CHAPTER c.

An Act for making a new Street from Charing Cross to the Victoria Embankment. [7th July 1873.] A.D. 1873.

WHEREAS the making a new street from Charing Cross to the Victoria Embankment would be a work of public utility and an important metropolitan improvement, and it is expedient that the Metropolitan Board of Works, in this Act called "the Board," be authorised to undertake and carry the same into effect:

And whereas the Board have caused to be deposited with the clerk of the peace for the county of Middlesex plans and sections describing the line and levels of the intended new street, and the lands which will or may be required for the purposes thereof, or which may be taken under the powers of this Act, and a book of reference containing the names of the owners, lessees, and occupiers of those lands, and describing the same lands, and such plans, sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference:

And whereas the Board are unable to construct the said new street without the authority of Parliament:

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

Short title.

1. This Act may be cited as "The Charing Cross and Victoria Embankment Approach Act, 1873."

Lands Clauses Acts incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," (except section 133 of the first-mentioned Act, and also such of the provisions of those Acts as are varied by or excepted from or inconsistent with this Act,) are incorporated with and form part of this Act.

A.D. 1873.

Interpretation of terms.

3. In this Act the following words and expressions have the several meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction; (that is to say,)

The word "justice" means justice of the peace acting for the county, borough, liberty, or place where the matter requiring the cognizance of any such justice shall arise, and who shall not be interested on the matter. When any matter shall require to be done before justices the expression "two justices" shall be understood to mean two justices assembled and acting together in petty sessions, or a metropolitan police magistrate sitting alone;

The word "streets" shall include streets, courts, alleys, highways, roads, thoroughfares, or public passages or places;

The term "improvement" means the new street and works connected therewith by this Act authorised;

The expression "the Board" means the Metropolitan Board of Works;

The word "lessee" shall include any person holding a sub-lease;

And the several words and expressions to which by the Acts incorporated herewith meanings are assigned have in this Act the same respective meanings, unless there be in the subject or context something repugnant to or inconsistent with such construction.

Power to make new street.

4. The Board may construct a new street in the parish of St. Martin in the Fields, in the county of Middlesex, commencing at Charing Cross, and terminating at the Victoria Embankment, near the Charing Cross station of the Metropolitan District Railway.

Improvements to be made according to deposited plans.

5. Subject to the provisions of this Act, the improvement may be made in or upon the lands delineated on the deposited plans and described in the deposited books of reference, and the Board may enter upon, take, use, and hold such of the said lands as they may deem necessary for the purposes of the improvement, and for providing space for the erection of houses and buildings adjoining and near thereto.

Sale of Northumberland House and property for purposes of Act.

6. Algernon George Duke of Northumberland and Henry George Percy, commonly called Earl Percy, according to their respective estates and interests shall sell to the Board, and the Board shall purchase and take, for the purposes of this Act, the lands and property comprised in the two agreements of the 28th day of February 1873, set forth in the schedule to this Act (one made

between the said Duke and Earl of the one part, and the Board of the other part, and the other between the said Duke of the one part, and the Board of the other part), which sale and purchase shall be made on and subject to the terms and conditions of those agreements, and those agreements shall be and the same are hereby confirmed and made binding, and shall be carried into effect accordingly; and notwithstanding anything in this Act, the Board shall not enter on, purchase, take, or use any part of the lands and property comprised in either of those agreements, otherwise than by virtue of and in accordance with those agreements and this section; and those agreements and this section shall be deemed to be absolute on the passing of this Act, and not to be conditional on the exercise by the Board of any other of their powers under this Act; but nothing in this Act shall prohibit the said Duke and Earl and the Board from making by agreement from time to time any such modification of the terms and conditions of those agreements, or either of them, as they think fit, and the confirmation of those agreements by this section shall be deemed to extend to those agreements as so modified.

Power to stop up ways during the execution of the Act.

7. The Board, during the making of the improvement, may in or upon the lands shown upon the deposited plans stop up or cause to be stopped up all or any part of the carriageways or footways of streets which they shall think necessary for the purposes of this Act to be stopped up, and for that purpose may put or cause to be put up sufficient palisades, bars, posts, and other erections, and may make from time to time such orders for regulating the passage of carts, carriages, and horses as to them shall seem proper.

Streets may be raised or lowered.

8. Subject to the provisions of this Act, the Board may alter the lines or levels of any of the streets and places described on the deposited plans as intended to be diverted, raised, or lowered, in such manner as may be so described on such plans.

Power to deviate from levels, &c.

9. In making any of the works for or connected with the improvement the Board may deviate to any extent not exceeding five feet from the levels thereof defined on the deposited sections, and may deviate from the lines thereof within the limits of deviation defined on the deposited plans, and beyond those limits with the consent of the owners, lessees, and occupiers of the lands through which any such deviation is to be made, but not otherwise.

Power to make subsidiary works.

10. Subject to the provisions of this Act, and within the limits defined on the deposited plans, the Board, in connexion with the improvement and as part and for the purposes thereof, may make junctions and communications with any existing streets intersected

A.D. 1873.

or interfered with by or contiguous to the works, and may make diversions, widenings, or alterations of lines or levels of any existing streets for the purpose of connecting the same with the works, or of crossing under or over the same, or otherwise, and may remove, destroy, alter, divert, stop up, inclose, use, or appropriate all or any part of any street, square, place, court, alley, or passage, whether a thoroughfare or not, or of any thoroughfare, road, lane, or way, or of any stream, drain, sewer, watercourse, void ground, or other property shown on the deposited plans, the Board providing a proper substitute before interrupting the flow of sewage in any drain or sewer.

