CHAPTER cciii.

An Act for empowering the Brentford and Isleworth Tramways Company to construct new Tramways and Roads in the county of Middlesex, to extend the time for making and completing the Tramways authorised by the Brentford and Isleworth Tramways Extension Act, 1880, and for other purposes. [20th August 1883.]

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WHEREAS it is expedient that the Brentford and Isleworth Tramways Company, incorporated by the Brentford and Isleworth Tramway Act of 1879 (in this Act called "the Company"), should be empowered to lay down, make, and maintain the new Tramways in the parishes of Isleworth and Ealing and the townships of New and Old Brentford in this Bill particularly described:

And whereas the widening of the existing roads between High Street, Brentford, and the Butts, in the township of New Brentford, and the construction of new Roads between Boston Lane and Lionel Road, in the township of Old Brentford, all in the county of Middlesex, would be of public and local convenience:

And whereas it is expedient that provision be made for the dedication of the new Roads to the public, and for the vesting thereof in the Brentford Local Board:

And whereas by the Brentford and Isleworth Tramways Act, 1880, the Company were empowered to lay down and maintain new Tramways in the parishes of Isleworth, Heston, and Twickenham, and whereas it is expedient that the time limited by the said Act of 1880 for completing the Tramways thereby authorised should be further extended:

And whereas it is expedient that the Company on the one hand, and the Local Board for Brentford (hereinafter called "the Local Board") on the other hand, be authorised to enter into and carry

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into effect agreements with respect to the construction and maintenance of the works of the Company, and the dedication of the intended Road to the public, and that the Company and the Local Board be respectively empowered to contribute towards the expense of making and maintaining the Road, and to apply their respective funds and to levy rates and borrow money for that purpose:

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of this Act:

And whereas plans and sections showing the lines and levels of the Tramways and new Roads by this Act authorised and books of reference to those plans have been deposited with the clerk of the peace for the county of Middlesex, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference:

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 for all purposes as the Brentford and Isleworth Tramways and New Roads Act, 1883.

Incorporation of General Acts.

2. Section 3 (Interpretation of terms), section 19 (Local authority may lease or take tolls), and Parts II. and III. of the Tramways Act, 1870, and the Lands Clauses Consolidation Acts, 1845, 1860, and 1869 (except so far as the provisions of those Acts are varied by or excepted from or inconsistent with this Act) are incorporated with and form part of this Act. Part II. of the Railways Clauses Act, 1863 (relating to the Extension of Time) is incorporated with and forms part of this Act, and shall for the purposes of this Act apply as if the word "tramway" were therein substituted for the word "railway," and the provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters, that is to say:—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of borrowed money into capital;

The consolidation of shares into stock; and

The provision to be made for affording access to the special Act, and

Part I. (relating to Cancellation and Surrender of Shares) and Part II. (relating to Additional Capital) of the Companies Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or in part incorporated herewith, shall have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expressions "the Tramways" and "the undertaking" shall respectively mean the Tramways by this Act authorised and the undertaking of the Company:

The expression "two justices" shall mean two justices assembled and acting together in Petty Sessions, or a Metropolitan Police Magistrate sitting alone.

The word "streets" includes streets, squares, courts, alleys, highways, roads, thoroughfares, or public passages or places.

The expression "the new Roads" means the new Roads by this Act authorised.

For the purposes of this Act the word "contingencies" in section 122 of the Companies Clauses Consolidation Act, 1845, shall be construed to include the contingency of the undertaking being sold to the local authority under section 43 of the Tramways Act, 1870, at a sum less than the aggregate amount of the capital and debts of the Company; and

For the purposes of this Act the expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act, and in any Act wholly or in part 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.

Power to make Tramways.

4. Subject to the provisions of this Act the Company may make and maintain, form, lay down, work, and use the Tramways and new Roads hereinafter described in the lines and according to the levels shown on the deposited plans and sections, and except as hereinafter provided with regard to the new Roads in all respects in accordance with those plans and sections, with all proper rails, plates, works, and conveniences connected therewith, and may enter upon, purchase, and take such of the lands delineated on the said plans and described in the deposited books of reference other than

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those hereinafter expressly excepted as they may require for the purposes of this Act. The Tramways and new Roads hereinafter referred to are:—

1. A tramway (No. 1) single line 8.30 chains in length commencing at or near the eastern approach to the Brentford County Bridge, and terminating in the High Street, opposite, or nearly so, to the centre of the Town Hall.
2. A tramway (No. 2) single line, 1 furlong 7.20 chains in length, commencing by a junction with the intended Tramway No. 1 at its termination as above described, and terminating in the road called the Butts, at or near the junction of that road with Boston Lane, and 8 yards or thereabouts north-west of the north-western corner of the Seven Stars Public-house.
3. A tramway (No. 3) single line, 2 furlongs 8 chains in length, commencing by a junction with the intended Tramway No. 2 at its termination as above described, and terminating in Ealing Lane, at the west side thereof, and 7 yards or thereabouts south of the south side of the public-house known as the Princess Royal Inn.
4. A tramway (No. 4) single line, 3 furlongs 9.40 chains in length, commencing by a junction with the intended Tramway No. 3 at its termination as above described, and terminating at the western side of Lionel Road, 60 yards or thereabouts (measured along the line of road) north-west of the centre line of the North and South Western Junction Railway, where the said railway passes under the said Lionel Road.
5. A tramway (No. 8), a passing-place single line, 4.60 chains in length, commencing by a junction with the intended line of Tramway No. 1, opposite, or nearly so, to the west side of the public-house known as the Magpie and Crown, and terminating by a junction with the intended line of Tramway No. 2 in the Market-place, in a line with the south side of the Town Hall Brentford.
6. A tramway (No. 9), a passing place single line, 3.40 chains in length, commencing by a junction with the intended line of Tramway No. 2, 15 yards or thereabouts north-west of the northernmost end of the said Market-place, measured along the line of the said intended Tramway, and terminating by a junction with the intended Tramway No. 2 in the Butts, opposite, or nearly so, to the road leading from the Butts to Brent House.
7. A tramway (No. 10), a passing place single line, 1.60 chains in length, commencing by a junction with the intended Tram-

way No. 3, 15 yards or thereabouts east of its commencement as above described, and terminating by a junction with the said intended Tramway 50 yards or thereabouts east of its commencement.

8. A tramway (No. 11), a passing place single line, 1.36 chains in length, commencing by a junction with the intended line of Tramway No. 3, 50 yards or thereabouts west of its termination as above described, and terminating 20 yards or thereabouts west of the said termination.

9. Road (No. 1), or widening of existing road, leading from High Street to the Butts, 6.10 chains in length, commencing by a junction with the High Street, Brentford, on the east side of and within the Market-place, Brentford, and terminating by a junction with the open space or road known as the Butts, at the north end of the existing road leading from the High Street to the Butts.

10. Road (No. 2), 3 furlongs 8.70 chains in length, commencing by a junction with Boston Road, 15 yards or thereabouts north of the northern end of the Seven Stars public-house, and terminating at or near the southern end of the southern approach to the Clayponds Lane Bridge over the South Western Railway, all in the parish of Ealing.

11. Road (No. 3), 2 furlongs 5 chains in length, commencing by a junction with the northern approach road to Clayponds Lane Bridge above described, and 30 yards or thereabouts south of the lodge gates leading to Clayponds House, and terminating by a junction with the public road numbered on the deposited plans 38 in the parish of Ealing and known as Lionel Road.

Power to make subsidiary works.

5. Subject to the provisions of this Act, and within the limits defined in the deposited plans, the Company may in connection with the new Roads and as part and for the purposes thereof, make junctions and communications with any existing streets intersected or interfered with by or contiguous to the new Roads within the limits of deviation shown on the deposited plans, and may alter the levels of any street or remove or alter any sewer, drain, pipes, tubes, or lamp posts within the limits shown on the deposited plans making full compensation to all persons injuriously affected by any such work, alteration or removal.

For increasing number of Directors and quorum.

6. Notwithstanding anything in the Act of 1879 contained the Company may from time to time increase the number of directors, provided that the number shall not at any time exceed five, and may again from time to time reduce the number of directors,

provided that the number shall not at any time be less than three, and when the number of directors exceeds three the quorum for meetings of directors shall be three.

For protection of County Roads.

