India Dock Company affixed in the presence of

J. L. DU PLAT TAYLOR  
Secretary and General Manager.



The Common Seal of the London Tilbury and Southend Railway Company was hereunto affixed in the presence of

H. CECIL NEWTON  
Secretary





PART V.

A.D. 1888.

1. In lieu of the all round rate of four shillings and six pence per ton specified in article 11 of the principal agreement the Railway Company shall receive and will accept the classified rates specified in the agreement set out in the Fourth Part of this schedule and article 11 of the principal agreement shall be read and have effect as if such classified rates had been inserted therein in lieu of the all round rate therein specified and articles 6 7 and 10 of the said agreement set out in the Fourth Part of this schedule shall continue to be in force and be binding on the joint committee and the Railway Company respectively.

2. The operation of article 22 of the principal agreement shall be suspended for a period of five years from the commencement of the working union and during such period of five years the following provisions shall take effect:—

In case the gross tonnage carried by the Railway Company to and from the Tilbury Docks and the London Goods Depot mentioned in the said agreement shall in the first second or third year from the commencement of the working union be less than 120,000 tons per annum or shall in the fourth or fifth year from the commencement of the working union be less than 150,000 tons per annum there shall be paid to the Railway Company in each year a sum equal to two shillings per ton on the amount of the deficiency. Such sum shall be paid immediately after the expiration of the year in respect of which the deficiency arises and shall not be subject to any deduction whatsoever.

3. All moneys payable to the Railway Company under the scheduled agreements or under these modifications shall be paid by the joint committee as part of the working expenses of the working union.

4. In respect of the period between the 17th day of April 1888 and the commencement of the working union article 22 of the principal agreement shall be read and take effect as if in lieu of the word "year" there had been inserted the words "period between the 17th of April 1888 and the commencement of the working union" and the guaranteed tonnage referred to in article 22 shall be in the proportion which the time from the 17th April to 31st December 1888 bears to the whole year.

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