Alteration of position of water, gas, and other pipes.

11. The Board may, for any purpose by this Act authorised within the limits of deviation defined upon the deposited plans, raise, sink, or otherwise alter the position of any watercourse, water pipe, or gas pipe belonging to or connected with any house or building adjoining or near to the improvement, and also any main or other pipe laid down or used by any company for carrying a supply of water or gas, and also any pipe, tube, wire, or apparatus laid down for telegraphic or other purposes, and may remove any other obstruction, making in cases of alteration proper substituted works in the meantime, and causing as little detriment and inconvenience as circumstances admit to any company, person, or body, and making reasonable compensation to any company, person, or body who suffers damage by any such alteration: Provided always, that before the Board alter the position of any main or other pipe laid down or used by any such company or body they shall give to the company or body to whom the same belongs notice of their intention to do so, specifying the time at which they will begin to do so, such notice to be given twenty-four hours at least before the commencement of the work for effecting such alteration, and such work shall be done under the superintendence (at the expense of the Board) of the company or body to whom such pipe belongs, unless such company or body refuses or neglects to give such superintendence at the time specified in the notice for the commencement of the work, or discontinues the same during the work, and the Board shall execute such work to the reasonable satisfaction of the engineer of such company or body: Provided also, that the Board shall not cause any street or road to be lowered or raised, or the position of any water or gas pipes to be altered, so as to leave over such pipes in any part a covering of less than two feet (unless the Board shall in such case protect the same pipes from frost or injury by artificial covering to the satisfaction of the engineer of such company or body) or more than six feet, unless a referee, to be appointed by the

Board of Trade on the application of either party in case of dispute, shall consider that the pipe should be carried to a greater depth for the purpose of avoiding interference with the works to be executed under this Act, and in such case the pipe shall be altered in such manner, and such works shall be made at the expense of the Board in such manner as the referee may prescribe, and the expense of the reference shall be in the discretion of the referee.

The Board empowered to lay out carriageways, &c.

12. The Board may cause such part of the improvement to be laid out for carriageways and such part thereof for footways as they shall think proper, and may construct, erect, and provide such vaults, cellars, arches, sewers, drains, and other works and conveniences as they may think proper for the purposes of the improvement within the limits of deviation defined upon the deposited plans.

Directing how the pavement shall be laid and made.

13. The Board shall, in a substantial and workmanlike manner, fill or cause to be filled in all and every the vaults, cellars, and open places over which it may be necessary to new pave (except such as may be used as cellars, vaults, or areas) with good sound hard brick rubbish, to be well rammed down to prevent the ground from giving way, and shall well and effectually pave over all the said ground with a sufficient quantity of materials of proper quality and dimensions, and shall in like manner erect and build any underground arches which they may think necessary, and also relay and repair the streets which they shall disturb or alter in carrying the purposes of this Act into execution: Provided always, that nothing herein contained shall extend or be construed to extend to charge the Board with the liability or expense of repairing or making good such pavement or arches in future, but when the same shall have been in the first instance so paved, relaid, and repaired as aforesaid the same shall for ever thereafter be kept in repair by the vestry of the parish of St. Martin in the Fields, and the right and property in all such pavements and arches shall belong to and be the property of the said vestry in the same manner as things of a like description in the parish are now vested by law.

Sewers or drains to be arched over or filled up.

14. The Board, within the limits of deviation defined upon the deposited plans, may cause to be arched over or filled up all such sewers or drains or parts thereof which shall lie and be in or near the streets to be interfered with under this Act as shall appear necessary for completing the purposes of this Act, so as that no public sewer or drain whatsoever (unless the same become unnecessary by reason of the purchase of the property entitled to the use thereof) shall be in anywise disturbed, injured, or prejudiced, without

A.D. 1873.

another sewer or drain being made in lieu thereof, equally serviceable and convenient: Provided always, that before filling up any sewer or drain or part thereof as aforesaid, the Board shall, where necessary, cause to be made and built other good and sufficient sewers and drains of the same or greater size or capacity, and upon the same or lower levels than the sewers or drains which shall be filled up, and when made and completed the said sewers and drains shall be under the same jurisdiction, care, management, and direction as the existing sewers or drains.

Power to alter steps, areas, pipes, &c.

15. The Board, within the limits of deviation defined upon the deposited plans, may raise, sink, or otherwise alter or cause to be altered the position of any of the steps, areas, cellars, windows, and watercourses, pipes, or spouts belonging to any house or building, and also the mains and the leaden or other pipes which, for the purpose of conveying water or gas to any house or other place, shall be laid into or form any main or pipe laid down by any of the companies or societies who furnish the inhabitants with water or gas, and may remove all other obstructions, so as the same be done with as little delay and inconvenience to the said companies, societies, and inhabitants as the circumstances of the case will admit, and the Board shall make reasonable compensation to any corporation or person who suffers damage by any such alteration.

Ground laid into the streets to form part thereof.