7. The Company shall execute the works by this Act authorized so far as the same affect any main roads in the county of Middlesex as defined by the Highways and Locomotives Amendment Act 1878 subject to the following conditions viz.:

The Company shall not commence or execute any works as aforesaid unless and until they have first delivered to the surveyor of Middlesex County Bridges, plans, drawings and specifications of the works intended to be executed nor until the same plans, drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand. Provided always that if the said surveyor shall fail to approve of the works for one month after the plans, drawings and specifications thereof have been delivered to him then the Company shall not execute or commence any such works as aforesaid unless and until plans, drawings and specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company.

The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor whose charges incident to the approval of the said plans, drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the satisfaction of the said surveyor.

For protection of Lady Delpierre and her Trustees.

8. And whereas Sophia Jane Lateward Croft Delpierre is or claims to be tenant for life and Edward Tegart and Henry John Simonds are or claim to be the Trustees under a settlement of the lands in the parish of Ealing, through which part of the Road, in this Act described as commencing by a junction with the Boston Road and terminating at or near the southern end of the southern approach to the Clayponds Lane Bridge over the South-Western Railway, all in the parish of Ealing, is intended to be made, and an Agreement has been entered into between the Company and the said parties with reference to the construction of the said Road through the said lands, which Agreement is contained in Schedule B to this Act: Be it enacted that the said Agreement is hereby confirmed and the same shall be carried into effect by the parties thereto, and it shall not be lawful for the Company to enter upon take or use any lands shewn on the deposited plans belonging or

claimed to belong to the said Sophia Jane Lateward Croft Delpierre, Edward Tegart, and Henry John Simonds, under the said settlement, other than and except so much of the said lands as may be required for the site of the said Road to be constructed of a width not exceeding 40 feet, as in the said agreement mentioned, without the consent in writing of the said Sophia Jane Lateward Croft Delpierre or her assigns, and the said Edward Tegart and Henry John Simonds their heirs or assigns.

For protection of Lady Edwardes.

9. An Agreement dated the 2nd June, 1883, and made between Dame Louisa Mary Ann Edwardes of the one part and the Company of the other part and contained in Schedule C to this Act annexed is hereby confirmed and authorised to be carried out by the Company.

For protection of Charlotte Baroness de Rothschild.

10. Notwithstanding anything in this Act contained the following provisions for the protection of Charlotte Baroness de Rothschild of Gunnersbury Park, Middlesex, Sir Nathaniel Mayer de Rothschild, Baronet, Alfred Charles de Rothschild and Leopold de Rothschild of New Court, St. Swithin's Lane, in the city of London (who and whose heirs, executors, administrators, and assigns, or agents are hereinafter referred to as and included in the expression, "the owners"), shall unless otherwise agreed between the owners and the Company, have effect that is to say:—

1. Notwithstanding anything in this Act contained, or shown on the deposited plans or sections, the Company shall not construct that portion of the proposed Road shown on the deposited plans as lying to the eastward of Lionel Road, and between that road and Gunnersbury Lane, nor enter upon, take, or use any portion of the properties numbered respectively on the said plans, 39, 40, 41, 42, 43, 44, 45 and 46 in the parish of Ealing.
2. The Company shall not acquire compulsorily under the powers of this Act, any portion of the properties numbered respectively on the deposited plans, 35 and 36, in the parish of Ealing, but the owners shall grant to the Company an easement or right of constructing the Road (No. 3) of a width of 40 feet across the said properties, in such line as may be approved by the owners and the Company shall not enter upon or interfere with any portion of the said respective properties other than the portion over which the said Road shall be so constructed.
3. The Company shall complete the portion of the said Road (No. 3), which will be made across the said properties numbered 35 and 36, and shall properly make up and metal

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the roadway thereof with proper gravelled footpaths on either side of such roadway with such foundations and materials as the owners may prescribe, and shall provide all necessary and proper granite kerbs, and channels, sewers and other incidental works in or under the same to the satisfaction of the owners.

4. The Company shall plant on either side of the said portion of the said Road, or on the land of the owners abutting thereon as the owners shall select, but subject to the consent of the Local Board, ornamental trees of a kind to be approved by the owners at intervals of not more than 25 feet.

5. The said Road (No. 3) shall not be deemed to be completed unless and until all the provisions of this section shall have been complied with.

For protecting bridges over London and South-Western Railway.

11. In constructing the Tramways upon the Bridges carrying Ealing Lane and Clayponds Lane respectively (hereinafter called the South-Western Bridges) over the Loop Line near Brentford Station of the London and South-Western Railway Company (hereinafter called the South-Western Company) the following provisions shall apply:

(*a*) The Company shall give one month's notice in writing to the South-Western Company of the intention to commence the construction of the Tramways upon the South-Western Bridges and shall at the same time submit sufficient plans, sections, details of construction, with specifications or other information to shew the nature of the construction of the Tramways on those bridges, or either of them, and on any of the approaches thereto.

(*b*) The works on each of the South-Western Bridges shall be executed under the superintendence and to the reasonable satisfaction of the South-Western Engineer and the cost thereof and of any reasonable supervision by the South-Western Company shall be borne by the Company.

(*c*) From and after the construction of the Tramways upon the South-Western Bridges and approaches thereto by this Act authorised the Company shall relieve the South-Western Company from the maintenance or expenses of maintenance as the case may be of the roads including footpaths on those Bridges and the approaches thereto as at present constructed, and in case any difference shall arise as to the amount of the expenses or the proportion thereof from which the South-Western Company is to be relieved the amount shall be determined by an engineer to be appointed on the application of

either the Company or the South-Western Company by the President for the time being of the Institution of Civil Engineers in London.

(*d*) In the event of the South-Western Company widening or extending the South-Western Bridges or either of them the Company shall bear any expense of alterations of the Tramways constructed thereon or any approaches thereto.

Power to divert footpaths, &c.

12. The Company may alter and divert any cartway and footpaths respectively shown on the deposited plans as intended to be altered or diverted so far as the same are within the limits of deviation marked upon the said plans, and on the completion of such diversion may stop up any portion thereof within the said limits of deviation, and thereupon all rights of way in and over the portion so stopped up, shall be extinguished, and the site and soil so far as the same is bounded on both sides by lands of the Company shall vest in the Company.

Corrections of errors in deposited Plans and Books of Reference.

13. If there be any omission, misstatement, or wrong description of any lands, or of the owners, lessees, or occupiers of any lands shown on the deposited plans and specified in the deposited books of reference, the Company after giving ten days notice to the owners, lessees, and occupiers of the lands in question may apply to two justices for the correction thereof, and if it shall appear to such justices that such omission, misstatement, or erroneous description arose from mistake, they shall certify the same accordingly, and they shall in such certificate state the particulars of any such omission, and in what respect any such matters shall have been misstated or erroneously described, and such certificate shall be deposited with the clerk of the peace for the county of Middlesex, and such certificate shall be kept by such clerk of the peace along with the other documents to which it relates, and thereupon such plans and books of reference shall be deemed to be corrected according to such certificate, and the Company may proceed with the works in accordance with such certificate.

Power to stop streets during the construction of works.

14. It shall be lawful for the Company during the construction of the works by this Act authorised and with the consent of the local and road authorities, and according to such regulations as the local and road authorities may respectively prescribe, to stop up or cause to be stopped up all or any part of the carriageways or footways of streets within the limits of deviation shown on the deposited plans which they shall think necessary for the purposes of this Act to be stopped up and for that purpose to put or cause to be put up sufficient palisades, bars, posts and other erections.

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Deviations from lines on Plans and Sections.

15. The Company may in the construction of the new Roads deviate from the lines thereof to the extent shown upon the deposited plans, and the Company may deviate from the levels of the new Roads, as marked on the deposited sections, to any extent not exceeding five feet.

Powers for compulsory purchase of land limited.

16. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

17. If the Tramways which are by this Act authorized and which are dependent upon the making any particular new Road or street improvement are not completed within one year after the making of such new Road or street improvement and if the other Tramways by this Act authorized are not completed within two years from the passing of this Act, then at the expiration of those respective periods the powers by this Act granted to the Company for making the Tramways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Powers of sale and lease of land not to be restricted.

18. Nothing in this Act shall be construed to prevent the Company from selling for building or other purposes (subject to the provisions of section 127 of the Lands Clauses Consolidation Act, 1845, as incorporated in this Act) any land acquired by them under this Act, and not required for the carriage or footway of the new Roads, or from demising any such land on lease, or from themselves building upon, or otherwise disposing of the same as they may think fit.

Extension of time for making Tramways.

19. The time limited by the Brentford and Isleworth Tramways Act, 1880, for making and completing the Tramways authorised by that Act shall be and the same is hereby extended and enlarged until the expiration of one year from the twenty-sixth day of August one thousand eight hundred and eighty-three.

Power to raise additional capital.

20. The Company may subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional capital not exceeding in the whole seventy thousand pounds, by the issue at their option of new ordinary shares: Provided that the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same, unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Calls.

21. One-fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls.

Receipt clause in case of persons not sui juris.

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

Power to borrow in respect of additional capital.

23. In addition to the sums which the Company are already authorised to borrow, they may from time to time borrow on mortgage of the undertaking in respect of the additional capital of seventy thousand pounds by this Act authorised to be raised, by shares, any sums not exceeding in the whole seventeen thousand five hundred pounds but in no case shall any part of the said sum of seventeen thousand five hundred pounds be borrowed until the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act 1845, before he so certifies that shares for the whole of the capital have been issued and accepted, and that one-half of such capital has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before, or at the time of the issue or acceptance thereof, and that such shares were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same, and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

24. The mortgagees for the time being of the undertaking may from time to time enforce the payment of arrears of interest or principal or principal and interest due to any such mortgagees 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 application for the appointment of such receiver shall be made, shall not be less than two thousand pounds in the whole.

Debenture stock.

25. The Company shall not create and issue debenture stock.

Mortgage to comprise purchase-money paid on compulsory sale.

26. Every mortgage of the Company's undertaking shall be deemed to comprise all purchase-money which may be paid to the Company in the event of a compulsory sale to the local authority, under section 43 of the Tramways Act, 1870, and may comprise all or any moneys carried to the contingency fund according to the terms of the mortgage.

Endorsement of notice of power of

27. Every mortgage deed granted by the Company under this Act shall be endorsed with a notice that such mortgage will not be

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future purchase by the local authority.

a charge upon the Tramways, or the Tramway undertaking, in the event of its being purchased by a local authority under section 43 of the Tramways Act, 1870.

Priority of mortgages over other debts.

28. All moneys raised on mortgage by the Company under this Act, and the interest due thereon, shall have priority against the Company and the property from time to time of the Company over all other claims on account of debts incurred or engagements entered into by the Company, after the passing of this Act; but this priority shall not affect any claim against the Company in respect of any rent-charge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act, 1845, or the Lands Clauses Consolidation Acts Amendment Act, 1860.

Existing mortgages to have priority.

29. All mortgages granted by the Company in pursuance of the powers of the Acts of 1879 and 1880, or either of them, and subsisting at the passing of this Act, shall, during the continuance of such mortgages, and subject to the provisions of the said Acts respectively have priority over any mortgages granted by virtue of this Act.

Application of moneys.

30. Subject to the provisions herein contained, all money to be raised under the provisions of this Act, whether by means of shares or borrowing, shall be applied only to the purposes of this Act and to the general purposes of the Company's undertaking, being in every case purposes to which capital is properly applicable.

Mode of formation of Tramways.

31. Every Tramway laid down by the Company under the authority of this Act shall be formed with steel rails laid and maintained in such manner as to be on the level with the surface of the street, except as hereinafter provided, and shall be constructed on a gauge of four feet eight and a-half inches, and the said rails shall be such as the Board of Trade may approve.

Traffic in roads not to be impeded.

32. During the construction of any works by this Act authorised in any road the Company shall make such arrangements in relation to the execution of such works as may in the opinion of the Local Board be proper for preventing the traffic along such road from being unnecessarily impeded.

Paving with granite High Street, Brentford.

33. The Tramway Company, if the Local Board being the road authority deem it necessary, shall lay with granite the sides of High Street, Brentford, wherever a less width than five feet intervenes between the nearest rail and the kerb.

Standard width of new roads.

34. The Company shall lay out their new Roads of a width not less than forty feet, including footpaths, except so far as regards any road or roads already approved by the Local Board at the time

of the passing of this Act, or roads crossing over Railway Bridges, and except as to the width thereof in accordance with the bye-laws of the Local Board. No shops shall be built by the Company in any of the new Roads east of the Half Acre and within the jurisdiction of the Local Board without the previous consent in writing of the said Local Board.

Contributions by the Company to widening of Clayponds Bridge.

35. If within five years after the new Roads are completed and opened for public traffic, it shall in the opinion of the Local Board, in consequence of the construction of the Tramway, become necessary to widen the Clayponds Road Bridge over the London and South Western Railway, such widening shall be effected by the Local Board and the Company shall contribute the sum of five hundred pounds towards the expenses incurred in carrying out such widening, and shall convey to the Local Board, free of cost, so much of their land as may be necessary for forming the Bridge approaches.

Raising of level of the Butts Road.

36. Notwithstanding any provision to the contrary in the Tramways Act 1870 or in this Act, the Company shall be authorised by this Act to lay the level of their rails above the level of the existing road over the land known as the Butts, and to raise the centre of the road for that purpose so as to enable the Local Board to give a better cross section to the same. Any alteration of the said road rendered necessary for carrying out the works by this section authorised shall be made and done by the Company to the satisfaction of the Local Board or their surveyor.

Roads to be maintained by Company for two years after completion.

37. The Roads by this Act authorised, when constructed, shall be maintained by and at the cost of the Company for two years from the completion thereof, of which completion a certificate of two justices shall be conclusive evidence, and which certificate two justices shall give on such completion being proved to their satisfaction.

Dedication, &c., of roads to the public.

38. When and so soon as the Roads by this Act authorised shall have been completed, the Company may and shall dedicate them to the public, and they shall thereupon become and shall for ever thereafter be public highways, and (subject as aforesaid to the maintenance thereof by the Company for two years after completion) shall be repairable by the Local Board as the road authority.

Company to adopt improvements if required by the Board of Trade.

39. The Board of Trade may from time to time, upon the application of the local authority or road authority, require the Company to adopt and apply such improvements in the Tramways, including the rails thereof, as experience may from time to time

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suggest, having regard to the greater security of the public and advantage to the ordinary traffic; and the Company shall, with all reasonable dispatch, comply with any order made by the Board of Trade for the purpose of carrying out such improvements.

Further provisions as to construction of Tramways.

40. In addition to the requirements of section 26 of the Tramways Act, 1870, the Company shall, at the same time as they give notice to the road authority of their intention to open or break up any road for the purpose of constructing, laying down, maintaining, and renewing any of the Tramways, lay before the Board of Trade a plan, showing the proposed mode of constructing, laying down, maintaining, and renewing such Tramways, and a statement of the materials intended to be used therein, and the Company shall not commence the construction, laying down, maintenance, and renewal of any of the Tramways, or part of any of the Tramways respectively, until such plan and statement have been approved by the Board of Trade; and after such approval the works shall be executed in accordance, in all respects, with such plan and statement, and under the superintendence, and to the reasonable satisfaction of the surveyor for the time being of the road authority, as provided by section 26 of the said Act.

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

41. Whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the ninth year of the reign of her present Majesty, chapter 20, a sum of six thousand pounds being five per centum upon the amount of the estimate in respect of the Tramways numbered 1 to 15 inclusive shown on the deposited plans and sections and proposed to be authorised by the Bill for this Act as introduced into Parliament has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, and whereas Tramways numbered 5, 6, 7, 12, 13, 14 and 15 were struck out of the Bill during its progress through Parliament and the sum of three thousand one hundred and ninety pounds is five per centum upon the estimate in respect of the Tramways authorised by this Act (which last mentioned sum is referred to in this Act as the deposit fund): Be it enacted that, notwithstanding anything contained in the said Act, the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons, survivors or survivor, are or is in this Act referred to as the depositors) unless the Company shall, previously to the expiration of the period limited by this Act for completion of the Tramways, open the same for the public conveyance of

passengers: Provided that, if within such period as aforesaid the Company open any portion of the Tramways for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the Tramways opened as aforesaid, and the portion of the deposit fund, which bears to the whole of the deposit fund the same proportion as the length of the Tramway so opened bears to the entire length of the Tramways hereby authorised, the Court shall, on the application of the depositors, order the portion of the deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct, and the certificate of the Board of Trade shall, if signed by the secretary or an assistant secretary of that Board, be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

42. If the Company do not, previously to the expiration of the period limited for the completion of the Tramways, complete the same and open them for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the "London Gazette," shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Tramways or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and also in compensating all road authorities for the expense incurred by them in taking up any Tramway or materials connected therewith placed by the Company in or on any road vested in or maintainable by such road authorities respectively, and in making good all damage caused to such road by the construction or abandonment of such Tramways, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit, and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the

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solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable, as hereinbefore mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Release of part of deposit.