16. When the improvement shall be made all the land which shall be laid open into the street and paved shall form part of the street, and shall be used by the public accordingly, and the same and the sole power and authority of paving, repairing, cleansing, and lighting thereof shall be under the care, management, control, and jurisdiction of the before-mentioned vestry.

Errors and omissions in plans, &c. to be corrected by justices, who shall certify the same.

17. If any omission, misstatement, or erroneous description shall have been made of any lands, or of the owners, lessees, or occupiers of any lands, on the deposited plans or in the deposited books of reference, the Board may, after ten days notice to the owners of the lands affected by such proposed correction, 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 matter 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 with the vestry clerk of the parish of St. Martin in the Fields, and such certificate shall be kept by such clerk of the peace along with the

Certificate to be deposited.

other documents to which they relate, and thereupon such plan or book of reference shall be deemed to be corrected according to such certificate, and the Board may take the lands in accordance with such certificate.

Power to sell materials.

18. The Board may sell the materials of the houses and buildings which may be purchased or taken by them under the powers of this Act.

Power to the Board, their surveyors, &c. to enter upon houses, &c.

19. The Board and their surveyors, officers, and workmen may from time to time, at all reasonable times in the day, upon giving in writing for the first time twenty-four hours, and afterwards from time to time twelve hours previous notice, enter into and upon the lands authorised to be taken and used as aforesaid, or any of them, for the purpose of surveying and valuing the said premises, without being deemed trespassers, and without being subject or liable to any fine, penalty, or punishment on account of entering or continuing upon any part of the said lands.

Verdict of value and damages to be ascertained separately.

20. The jury or arbitrator to whom any question of compensation under this Act is referred shall award all determinations, judgments, and verdicts which they shall make and give concerning the value of lands, or any share, estate, or interest therein or charge thereon, separately and distinctly from the consideration of any other loss to which the occupier may personally be entitled, or any loss or damage to be sustained by any person, in consequence of the execution of any of the powers of this Act, and shall distinguish the value set upon the lands, or share, estate, or interest therein or charge thereon, and the money assessed or adjudged for such loss or damage as aforesaid, separately and apart from each other; and when any money shall be assessed or adjudged for such loss or damage as aforesaid, the jury or arbitrator shall, if required by the Board, award and declare whether the statement delivered by the claimant of the manner in which any amount of money which shall have been demanded as a compensation for the same has been computed and made up gave sufficient particulars to enable the Board to make a proper offer, and if the jury or arbitrator shall be of opinion that the statement delivered by the party claiming compensation of the manner in which any amount of money which shall have been demanded as a compensation has been computed and made up did not give sufficient particulars to enable the Board to make a proper offer, one half of the costs of summoning, empannelling, and returning the jury, and of taking the inquiry, and in recording the verdict and judgment therein, or, as the case may be, one half of the costs of the arbitration, shall be defrayed by the

A.D. 1873.

person with whom the Board shall have such controversy or dispute, and the remaining half shall be defrayed by the Board, anything in "The Lands Clauses Consolidation Act, 1845," to the contrary notwithstanding.

Provisions for deficiencies in land tax.

21. And whereas, by reason of the exercise of the powers by this Act granted, there may be deficiencies in the assessments for land tax: Therefore the Board, in case they shall become possessed, by virtue of this Act, of any premises charged with the land tax, shall from time to time, until the works hereby authorised shall be completed and assessed to such land tax, be liable to make good the deficiency arising within the parish by reason of any lands having been taken or used for the purposes of this Act, and such deficiency shall be computed according to the rental at which such lands with any buildings thereon were valued or rated at the time of the passing of this Act, and the Board shall pay all deficiencies on demand thereof to the collector of the said assessments; nevertheless, if at any time the Board think fit to redeem such land tax, they may do so in accordance with the powers in that behalf given by the Acts for the redemption of the land tax.

Power to lease surplus lands.

22. In case any lands which shall be purchased under the provisions of this Act and cleared shall not be laid into and form part of the improvement, the Board may, when and as they shall think fit so to do, demise and lease such lands, or such parts thereof as the Board shall think it expedient to let on building leases, either altogether or in parcels, to any person or persons who shall erect and build or covenant and agree to erect and build thereon, or on any part thereof, houses, erections, and buildings of such rate or class of building, and upon such plan and elevation, and of such height and with such storeys, as the Board shall think proper, for any term or number of years to determine at or before the expiration of ninty-nine years from and after the passing of this Act, so as there be reserved in every such demise or lease such yearly rent to be incident to the immediate reversion of the premises therein comprised as to the Board shall seem reasonable, and so that in every such demise or lease there be contained a covenant for the payment of the rent thereby to be reserved, and such other covenants on the part of the tenant or lessee to be therein named as the Board shall reasonably advise or require, and also a clause in the nature of the condition of re-entry on non-payment of the rent thereby to be reserved or on non-performance of the covenants therein to be contained on the part of the tenant or lessee to be observed and performed, and every such tenant or lessee shall give such good and sufficient security for the erecting, finishing, and completing of

every such house, erection, and building which he shall covenant or agree to erect within the time in which he shall have contracted to finish the same as the Board shall order and direct; and further, that in any such lease the Board may, if they think fit, accept and take any fine for the granting thereof, and may enter into any agreement for the granting any lease on such terms and conditions as they may think fit, and on granting leases in pursuance of such agreements may alter the amount of the rents agreed to be reserved in such leases, and may apportion the same and grant separate leases of any part of the hereditaments by any such agreement agreed to be leased as the Board think fit, and may also alter or rescind any agreement as aforesaid, and may accept any surrender of any lease granted for the purpose of granting separate leases of the same premises at apportioned rents, or under different covenants or otherwise, in all respects as the Board shall think fit, and any part of the said land may be appropriated for and left as yards or courts to be attached to any houses agreed to be leased as the Board shall think fit.