43. On the application of the persons named in the warrant or order issued in pursuance of the said Act of the ninth year of Her present Majesty, chapter twenty, or of the survivors or survivor of them, or of the executors or administrators of the survivor by petition in a summary way, at any time after the passing of this Act, the High Court of Justice (Chancery Division) may and shall order that the sum of two thousand eight hundred and ten pounds (being the balance of the said sum of six thousand pounds), and the interest and dividends thereof, shall be transferred and paid to the persons or person so applying, or to any other person or persons whom they or he may appoint on that behalf.

Inspection by Board of Trade.

44. The Tramways shall not be opened for public traffic until they have been inspected and certified to be fit for such traffic by the Board of Trade.

Tramways to be kept on level with surface of roads.

45. If and whenever after the passing of this Act the road authority shall alter the level of any road along or across which any part of the Tramway is laid, the Company may and shall from time to time alter or (as the case may be) lay their rails so that the uppermost surface thereof shall be on a level with the surface of the road as altered.

Penalty for not maintaining rails and roads.

46. The Company shall at all times maintain and keep in good condition and repair, and so as not to be a danger or annoyance to the ordinary traffic, the rails of which any of the Tramways for the time being consist and the substructure upon which the same rest, and if the Company at any time make default in complying with this provision or with any of the requirements of section 28 of the Tramways Act, 1870, they shall for every such offence be subject, on information laid or complaint made, to a penalty not exceeding five pounds, and in case of a continuing offence to a further penalty

not exceeding five pounds for every day after the first on which such default continues, and such penalty may be recovered as by section 56 of the said Act is provided.

Power to Board of Trade to inquire as to maintenance of rails and roads.

47. In any case in which it is represented in writing to the Board of Trade by the road authority of any district in which the Tramways or any portion thereof are or is situate, or by twenty inhabitant ratepayers of such district, that the Company have made default in complying with the provisions in the preceding section contained, or with any of the requirements of section 28 of the Tramways Act, 1870, the Board of Trade may, if they think fit, direct an inquiry by an officer, to be appointed by the said Board, such inquiry to be conducted in the manner provided by section 63 of the Tramways Act, 1870, and if the Board of Trade shall certify, under the hand of a secretary or assistant secretary of the Board, that the default mentioned in such representation has been proved to the satisfaction of the Board, the Company shall make good such default in the manner and within the time specified in such certificate, and if they fail to do so shall be subject to such penalty or penalties in respect of such failure as is or are by the preceding section imposed.

Sanitary authority to have access to sewers.

48. Every sanitary authority shall at all times have free access to and communication with all their sewers and drains, and power to lay lateral and private drains to communicate therewith without the consent or concurrence of the Company, and the provisions contained in sections 32 and 33 of the Tramways Act, 1870, shall be applicable in the case of any sewer or private drain of or under the control of the sanitary authority, as if the same were a pipe for the supply of gas or water.

Power to make additional crossings, &c.

49. The Company may, subject to the provisions of this Act, with the consent of the local authority and road authority, from time to time make, maintain, alter, and remove such crossings, passing places, sidings, junctions, and other works, in addition to those particularly specified in and authorised by this Act, as they find necessary or convenient for the efficient working of the Tramways, or for providing access to any warehouses, stables, or carriage houses or works of the Company: Provided that in the construction of any such works no rail shall be so laid that a less space than nine feet six inches shall intervene between it and the outside of the footpath on either side of the road, if the owner or owners, or occupier or occupiers of the premises abutting on the place where such rail is proposed to be laid shall, by writing under their hand addressed to the Company, express their objection thereto.

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Application of road materials excavated in construction of works.

50. Any paving, metalling, or material excavated by the Company in the construction of the undertaking from any road under the jurisdiction or control of the Local Board, may be applied by the Company, so far as may be necessary, in or towards the reinstating of the road, or the construction of the new Roads, and the maintenance for six months after completion of any of the roads or Tramways within the district of the Local Board, and of so much of the roadway on either side of such Tramways as the Company are, by section 28 of the Tramways Act, 1870, required to maintain, and the Company shall deliver the surplus paving, metalling, or material not used or required to be retained for the purposes aforesaid to the surveyor for the time being of the Local Board, or to such person or persons as he may appoint to receive the same: Provided that if within seven days after the setting aside of the surplus arising from the excavation of any such paving, metalling, or material, and notice duly given, such surplus is not removed by such surveyor, or by some other person or persons named by him for that purpose, such surplus paving, metalling, or material shall absolutely vest in and belong to the Company, and may be dealt with, removed, and disposed of by them in such manner as they may think fit. Any difference between the Company and the Local Board, or their surveyor, or any other person, with reference to any of the matters aforesaid, shall be determined in manner provided by the Tramways Act, 1870, with respect to differences between the promoters and any road authority.

Power to purchase lands by agreement.

51. The Company may, from time to time, purchase by agreement any additional lands outside the limits of deviation, not exceeding in the whole twelve acres, which they may require for any of the purposes of their undertaking.

Carriages on Tramways of the Promoters may be moved by animal, steam, or mechanical power.

52. The carriages used on all or any of the Tramways of the Company may, subject to the provisions of this Act, be moved by animal power, and with the consent of the Board of Trade in any order to be signed by a secretary or assistant secretary of the said Board, by steam power, or any mechanical power. Provided always that the exercise of the powers hereby conferred with respect to the use of steam or any mechanical power shall be subject to the regulations set forth in the Schedule A to this Act annexed and to any regulations which may be added thereto or substituted therefor respectively by any order which the Board of Trade may and which they are hereby empowered to make from time to time as and when they may think fit for securing to the public all reasonable protection against danger in the exercise of the powers of this Act

conferred with respect to the use of steam or any mechanical power on the Tramways.

Penalty for using steam or mechanical power contrary to order or regulations.

53. The Company or any person using steam or any mechanical power on any of the Tramways of the Company contrary to the provisions of this Act, or to any of the regulations set forth in the Schedule A to this Act or to any regulations added thereto or substituted therefor by any order made by the Board of Trade under the authority of this Act, shall for every such offence be subject to a penalty not exceeding ten pounds, and also in the case of a continuing offence a further penalty not exceeding five pounds for every day after the first during which such offence continues: Provided always, that, whether any such penalty has been recovered or not, the Board of Trade, in case in their opinion the Company or any person using steam or any mechanical power on the Tramways of the Company under the authority of this Act have or has made default in complying with any of the provisions of this Act or with any of the regulations set forth in Schedule A to this Act annexed or with any regulation which may have been added thereto or substituted therefor as aforesaid, may by order direct the Company or such person to cease to exercise the powers aforesaid, and thereupon the Company or such person shall cease to exercise the powers aforesaid, and shall not again exercise the same, or any of the same, unless with the authority of the Board of Trade, and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order.

Byelaws.

54. Subject to the provisions of this Act, the Board of Trade may from time to time make, and when made may rescind, annul, or add to byelaws with regard to all or any of the Tramways of the Company upon which steam or any mechanical power may be used under the authority of this Act, for all or any of the following purposes; that is to say,

For regulating the use of the bell, whistle, or other warning apparatus fixed to the engine:

For regulating the emission of smoke or steam from engines used on the Tramways of the Company:

For providing that engines and carriages shall be brought to a stand at the intersection of cross streets, and at such places, and in such cases of horses being frightened, or of impending danger, as the Board of Trade may deem proper for securing safety:

For regulating the entrance to, exit from, and accommodation in the carriages used on the Tramways of the Company, and the

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protection of passengers from the machinery of any engine used for drawing or propelling such carriages:

For providing for the due publicity of all regulations and bye-laws in force for the time being in relation to the Tramways of the Company by exhibition of the same in conspicuous places on the carriages and elsewhere.

Any person offending against or committing a breach of any of the byelaws made by the Board of Trade under the authority of this Act shall be liable to a penalty not exceeding forty shillings.

As to recovery of penalties.