Board to sell the ground rents and reservations to be comprised in such leases.

23. As soon as conveniently may be after the houses, erections, and buildings to be erected as herein-before is mentioned, or any of them, shall be finished and completed, and either before or after any such leases shall have been granted thereof, the Board shall sell and dispose of, or cause to be sold and disposed of, the ground rents to be reserved by the leases or demises, or agreed to be reserved by any such agreement as aforesaid in pursuance or in consideration of which the same houses respectively shall have been erected and built, or shall be agreed to be erected and built, and also the reversion and inheritance in fee simple in possession (subject to such leases, demises, or agreements of the lands therein demised or agreed to be demised) of such houses and other buildings, except such as shall have been otherwise disposed of pursuant to this Act, either altogether or in parcels, by public auction or private contract, for such price or prices, or sum or sums of money, as the Board shall think reasonable, and subject to such stipulations and provisions for the enjoyment thereof, and as to the nature of the buildings which are to be at all times erected and built, and also subject to such stipulations as to the title to be produced to the hereditaments to be sold, as the Board shall think fit; and as regards any stipulations or provisions which may be contained in any such conveyance, the same may at all times thereafter be enforced in a court of equity by the Board for the benefit of the parties entitled to the other property adjoining or held under the same title in such manner in all respects as the Board shall think fit.

A.D. 1873.

Board may sell land in the first instance without having previously granted a lease thereof.

24. Subject to the provisions of this Act, the Board may, if they shall think it expedient so to do, sell and dispose of, in the manner herein-before directed, all or any lands which they may have purchased under the powers of this Act, and which shall not be laid out and form part of the improvement, without having previously granted or agreed to grant any lease thereof, and convey and assure the same unto the purchaser or respective purchasers thereof for any sum or sums of money, and upon, under, and subject to such terms and conditions, and with, under, and subject to such covenants and agreements on the part of the person or persons purchasing or agreeing to purchase the same, with respect to the size or class of the houses, erections, and buildings to be erected thereon, and the height, size, and elevations thereof, and the time and manner of erecting the same, and with respect to any other matters, restrictions, and things relating thereto, as the Board shall think fit to impose.

Board shall sell any land which may not be wanted.

25. Subject to the provisions of this Act, the Board shall, within ten years after the completion of the improvement, sell and dispose of to any person or persons, and grant and convey such parts of the said lands as they shall think proper to let on building leases, and any other lands which they may have purchased under the authority of this Act which shall not be wanted for the purposes of this Act.

Receipts of Board to be effectual discharges.

26. The receipt of the Board for any purchase moneys, rents, or profits, or other money payable to the Board by virtue of this Act, shall be a sufficient and effectual discharge for the money in such receipt expressed or acknowledged to be received, and the person to whom the same shall be given shall not afterwards be answerable or accountable for the misapplication or non-application of the money in such receipt expressed or acknowledged to be received.

For protection of the Craven estate.

27. Whereas by the Thames Embankment Act, 1862, (section 54,) the Board were required to appropriate and set apart so much of the land to be acquired by them under the powers of that Act lying southward of the Craven estate as was necessary for the formation of a public street of not less than sixty feet in width in continuation of Craven Street, up to and to communicate with the new street fourthly described in the said Act, and which land was not to be used for any other purpose: And whereas by the Thames Embankment (North and South) Act, 1868, (section 28,) it is enacted that the before-mentioned section of the Act of 1862 as to the appropriation of land for the purposes of the continuation of Craven Street shall extend and apply to all lands purchased by the Board under the powers of the said Act of 1862, whether part of the

A.D. 1873.

Craven estate or lying southward thereof, and as if the street No. 3 by the Act of 1868 authorised were mentioned in the said 54th section of the said Act of 1862, instead of the street in that Act fourthly described: And whereas the continuation of the said Craven Street has not yet been made: And whereas certain parts of the said Craven estate are sought to be acquired by the Board under the powers of this Act, and it has been agreed with William George Craven, Esquire, the owner of the said estate, that the following provisions shall be in force for the benefit of his estate instead of the before-mentioned enactments of the said Acts of 1862 and 1868: Therefore those enactments shall be and the same are hereby repealed, and instead thereof the following provisions shall be in force:

The Board shall remove the railings at the end of Craven Street, and make, within seven years after the passing of this Act, a street not less than thirty-six feet wide in continuation of Craven Street, up to and to communicate with the street No. 3 by the before-mentioned Act of 1868 authorised.

Any buildings which may be erected under the powers of this Act on the easternmost side of the continuation of Craven Street shall not extend beyond the present line of buildings on the eastern-most side of that street.

The Board shall not, except by agreement with the said William George Craven, or other the owner for the time being of the estate, purchase, enter upon, take, use, or otherwise interfere with, either temporarily or permanently, any of the lands and houses forming part of the estate other than those numbered on the deposited plans 50, 51, 52, 53, 55, and 56 respectively.

So far as the estate and interest of the said William George Craven in such houses is concerned, the Board may purchase the houses in Craven Street numbered respectively 25 and 26.

The properties numbered 57, 58, and 59 may be built upon.

28. Notwithstanding anything in the said Acts of 1862 and 1868, or either of those Acts, contained, the Board may, subject to the provisions and restrictions of this Act, set apart and appropriate for building purposes the properties numbered respectively 57, 58, and 59.

53rd section of Act of 1862 not to apply to this Act.

29. Nothing in the 53rd section of the Thames Embankment Act, 1862, contained, restricting the erection of buildings upon certain lands acquired from the Most Noble Algernon late Duke of Northumberland shall extend or apply to any lands purchased under the powers of this Act.

A.D. 1873.

Plan of new buildings to be submitted to council of the Royal Institute of British Architects.

30. The architectural elevations of all buildings to be erected under this Act, fronting the new approach to the Thames Embankment, or fronting any street to be made under this Act, shall be submitted by the Board to the consideration of the council of the Royal Institute of British Architects previous to the commencement of any such buildings.

Limitation of time for purchase of lands and construction of works.

31. The powers of the Board for the compulsory purchase or taking of the lands authorised to be taken by this Act shall not be exercised after the expiration of five years to be computed from the passing of this Act, and if any part of the improvement is not completed within seven years from the passing of this Act, then on the expiration of that period the powers of the Board under this Act for the execution thereof shall cease to be exercised.

Saving rights of the Crown.

32. Nothing contained in this Act or in any of the Acts herein referred to shall authorise the Board to take, use, or in any manner interfere with any land or hereditaments, or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same commissioners, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such commissioners are hereby respectively authorised to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Power to apply existing funds.

33. The Board may apply for the purposes of this Act any money raised or authorised to be raised by them under any other Act, and not required for the purposes of that other Act.

Power to borrow.

34. The Board may borrow such money as they from time to time require for the purposes of this Act, and all the provisions of "The Metropolitan Board of Works (Loans) Acts, 1869 to 1871," except the limitation of amount in section 38 of the first of those Acts, shall extend and apply to such borrowing.

Expenses of Act.

35. The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act, or incurred by the Board with reference thereto, shall be paid by the Board out of the moneys by this Act authorised to be raised or applied for the purposes of the improvement.

SCHEDULE referred to in the foregoing Act.

An Agreement made this 28th day of February eighteen hundred and seventy-three, between the Most Noble Algernon George Duke of Northumberland and the Honourable Henry George Percy (commonly called Earl Percy, the eldest son and heir apparent of the said Algernon George Duke of Northumberland) of the one part, and the Metropolitan Board of Works (herein-after called the "Board") of the other part.

Whereas the said Duke of Northumberland and Earl Percy, or the survivor of them, are and is or claim and claims to be able to make title in fee simple in possession (subject as herein appears) to the messuages, lands, and hereditaments herein-after more particularly described as intended to be sold: And whereas negotiations have for some time past been in progress for the acquisition by the Board, on behalf of the public, of the said messuages, lands, and hereditaments. And whereas the Board have given notice, in accordance with the standing orders of both Houses of Parliament, of their intention to apply in the present session of Parliament for an Act, and with that object have deposited a Bill in the proper offices of the Houses of Parliament (herein-after referred to as the Bill), intituled "A Bill for making a new street from Charing Cross to the "Victoria Embankment," and power is sought by the Bill to acquire the said messuages, lands, and hereditaments for the purposes of the Bill, and the Board have, in accordance with the said standing orders, duly deposited with the clerk of the peace for the county of Middlesex plans and sections describing the line and levels of the intended new street, and the lands (including the said messuages, lands, and hereditaments of the said Duke of Northumberland and Earl Percy) which will or may be required for the purposes thereof, or which may be taken under the powers of the proposed Act, and a book of reference containing or intended to contain the names of the owners, lessees, and occupiers of those lands, and describing the same lands:

Now these presents witness, and it is hereby agreed between the said Duke of Northumberland and Earl Percy for themselves respectively and their respective heirs and assigns, and the Board for themselves and their successors, as follows; that is to say,

1. This agreement is (save as to the 16th clause thereof) made conditional on and subject to the passing of the Bill into a law in the present session of Parliament, and this agreement, if (or so much of it as) the said Duke and Earl, or the survivor of them, shall in writing so require, shall be scheduled to the Bill, and all proper amendments of and additions to the Bill shall be made for confirming this agreement, and for providing for its incidents and consequences, and for carrying into complete effect and completing this agreement, and all its incidents and consequences; and the Board shall use their best endeavours to procure the passing of the Bill into a law in the said session.

A.D. 1873.

2. Subject to the terms and conditions herein contained, the said Duke of Northumberland and Earl Percy (herein-after called the vendors) will sell to the Board and the Board will purchase at the price of 497,900*l.* the freehold and inheritance in fee simple (free from incumbrances except as herein provided for) of and in such of the messuages, lands, and hereditaments referred to in the said deposited plan and book of reference as belong to the vendors, and which are more particularly described in the first schedule hereunder written, and are also delineated and shown, or intended so to be, on the plan annexed to these presents, which plan has been signed by Mr. John Griffith as the surveyor of the vendors, and by Mr. George Vulliamy as the surveyor of the Board, and which schedule and plan are to be considered part of this agreement.