55. The provisions of the Tramways Act, 1870, with respect to the recovery of penalties, shall apply to any penalty under this Act and to any penalty for non-observance of any byelaw made by the Board of Trade under the authority of this Act.

Amendment of Tramways Act, 1870, as to byelaws of local authority.

56. The provisions of the Tramways Act, 1870, relating to the making of byelaws by the local authority with respect to the rate of speed to be observed in travelling on the Tramway, shall not authorise the local authority to make any byelaw sanctioning a higher rate of speed than that authorised by this Act or by any regulation made by the Board of Trade under the authority of this Act, at which engines and carriages are to be driven or propelled on the Tramways of the Company under the authority of this Act; but the local authority may, if they think fit, make byelaws under the provisions of the said Act for restricting the rate of speed to a lower rate than that so prescribed.

Orders, bye-laws.

57. All orders and bye-laws made by the Board of Trade under the authority of this Act shall be signed by a secretary or an assistant secretary of the Board of Trade.

As to contracts with road authorities where steam or mechanical power is to be used.

58. Where the Company or any other company or person intend to use steam or any mechanical power under the authority of this Act on the Tramways of the Company, or any part thereof, they or he shall give two months previous notice of such intention to every road authority within whose district the Tramways of the Company, or any part thereof, upon which they or he intend to use such power are or is situated.

Where at the time of the giving of any such notice any contract, agreement, or arrangement is in force with respect to the user by the Company or such other company or person or the paving and keeping in repair of the whole or any part of the roadway of any road within the district of such road authority upon which such Tramways or such part of such Tramways are or is laid, or with respect to the payment by the Company or such other company or person to such road authority of any annual or other sum in

relation to such user, paving, and keeping in repair of such road, then and in every such case, with the consent of the Board of Trade, it shall be lawful for the Company or such other company or person by such notice, or for such road authority, by notice to be served upon the Company or such other company or person, not later than forty days after the receipt by such road authority of such first-mentioned notice, to determine such contract, agreement, or arrangement, and thereupon such contract, agreement, or arrangement shall, from and after the commencement of the use of steam or any mechanical power upon such Tramways, or such part thereof, be determined and of no effect.

Before using steam or any mechanical power on the Tramways of the Company, or any part thereof, and thereafter from time to time the Company or such other company or person, and every such road authority, may enter into or renew, with or without modification, any contract, agreement or arrangement with respect to the user by the Company, or such other company or person, or the paving and keeping in repair of the whole or any part of the roadway of any road within the district of such road authority upon which such Tramways or such part of such Tramways are or is laid, or with respect to the payment by the Company or such other company or person to such road authority of any annual or other sum in relation to such user, paving, and keeping in repair of such road, which they may think fit and the Board of Trade may approve.

In case any difference arises between any such road authority and the Company or such other company or person as to the determination of any such contract, agreement, or arrangement, or in case any such road authority after request in writing by the Company or such other company or person, or the Company or such other company or person after request in writing by any such road authority, during a period of one month after such request, refuse or fail to enter into any such contract, agreement or arrangement, or to renew the same, with or without modification, or to make a new contract instead thereof, or in case of any difference as to the terms of any such contract, agreement, or arrangement, or any renewal thereof, with or without modification, or any new contract instead thereof, then and in every such case the difference with respect to such determination, or the reasonableness of such refusal or failure, or the terms of such contract, agreement, or arrangement, or any renewal thereof with or without modification, or any new contract instead thereof, shall from time to time, on the appeal of either of the parties to the Board of Trade, be

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determined in manner provided by the Tramways Act, 1870, with respect to all differences between the Company and any road authority, and thereupon the parties shall in all respects conform to such determination, and make and observe any contract, agreement, or arrangement thereby prescribed: Provided always, that while any such appeal is pending the Board of Trade may order that no steam or mechanical power shall be used on the Tramways to which such appeal relates.

No steam or mechanical power shall be used on the Tramways of the Company or any portion of such Tramways unless there is in force, in relation to the Tramways or such portion of such Tramways a contract, agreement, or arrangement in accordance with the provisions of this section.

Any moneys which may from time to time be received by such road authority under any contract, agreement or arrangement, in accordance with the provisions of this section, shall be applied by them toward the expenses of repairing, improving, and maintaining the highways within their district, having regard in the first instance to the requirements of the roads upon which the Tramways of the Company are laid.

Where steam or mechanical power is used, contract with road authority not to be for longer than two years at a time.

59. Where steam or any mechanical power is used by the Company or any other company or person on the Tramways of the Company or any part thereof, no contract, agreement, or arrangement made before or after the commencement of the use of steam or mechanical power as aforesaid between the company or any other company or person and any road authority with respect to the user by the Company or such other company or person, or the paving and keeping in repair of the whole or any part of the roadway of any road within the district of any road authority upon which such Tramways or such part of such Tramways are or is laid, or with respect to the payment by the Company or such other company or person to such road authority of any annual or other sum in relation to such user, paving, and keeping in repair of such road, shall continue in force for any period exceeding two years at any one time after the commencement of the use of steam or mechanical power as aforesaid, or the making of such contract, agreement, or arrangement: Provided always, that any such contract, agreement or arrangement may from time to time be renewed with or without modification, or a new contract, agreement, or arrangement may be made instead thereof.

As to tolls.

60. With respect to tolls, rates, and charges, and for all other purposes whatsoever, the Tramways shall be part of the undertaking of the Company: Provided always, that the Company shall

run carriages on the Tramways each way once at least in every half hour, between eight o'clock in the morning and nine o'clock in the evening.

Cheap Fares for labouring classes.

61. The Company at all times after the opening of the Tramways or any part or parts thereof for public traffic shall and they are hereby required to run carriages each way every morning in the week and every evening in the week (Sundays Christmas day and Good Friday always excepted) at such hours not being later than seven in the morning or earlier than six in the evening respectively as the Company think most convenient for artizans mechanics and daily labourers at tolls or charges not exceeding one halfpenny per mile (the Company nevertheless not being required to take any fare less than one penny) Provided that in case of any complaint made to the Board of Trade as to the number of such carriages run by the Company or as to the hours appointed by the Company for the running of such carriages the said Board shall have power to fix and regulate the same from time to time.

Payment of tolls.

62. The tolls and charges by this Act authorised shall be paid to such persons and at such places upon or near to the Tramways and in such manner and under such regulations as the Company may by notice to be annexed to the list of tolls and charges appoint.

Periodical revision of tolls.

63. If at any time after three years from the opening for public traffic of the Tramways, or any portion of the Tramways which form a part of the undertaking of the Company, or after three years from the date of any order made in pursuance of this section in respect of the said Tramways, or any portion thereof, it is represented in writing to the Board of Trade by the local authority of any district in which the said Tramways or portion of the Tramways are or is wholly or partially situate, or by twenty inhabitant ratepayers of any such district, or by the Company that under the circumstances then existing all or any of the tolls and charges demanded and taken in respect of the traffic on the said Tramways or portion of the Tramways should be revised, the Board of Trade may (if they think fit) direct an inquiry by a referee to be appointed by the said Board in accordance with the provisions of the Tramways Act, 1870, and if such referee report that it has been proved to his satisfaction that all or any of such tolls and charges should be revised, the said Board may make an order in writing, altering, modifying, reducing, or increasing all or any of the tolls and charges to be demanded and taken in respect of the traffic on the said Tramways, or portion of the Tramways, in such manner

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as they think fit, and thenceforth such order shall be observed until the same is revoked or modified by an order of the Board of Trade, made in pursuance of this section: Provided always that the tolls and charges prescribed by any such order shall not exceed in amount the tolls and charges by this Act authorised.

Interest not to be paid on calls paid up.

64. The Company shall not out of any money by this Act authorised to be raised by calls or by borrowing pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

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

Provisions as to general Tramway Acts.

66. Nothing in this Act contained shall exempt the Company or the Tramway from the provisions of any general Act relating to tramways now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration under the authority of Parliament of the maximum rates of tolls or charges authorised by this Act.

Power to enter into agreements with Local Board.

67. The Company on the one hand and the Local Board on the other hand may with the consent of the Local Government Board from time to time enter into and carry into effect agreements with respect to the construction and maintenance of all or any of the new Roads or Tramways by this Act authorized, and as to the dedication of any of the new Roads to the public, and as to contributions to be made by the Local Board to or towards the construction or the maintenance from time to time of any of the said Roads, or any part or parts thereof.

Power to Local Board to apply their funds.

68. For the purposes of any such contribution as aforesaid, the Local Board may from time to time apply their funds, and may from time to time levy and apply rates, and may from time to time borrow money upon security of their respective rates for the time being; and any sums whether in gross or otherwise paid or payable

in respect of any such contribution, shall be deemed to be expenses incurred or payable by the Local Board as an urban sanitary authority in the execution of the Public Health Act, 1875. A.D. 1883.

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

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SCHEDULE A.

Break power of engines.

Every engine used on the Tramways shall be fitted with such mechanical appliances for preventing the motive power of such engine from operating, and for bringing such engine and any carriage drawn or propelled by such engine to a stand as the Board of Trade may from time to time think sufficient.

As to fittings of engines, &c.

Every engine used on the Tramways shall have its number shown in some conspicuous part thereof and shall be fitted :

With an indicator by means of which the speed shall be shown.

With a suitable fender to push aside obstructions.

With a special bell, whistle or other apparatus to be sounded as a warning when necessary, and

With a seat for the driver of such engine so placed in front as to command the fullest possible view of the road before him.

Every such engine shall be free from noise produced by blast or clatter of machinery, and the machinery shall be concealed from view at all points above four inches from the level of the rails, and all fire used on such engines shall be concealed from view.

As to carriages.

Every carriage used on the Tramways shall be so constructed as to provide for the safety of passengers, and for their safe entrance to, exit from, and accommodation in such carriage, and their protection from the machinery of any engine used for drawing or propelling such carriage.

Inspection of engines and carriages.

The Board of Trade shall, on the application of the local authority of any district, in which steam or any mechanical power is used on the Tramways, and may, on complaint made by any person, from time to time inspect any engine or carriage used on the Tramways and the machinery therein, and may, whenever they think fit, prohibit the use on the Tramways of any such engine which, in their opinion, may not be safe for use on the Tramways.

As to speed.

The speed at which engines may be drawn or propelled along the Tramways shall not exceed the rate of eight miles an hour.

The speed at which engines and carriages may pass through movable facing points shall not exceed the rate of four miles an hour.

SCHEDULE B.

AN AGREEMENT made the Thirty-first day of May One thousand eight hundred and eighty three Between THE BRENTFORD AND ISLEWORTH TRAMWAYS COMPANY hereinafter called the Company of the first part DAME SOPHIA JANE LATEWARD CROFT DELPIERRE of the Chateau St. Pry Foucquiere's Bethune Pas de Calais in the Republic of France Widow of the second part and EDWARD TEGART of 49 Jermyn Street in the County of Middlesex Esquire and HENRY JOHN SIMONDS of Caversham in the County of Oxford Esquire of the third part.

WHEREAS under or by virtue of a certain Indenture of Settlement dated the twenty-fourth day of June One thousand eight hundred and twenty-eight the said Dame Sophia Jane Lateward Croft Delpierre is tenant for life of certain pieces or parcels of land situated in the Township of Brentford and Parish of Ealing or one of them in the County of Middlesex and in the occupation of Mr. Morris and Mrs. Jones Widow respectively and the said Edward Tegart and Henry John Simonds are the Trustees of the said Indenture of Settlement AND WHEREAS a Bill has been introduced into Parliament by the Company intituled "A Bill for empowering the Brentford and Isleworth Tramways Company to construct new Tramways and Roads in the County of Middlesex to extend the time for making and completing the Tramways authorized by the Brentford and Isleworth Tramways Extension Act 1880 and for other purposes" Whereby it is amongst other things proposed to empower the Company to construct a Tramway described as No. 3 in the said Bill and a Road described in the said Bill as a Road commencing by a junction with Boston Road fifteen yards or thereabouts North of the Northern end of the Seven Stars Public House and terminating at or near the Southern end of the Southern approach to the Clayponds Bridge over the South-Western Railway all in the Parish of Ealing which said Road and Tramway will cross the said pieces or parcels of land so vested in the said Edward Tegart and Henry John Simonds as such Trustees as aforesaid and it is also proposed by the said Bill to empower the Company to enter upon purchase and take a considerable portion of the said pieces or parcels of land besides the land which would be required for making the said Road and Tramway AND WHEREAS the said parties hereto of the second and third parts have lodged a Petition against the said Bill NOW IT IS HEREBY AGREED between the said parties hereto as follows videlicet:

1. The Company shall at their own expense under the powers to be conferred by the contemplated Act of Parliament and without being required to make any compensation except to the tenants of the lands held under the parties hereto of the second and third parts to be taken by the Company for the purposes of the said Road and Tramway as hereinafter mentioned within twelve calendar months from the passing of the said Bill lay out and properly construct metal and complete so much of the said proposed new road as lies between the point marked A and the point marked C on the plan hereto

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annexed a copy of which plan signed by the parties hereto and by the Chairman of the Committee on the said Bill has been deposited in the Private Bill Office and within eighteen calendar months from the passing of the said Bill shall in like manner construct and complete so much of the said road as lies between the Boston Road and the point marked A on the said plan and failing such completion within the respective times aforesaid the Company shall be answerable in damages to the said parties of the second and third parts for breach of this agreement and the Company shall at their own expense acquire from the tenants of the land to be taken by the Company as aforesaid the interests of such tenants therein the parties hereto of the second and third parts hereby agreeing to give to such tenants when required by the Company the notices to quit to which they are entitled.

2. The said road shall be of the width of not less than forty feet including footpaths and shall be of the quality and shall be constructed in the manner specified in the Schedule hereto and so as also to conform to the bye-laws and regulations of the Brentford Local Board and no building shall be erected within eight feet of the forty feet road on either side excepting porticoes and bay windows.

3. The said road between Boston Road and the said point marked C on the said plan hereto annexed shall be constructed so that the line of the said road as shewn on the deposited plans referred to in the said Bill shall be the centre line of the said road with such deviation only as shall be necessary in order to ensure that the said land belonging to the parties hereto of the second and third parts shall have a frontage to the said road on the south side thereof between the points marked A and B on the plan hereto annexed and a frontage on both sides of the said road between the points marked B and C on the same plan.

4. Upon completion of the said road between the said road called Boston Road and the said point marked C on the said plan hereto annexed in the manner aforesaid and to the satisfaction of the Surveyor of the said parties hereto of the second and third parts the parties hereto of the second and third parts shall pay to the Company a proportion of the cost of making the said road to be calculated in manner following that is to say The parties of the second and third parts shall bear three-fourths of the cost of making the said road from the said points A to C and if they shall require a sewer to be made the Company shall construct the same in manner specified in the said Schedule hereto under the said road from the Boston Road to the said point C at Brook Lane with proper outlets manholes and junctions and the said parties of the second and third parts shall pay to the Company three-fourths of the cost of the road and sewer from A to C the proportion payable by the parties of the second and third parts not to exceed Two thousand pounds if the sewer be not made and Three thousand pounds if the same be made.

5. The said road when completed shall be dedicated to the public and shall become a public highway and be repairable by the Brentford Local Board as the road authority (subject to the maintenance thereof by the Company for two years after completion or until the same shall be taken over for the purposes of repair by the Brentford Local Board) as provided by sections 39 and 40 of the said Bill.

6. Only one line of tramway shall be constructed by the Company along the said proposed road between the said points marked A and C on the said plan hereto annexed and shall be constructed so that the centre line of the said road between the said points A and C shall be the centre line of the said tramway and no junctions or passing places shall be constructed on the said land belonging to the said parties hereto of the second and third parts.

7. The said parties hereto of the second and third parts and persons claiming under them shall have power subject to the Bye-laws of the road authorities to make junctions between the said proposed new road and any other roads which may hereafter be constructed upon or over any other part of the said lands belonging to the said parties hereto of the second and third parts

8. If the said road between the said points marked A and C on the plan hereto annexed shall not be constructed and completed by the Company in the manner and within the period of twelve calendar months hereinbefore provided the powers proposed by the said Bill to be given to the Company shall at the expiration of the said period of twelve calendar months cease as regards the said lands belonging to the said parties hereto of the second and third parts or any part thereof.

9. The Company will procure this Agreement to be scheduled to the said Bill and will procure the insertion in the said Bill of a clause confirming this Agreement and directing the same to be carried into effect and providing that the Company shall only have power to take so much of the said land belonging to the said parties hereto of the second and third parts as shall be actually necessary for constructing the said proposed road over the same in manner hereinbefore provided.