3. The said price or sum of 497,900*l.* is to include all compensation which might become payable by the Board to the vendors by reason of the taking by the Board of the said messuages, lands, and hereditaments, and the execution by the Board of the works authorised by the said Bill when passed into a law, but is not to include any compensation to tenants or occupiers for their interest in the premises, or to other parties having rights or easements affecting the said messuages, lands, and hereditaments, or any part thereof, which last-mentioned compensation is to be arranged and paid by the Board, nor is it to include any of the fixtures or things in or about Northumberland House, enumerated in the second schedule hereunder written, which the vendors or either of them, acting under the seventeenth clause of this agreement, may desire to remove.

4. The said price or sum of 497,900*l.* shall be paid by the Board to the vendors, or as they shall in writing direct, on the day of the expiration of 12 calendar months after the day on which the Bill shall receive the Royal Assent, at the office of the vendors solicitors, Messrs. Bell and Stewards, 49, Lincoln's Inn Fields.

5. The title to the property now agreed to be sold shall commence as to parts thereof with certain indentures of lease and release bearing date the 6th and 7th of August 1821; as to further parts thereof with certain indentures of lease and release bearing date the 10th and 11th of February 1825; as to further parts thereof with certain indentures of lease and release bearing date the 30th and 31st of March 1825; as to further parts thereof with certain indentures of lease and release bearing date the 1st and 2nd of May 1826; as to further parts thereof with a certificate of contract for sale by the Commissioners of His Majesty's Woods, Forests, and Land Revenues, bearing date the 15th of November 1827; as to further parts thereof with a certain indenture dated the said 15th day of November 1827; and as to the residue of the said property with certain indentures of lease and release bearing date the 22nd and 23rd of January 1817; and the Board shall assume, without any other evidence of the fact than a declaration to be made by Mr. Thomas Williams, if alive, and if dead by some other competent person, that the whole of such residue was included in those indentures, and passed under the specific and general words of description in the said indenture of release contained; and the Board shall not be entitled to, and shall not and will not require the production of, or investigate or make any objection or requisition whatever in respect of the prior titles to the different portions of the said property hereby agreed to be sold, whether

such prior titles severally and respectively appear by recital, statement, implication of law or fact, or otherwise howsoever, or do not appear at all, and all recitals as to and statements of fact contained in any deed or other document more than 30 years old shall be assumed by the Board to be true, and as evidence absolutely conclusive; and the recitals and statements contained in a certain disentailing assurance, dated the 19th day of December 1868, of and relating to the deaths, pedigree, and succession of the different members of the house of Percy, as well to the titles as to the estates of that house, and other matters, shall (unless the Board shall, at their own expense, prove the contrary of such or any of such recitals or statements to be true) be accepted by the Board as conclusive evidence as to such deaths, pedigree, and other matters as aforesaid.

6. The Board shall not require the production of, nor make any requisition as to or objection on account of the non-production of, any Acts of Parliament, deeds, documents, or muniments of title dated more than 40 years ago which are not in the possession of the vendors, nor shall the Board raise or make any objection to the title on the ground that any deed or deeds, wills, or other documents not hitherto registered in Middlesex, which may appear to them to be proper to be registered or to require registration there, have not been registered, nor shall they require any such to be registered by or at the expense of the vendors or either of them, nor shall the Board require the production of any deed or other document not in the vendors possession, of which the vendor shall produce an official or office or attested copy, nor make any objection on the ground of any existing covenant for the production of any deeds, muniments of title, or documents being invalid or insufficient, or not running with the land or otherwise, nor require any other covenant for the production of any such deeds, muniments, or documents, nor make any objection on account of the absence thereof, but shall be satisfied in all respects with such existing covenant or covenants.

7. As portions of the property hereby agreed to be sold are, as herein-before appears, held by the vendors under different titles, and from the erection, removal, and alteration of marks, boundaries, fences, and other circumstances the respective parts held under the several titles cannot or may not now in all cases be distinguished with exact certainty, the vendors shall not be required to distinguish them or to identify the particular parts of the property now agreed to be sold, as the same is described in the schedule to these presents, and shown on the said plan annexed hereto, with the particular parts of the property as described in any earlier description or plan with which the said particular parts of the said property are alleged by the vendors to be identical, and the Board shall not make any objection to the title on that account.

8. The said Duke of Northumberland has duly paid in full the whole of the succession duty payable by him in respect of the succession which devolved upon him on the death in 1867 of his late father, George Duke of Northumberland, but the rate, and therefore the amount of succession duty which may have attached or may attach upon the property hereby agreed to be sold in respect of the succession hereafter to take place on the death of the said Duke of Northumberland, party hereto, will (if the same shall become payable at all

A.D. 1873.

in respect of the said property) remain uncertain until the future course of events shall decide whether the said Earl Percy or a son of the said Earl Percy, or other person, shall be the successor on the death of the said Duke, the vendor. The Board shall not require the vendors, or either of them, to compound for and pay before the completion of the purchase any succession duty which may be deemed to have attached upon the property now agreed to be sold in respect of the succession hereafter to take place on the death of the said Duke, nor shall the Board require any portion of the purchase money to be set aside to provide for or answer such succession duty, but shall be satisfied with the covenant of the vendors, which they will give, that all succession duty shall and will be paid at the proper time or times in respect of the said property by the person who shall or may be liable to pay the same, if and when such succession shall take place, and with the vendors charging other lands of sufficient value with the payment of all such succession duty in exoneration of the property hereby agreed to be sold.

9. The sale is made subject to all quit and other rents (if any) charged on the property or issuing thereout, and to all public and private rights of way, party walls, and easements of any kind affecting the property agreed to be sold or any part thereof.

10. The property by these presents agreed to be sold shall be taken to be correctly described as to dimensions and otherwise in the said plan, and if any misstatement, mismeasurement, mistake, or omission be discovered in the said plan, the same shall not annul the sale, nor shall any compensation be made or allowed on either side in respect thereof, it being the true intent and meaning of these presents that the Board shall purchase Northumberland House and all other the premises hereby agreed to be sold as they stand and are occupied by the Duke of Northumberland as the owner thereof for the time being, as described in the 1st schedule, subject only to the tenancies therein mentioned.

11. The Board shall and will bear the expense of the production, inspection, and examination, and of making and furnishing abstracts of all deeds and documents not in the vendors possession, for the production of which they may consistently with these presents be entitled to call, wherever the same may be, and of obtaining and making all certified, attested, office, or other copies of or extracts from Acts of Parliament, records, registers, deeds, wills, and other documents, and of obtaining, making, and producing all declarations, information, or evidence not in the vendors possession or knowledge, and whether required for the verification or completion of the abstract or the title, or for any other purpose, and of all journeys, searches, and inquiries of or incidental to the above purposes, or any or either of them.

12. The Board shall send in writing to the office of the said Messrs. Bell and Stewards, within six weeks after the delivery of the abstracts of title, all their objections and requisitions (if any) in respect of the title, and of all matters appearing on these presents or the abstracts of title, and in this respect time shall be the essence of the contract, and in default of such objections and requisitions (if none) and subject only to such (if any) shall be deemed to have accepted the title.

13. Upon payment as aforesaid of the said purchase money the vendors and all other persons, if any, who can or may, consistently with the terms of this agreement, be deemed to be necessary parties, shall, subject to the provisions of this agreement, execute a proper assurance of the premises and the freehold and inheritance in fee simple thereof to the Board, such assurance to be prepared by and at the Board's expense, and to be left at the office aforesaid not less than fourteen days previously to the day herein-before appointed for completion of the purchase.

14. The rents of such of the premises as are not in hand and the outgoings of all the premises shall, upon the completion of the purchase, be apportioned.

15. Such of the muniments of title relating to the property hereby agreed to be sold as do not relate only to distinct portions of such property, but also relate to other property belonging to the vendors, will not be given up to the Board, but will be retained by the person or persons in whose custody they now are; and the said Duke will enter into the usual qualified tenant for life's covenant with the Board for the production and furnishing copies of such of them as are in his possession, such covenant to be prepared by and at the expense of the Board.

16. The Board shall pay to the vendors their costs and expenses of and relating to this agreement and the negotiation prior thereto, including therein reasonable and proper charges for surveyors fees, for surveys, valuations, negotiations, and matters incident to the business, to be settled in case of difference by Mr. George Pownall, and also the vendors costs of title and conveyance, as provided by the Lands Clauses Consolidation Act, 1845, and all the costs, charges, and expenses which may be properly incurred by the vendors or the survivor of them in connexion with the said Bill and the passing thereof, and of their or his appearance in Parliament during the progress thereof through both Houses, and also if the said Bill shall fail to pass, and this agreement fail therefore to take effect, in other respects shall and will pay to the vendors and the survivor of them all such costs, charges, and expenses in respect of the matters in this clause before mentioned respectively as shall have been incurred by them or him in consequence of these presents having been signed by them.

17. It shall be lawful for the vendors or either of them, at any time before the completion of the purchase, to take away and remove for their own use and benefit, without paying compensation for the same or for any damage reasonably occasioned by such taking away and removal from and out of the mansion house, messuages, land, and premises coloured green on the said plan and the structures thereof, all such fixtures and works of art and other articles, things, and materials in the nature of fixtures as are specified in the second schedule hereunder written, and the said vendors shall not nor shall either of them be liable to make any compensation for any damage reasonably occasioned by the taking away and removal before the completion of the purchase from and out of the said mansion house, messuages, lands, and premises of any personal property belonging to or in the custody of the vendors or either of them. In witness whereof the said Algernon George Duke of Northumberland and

A.D. 1873.

Henry George Earl Percy have hereunto set their hands and seals, and the said Metropolitan Board of Works have hereunto caused their common seal to be affixed the day and year first above written.

The First Schedule above referred to.