10. Upon the Company executing the Agreement the opposition of the said parties hereto of the second and third parts to the said Bill shall be withdrawn.

11. The costs of all the parties hereto of and incidental to the preparation and execution of this Agreement and all the costs charges and expenses incurred by the said parties hereto of the second and third parts in preparing and lodging a petition against the passing of the said Bill and otherwise in opposing the passing thereof shall be paid by the Company upon the execution thereof This Agreement is conditional on the said Bill passing into an Act during the present Session of Parliament and is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration affecting this Agreement it shall be competent to any party hereto to withdraw the said Agreement In witness whereof the said Company have caused their official seal to be hereto affixed and the said parties of the second and third parts have hereunto set their hands and seals the day and year first above written.

The SCHEDULE above referred to:

QUALITY AND CONSTRUCTION OF ROAD AND SEWER.

The road to be properly formed with channelings and footpaths the latter to be in accordance with the Bye-laws of the Brentford Local Board and to be kerbed with 12 by 8 Aberdeen granite laid on concrete The

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channeling to be Aberdeen or Guernsey granite pitchers grouted in with gulleys with cast iron gratings set in brick 9 in. surface drains to be connected with the gulleys The road to be 24 inch of chalk or hard core bottom and 8 inch of good gravel as metalling The foot paths to be formed with 6 inch hard core and four inches of top dressing of gravel unless varied by the Bye-laws of the Brentford Local Board.

Signed and sealed in the presence of
W. Oldham Rew
Solicitor
59, New Broad Street
London.

Geo. P. Kitson
W. H. Castle
Directors.

Seal of Brentford and Isleworth Tramways Company.

H. D. Stead *Secretary.*

Signed sealed and delivered by the above named Sophia Jane Lateward Croft Delpierre in the presence of
Chas. De Blairville
Ex-Lt. Colonel d'Artillerie
Chateau de la Reuvriere
Department du pas-de Calais.

Sophia Jane L. Croft Delpierre. L.S.

Signed sealed and delivered by the above named Edward Tegart in the presence of
William Toe
Clerk to Messrs. Stuart & Tull
6 Gray's Inn Square London
Solicitors.

Edward Tegart. L.S.

Signed sealed and delivered by the above named Henry John Simonds in the presence of
Arthur Reginald Empson
4 Vere Court Temple.

Hy. John Simonds. L.S.

SCHEDULE C.

MEMORANDUM of AGREEMENT made the Second day of June One thousand eight hundred and eighty three Between DAME LOUISA MARY ANN EDWARDES of Wootton Hall in the County of Stafford Widow hereinafter called the said Lady Edwardes of the one part and BRENTFORD and ISLEWORTH TRAMWAYS COMPANY hereinafter called the Company of the other part.

WHEREAS the said Lady Edwardes is entitled in Equity for her life under the will of her late Father John Thomas Hope Esquire deceased and an Indenture executed in compliance with certain conditions contained in such Will to a Freehold Estate at Ealing in the County of Middlesex and which Estate includes the hereditaments hereby agreed to be sold AND WHEREAS the Company are the promoters of or are interested in the passing of a Bill now pending in Parliament entitled "The Brentford and Isleworth Tramways Bill" and the said Lady Edwardes has objected to the provisions of the said Bill and has presented a petition to Parliament in opposition thereto NOW THIS AGREEMENT WITNESSETH that the said Lady Edwardes in consideration of the stipulations herein contained and on the part of the Company to be performed DOTH hereby agree with the Company and the Company in consideration of the stipulations herein contained and on the part of the said Lady Edwardes to be performed DO hereby AGREE with the said Lady Edwardes as follows :—

1. The said Lady Edwardes shall forthwith withdraw her opposition to the said Bill.

2. If the said Bill with or without any modifications or alterations shall not receive the Royal Assent in this Session of Parliament the Company shall on or before the Thirty-first October One thousand eight hundred and eighty three pay to the said Lady Edwardes the agreed sum of One hundred and fifteen pounds for her costs charges and expenses which sum includes Parliamentary Agents and Surveyors fees.

3. The Company shall purchase and the said Lady Edwardes shall sell the lands shown in the plan hereto annexed and therein coloured red and yellow respectively subject as to the said lands coloured red to a Building Agreement dated the Nineteenth day of July One thousand eight hundred and eighty two made between the said Lady Edwardes of the one part and Edward Hammond Thompson of the other part whereby it was agreed among other things that the said hereditaments and also other hereditaments should be demised to the said Edward Hammond Thompson as therein mentioned and to the rights and interests of the said Edward Hammond Thompson and his assigns thereunder and to the rights of all tenants occupiers and others mentioned in the said Building Agreement and subject as to the said lands coloured yellow to the leases and tenancies subsisting in the same and all rights of the respective lessees and tenants.

4. The purchase money for the lands mentioned in the foregoing clause shall be an amount calculated upon the acreage of the said lands at the rate

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of One thousand two hundred pounds an acre for the said lands coloured red and at the rate of Five hundred and twenty-five pounds an acre for the said lands coloured yellow.

5. If the Company shall before the expiration of three calendar months from the date when the said Bill with or without modifications or alterations shall receive the Royal Assent in this present Session by writing require the said Lady Edwardes to sell to them so much further land adjoining on the South to the said lands coloured red and to be indicated and specified in such notice as together with the said lands coloured red shall contain in area Ten acres the said Lady Edwardes shall sell and the Company shall purchase such further land subject to the subsisting lease or leases or tenancies therein or to the said Building Agreement if affecting the same at a price to be calculated at the rate of One thousand three hundred and twenty pounds per acre.

6. The title to the said premises shall commence with the Will dated the Eighth day of August One thousand eight hundred and fifty-one of John Thomas Hope who died on the Thirteenth day of March One thousand eight hundred and fifty-four and the purchasers shall assume that the property passed by the general devise contained in his said Will of all and every the real Estate situate at Ealing aforesaid of or to which the Testator was seized or entitled and by an indenture dated the Twenty-second day of August One thousand eight hundred and fifty-four being the said Indenture executed in compliance with the conditions of the said Will and shall not require any evidence thereof and shall not require the production of or investigate or make any objection or requisition in respect of the prior title notwithstanding that such prior title may appear by recital or covenant for production or otherwise or do not appear at all.

7. The purchasers shall admit the identity of the property purchased with that comprised in the muniments offered by the vendor as the title to such property upon the evidence thereby afforded and of a declaration to be made (if required) at the purchasers expense that the purchased property has been enjoyed according to the title for twenty years and upwards.

8. The said premises shall be taken by the purchasers subject to all chief and other rents and other payments rights of way and water and other easements charged or subsisting thereon and to all rights and interests of all lessees tenants and occupiers whether or not particularly mentioned in this Agreement and if any error misstatement or omission in the description of the premises or otherwise be discovered the same shall not annul the sale nor shall any compensation be allowed in respect thereof.

9. The rents payable under the said Agreement of the Nineteenth of July One thousand eight hundred and eighty two in respect of the land subject thereto which is agreed to be sold and any other land subject to the said Agreement and also the rents payable in respect of any other leases or tenancies comprising any part of the land agreed to be sold together with other land shall be apportioned by the surveyors of the said Lady Edwardes and of the purchasers and the Company will at their own expense procure all things to be done which shall be reasonably required to give and preserve to the said Lady Edwardes and her assigns or other the person or persons entitled to the land or any part of the land comprised in the said Agreement leases and

tenancies and which is not agreed to be sold all such rights and remedies for recovery of the apportioned rent and enforcement of all covenants and stipulations on the tenants or lessees part and conditions as if such Agreement leases and tenancies respectively had comprised only such part of the land therein respectively comprised as is not agreed to be sold The said Lady Edwardes agreeing for the purposes last aforesaid to give or join in giving at the Company's expense all such assistance and information in her power as the Company may reasonably require.

10. The leases to be granted under the said Agreement of the Nineteenth of July One thousand eight hundred and eighty-two of the lands purchased shall be such and at such rents that no greater aggregate rent shall be reserved by such leases in respect of the lands purchased than the rent apportioned as aforesaid in respect thereof and the said parties hereto shall upon completion of the purchase enter into proper mutual covenants for the purpose last aforesaid.

11. The surveyors of the said Lady Edwardes and of the purchasers shall determine what proportion of the sums of Five thousand pounds and Five thousand pounds by the said Agreement of the Nineteenth of July One thousand eight hundred and eighty-two agreed to be laid out by the said Edward Hammond Thompson in making new roads drains and sewers and erecting messuages or cottages ought to be laid out upon the land therein comprised which is agreed to be sold and what proportion ought to be laid out upon the other land comprised in the said Agreement of Nineteenth of July One thousand eight hundred and eighty-two and both parties shall use their best endeavours to procure such outlay to be made by the said Edward Hammond Thompson or his assigns in the said portions and shall so far as in them lies abide by and observe the said apportionment.

12. The purchase shall be completed at the expiration of eight calendar months from the day on which the said Bill with or without modifications or alterations shall receive the Royal Assent and the Company shall before the date of completion pay their purchase money into the Chancery Division of the High Court of Justice or otherwise as the Court shall direct The purchase shall be completed at the office at No. 356 Oxford Street of Messieurs Burgoynes Milnes Thrupp and Burgoyne the vendors solicitors and upon the purchase money being paid as aforesaid a proper assurance of the premises shall be executed by all necessary parties to the Company such assurance to be prepared by them and at their expense and to be tendered or left by them not less than ten days before the date of completion at the office aforesaid Every other assurance and act which shall be required by them for getting in surrendering or releasing any outstanding estate right title or interest or for completing or perfecting the vendors title or for any other purpose shall be prepared made and done by and at the expense of the purchasers The assurance to be executed as aforesaid shall contain a covenant on the part of the purchasers that they the purchasers their heirs or assigns will not at any time hereafter erect or form a gasometer on the said premises or manufacture or purify gas thereon nor otherwise use the said premises for any purpose which might be or become an annoyance or injurious or detrimental to the adjoining tenants or property of the said Lady Edwardes or other the owners or owner for the time being of such adjoining property.

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13. The rents or possession will be received or retained and the outgoings discharged by the vendor up to the said date of completion and as from that date the outgoings shall be discharged and the rents taken by the purchasers and such rents and outgoings shall (if necessary) be apportioned between the vendors and the purchasers for the purpose of this condition If from any cause (other than the wilful default of the vendor) the purchase money shall not be paid into Court as aforesaid before the date herein-before fixed in that behalf the purchasers shall pay interest on their purchase money after the rate of Five pounds per cent. per annum from that day until the purchase money shall be so paid in.

14. The purchasers shall make their objections and requisitions (if any) in respect of the title and of all matters appearing on the abstract and contract and send the same to the office aforesaid within fourteen days from the day of the delivery of the abstract and in default of such objections and requisitions (if none) and subject to such if any shall be deemed to have accepted the title and to have waived all other objections and requisitions And if the purchasers shall insist on any objection or requisition as to the title or abstract or evidence of title contract conveyance surrender or otherwise which the vendor shall be unable or unwilling to remove or comply with the vendor may by notice in writing to be given to the purchasers or their solicitor at any time and notwithstanding any negociation or litigation in respect of such objection or requisition annul the sale but without any interest costs of investigating the title or other compensation or payment whatsoever and the purchasers shall deliver to the vendor all abstracts of title and other writings furnished to the purchasers by or on behalf of the vendor.

15. The owners and occupiers of the Ealing Estate of which the said Lady Edwardes is equitable tenant for life as aforesaid and of which the lands agreed to be sold form part or any part thereof shall at all times hereafter have a free right of way over and user of all roads streets and thoroughfares which shall be at any time made by the Company their successors or assigns upon any land now part of the said Ealing Estate except any private roads not used or enjoyed by the owners or occupiers of several messuages or tenements in common and the owners or occupiers of the said Ealing Estate shall not be called upon to pay or contribute in any manner towards the cost of making maintaining or repairing any roads streets or thoroughfares over which they are to have such right of way as aforesaid The said Lady Edwards and other the person or persons for the time being entitled to the rents and profits of the said Ealing Estate shall also be at liberty at any time hereafter during the life of Sir Henry Edwardes and for twenty-one years after his death upon one calendar month's notice in writing given to the said Company or their successors or assigns to enter upon any lands now or at any time hereafter belonging to the said Company their successors or assigns not covered with buildings or forming part of a messuage or private residence or being an ornamental or residential garden for the purpose of making thereon any convenient roads to connect with reasonable directness any roads for the time being on the said Ealing Estate with any roads streets or thoroughfares for the time being on the lands of the said Company their successors or assigns any part of which roads streets or thoroughfares shall lie within one hundred and fifty feet of any part of the

said Ealing Estate and to construct such connecting roads accordingly and shall for ever thereafter have free right of way and user over and of the said connecting roads which roads when constructed shall so far as they shall be constructed upon the lands of the said Company their successors or assigns be for ever kept in repair by the said Company their successors or assigns without any contribution from the persons interested in the said Ealing Estate until taken to by the parochial authorities.

16. The vendor will as soon as practicable after the passing of the Act present a Petition if necessary to give effect to this Agreement in the Chancery Division of the High Court of Justice and use her best endeavours to obtain an Order under the Settled Estates Act 1877 to confirm this contract and directing that the same shall be carried into effect but if such Order shall not be obtained before the Thirty-first day of January One thousand eight hundred and eighty four either party shall be at liberty to rescind this Contract and everything herein contained save and except the clauses numbered 2 and 17 hereof PROVIDED ALWAYS that if the Court shall refuse to Order that the said sale hereby agreed to be made shall be carried into effect then this contract and everything herein contained save the said two clauses hereof numbered 2 and 17 shall immediately thereupon be determined and become of no effect Nevertheless if the Company deem it more convenient for the carrying out of this Agreement to proceed under the Lands Clauses Act this shall be taken to be an Agreement entered into by them with a vendor under disability and be inforceable by and against the Company accordingly.

17. The purchasers shall bear and pay to the vendor and other the person or persons (if any) by whom the costs charges and expenses hereinafter mentioned or any of them shall be incurred all the costs charges and expenses of the said Lady Edwardes of and incident to her opposition to the said Bill and all costs charges and expenses of and incidental to the negociation for and preparation and execution and stamping of this Agreement and all fees paid or to be paid to surveyors for surveys and valuations of the said premises and of and incidental to the preparation of the Abstracts of Title and deducing and verifying a good title to the said premises according to this Agreement and all the costs charges and expenses of the vendor and all other persons of and incidental to all applications and proceedings which may be taken for or for the purpose of or in obtaining the confirmation by the Chancery Division of the High Court of Justice under the Settled Estates Act 1877 of the sale hereby agreed to be made and the investment and payment of dividends of the said purchase money and otherwise of and incidental to the carrying this contract into effect and the purchasers shall pay all such of the said costs charges and expenses hereinbefore mentioned as shall have been incurred notwithstanding that the sale of the said premises shall not from any cause whatever except the wilful default of the vendor be completed and all such costs as are hereby agreed to be paid shall be paid as between solicitor and client and shall be regulated by and shall be according to the allowances in the second schedule to the Rules to the Solicitors' Remuneration Act 1881 so far as the same are applicable thereto.

18. The stipulations contained in this Agreement other than the clause numbered 2 shall be deemed to be conditional upon the said Bill with or without modifications or alterations receiving the Royal Assent in this present Session of Parliament.

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19. If any dispute question difference or controversy shall arise between the parties to these presents touching these presents or any clause matter or thing herein contained or the construction hereof or anything to be done under any of the Agreements herein contained or any matter in any way connected with these presents or the operation hereof or the rights duties or liabilities of either party in connection with the premises then and in every or any such case the matter in difference shall be referred to two arbitrators one to be chosen by Lady Edwardes or if she be not living by the person or persons for the time being entitled to the said Ealing Estate and the other by the Company or by their umpire pursuant to and so as with regard to the mode and consequence 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 then subsisting statutory modification thereof IN WITNESS whereof the said Dame Louisa Mary Ann Edwardes has hereunto set her hand and seal and the said Company have hereunto affixed their Common Seal the day and year first above written.

LOUISA MARY ANN EDWARDES. L.S.

G. P. KITSON
W. H. CASTLE } *Directors.*

Seal of Brentford and Isleworth Tramways Company.

H. D. STEAD *Secretary.*

Signed sealed and delivered by the within named Dame LOUISA MARY ANN EDWARDES in the presence of

WM. CHAPMAN BARROW
Solicitor
Clerk to Messrs. BURGOYNES MILNES THRUPP AND BURGOYNE
356 Oxford Street London
Solicitors

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