Names of Lessees or Tenants holding under his Grace.	Term of Holding.	Description of Premises.
In hand - - -	- - -	Northumberland House, stables, offices, gardens, yards, and premises coloured green on plan.
Unoccupied - -	In hand - -	Vacant land, formerly part of Northumberland Wharf, Percy Wharf, and Middle Wharf, coloured yellow on plan.
Frederick Grove Dobbs -	Yearly - - -	No. 1, Strand.
Henry William Field -	Yearly - -	„ 2, Strand.
David Wire Barton - -	Yearly - - -	No. 3, Strand.
Richard Stringer Starkie -	Yearly - -	„ 4, Strand.
Robert Legg - - -	Yearly - - -	„ 1, Northumberland Court.
Henry John Catmur - -	Yearly - -	„ 4, Northumberland Court.
Unoccupied - -	In hand - -	„ 5 and 6, Northumberland Court.
Thomas Bourhill - -	Lease expiring 29th September 1873.	„ 12, Northumberland Street.
William Smith - -	Lease expiring 25th March 1874.	„ 13, Northumberland Street.
Robert Hinnell - -	Lease expiring 25th March 1874.	„ 14, Northumberland Street.
Robert Todd - - -	Yearly - -	„ 15, Northumberland Street.
Thomas Flight - -	Lease expiring 24th June 1874.	„ 16, Northumberland Street.
Thomas Flight - -	Lease expiring 24th June 1874.	„ 17, Northumberland Street.
George Locket - - -	Quarterly - -	Percy Cham .
Thomas Woolley Marshall -	Quarterly - -	
George Todd - - -	Quarterly - -	
Alfred Richard Marten and Thomas Meredith.	Quarterly - -	
John Bowne - -	Quarterly - -	
William Burton West -	Quarterly - -	Percy Chambers.
Richard Morgan and Joseph Pomfret Vander Meulin.	Tenancy expires 25th March 1873.	

Names of Lessees or Tenants holding under his Grace.	Term of Holding.	Description of Premises.
William Hampton and George Hampton.	Quarterly - -	Stables and premises at rear of Percy Chambers.
Asher Rake - - -	Monthly - -	Shop, Great Scotland Yard.
John Daniel Thompson -	Lease expiring 25th March 1874.	No. 18, Northumberland Street, Northumberland Arms.
Thomas Hitt - - -	Lease expiring 25th March 1874.	No. 19, Northumberland Street.
Charles Waring Begent -	Lease expiring 25th March 1874.	„ 20, Northumberland Street.
Thomas Hitt - - -	Lease expiring 25th March 1874.	„ 21, Northumberland Street.
William Henry Gillott -	Yearly - -	No. 22, Northumberland Street.
George Cable - -	Lease expiring 25th March 1885, but determinable 25th March 1878 by six months previous notice in writing by the Duke.	„ 23, Northumberland Street.
Elizabeth Brooke - -	Yearly - -	„ 24, Northumberland Street.
Richard Cobbett - -	Yearly - - -	„ 25, Northumberland Street.
John Joseph Skegg - -	Promised twenty-one years lease expiring 29th September 1886, but determinable 29th September 1879 by six months previous notice in writing by his Grace.	„ 26, Northumberland Street.
Elizabeth Brooke - -	Yearly - -	„ 27, Northumberland Street.
Edmund Cobbett - -	Yearly - - -	„ 28, Northumberland Street.
Elizabeth Dodge - -	Yearly - -	„ 29, Northumberland Street.
Timothy Cavanagh - -	Yearly - -	„ 32, Northumberland Street.
George Ager - - -	Yearly - -	„ 32A, Northumberland Street.
Francis Hooper - -	Yearly - -	„ 33, Northumberland Street.
Evan Jones - - -	Yearly - -	„ 34, Northumberland Street.
Asher Rake - - -	Yearly - -	„ 35, Northumberland Street.
Joseph Laye - -	Yearly - -	„ 36, Northumberland Street.

All the piece of uninclosed land in Northumberland Court marked "X" on plan, subject to all public rights (if any) which may now affect the same.

All the pieces of uninclosed land in and about Scotland Yard marked "Z" on plan, subject to all public rights and easements now affecting the same.

A.D. 1873.

The Second Schedule above referred to.

All pier and other glasses on the premises.

Eleven chimney-pieces and the slabs and hearths thereof, as follows:

One in the Duchess's sitting-room.
One in the Duchess's bed-room.
One in the Duchess's boudoir.
One in the red drawing-room.
One in the large drawing-room.
One in the grey drawing-room.
One in the small dining-room.
One in the large dining-room.
One in the glass drawing-room.
Two in the ball-room.

The panels and other decorations in the ceiling of the glass drawing-room, whether on canvas, wood, or otherwise, and the decorations of the sides of the said room.

The chimney-piece and the slabs and hearths thereof and tapestry and other decorations of the tapestry-room.

The glass lamps and gas ornaments in the ceiling of the corridor adjoining the ball-room and the decorations (including the cartoons and the frames thereof) of such room.

Three iron key closets and the iron safe in the Duchess's boudoir.

The candelabra at the bottom of the grand staircase fastened to the balustrades.

The chimney-piece and the slabs and hearths thereof in the library.

The lion at the top of front entrance.

The gates and wood and ironwork connected therewith in front, next Charing Cross.

The door and fittings of the new plate closet.

Five strong closets in the butler's pantry.

The whole of the door locks and keys marked with the ducal coronet.

The foot bolts at the entrance of stable gates.

The fixed cooking apparatus in the kitchens and scullery.

The painted window in the lobby by the boudoir.

All pictures and works of art which are painted on or are fixed to the ceilings or walls of the premises, and which the said Duke may desire to retain, not in any way for sale, but for remembrances or relics of the present house.

Provided that all tenants fixtures to be removed shall be subject to the revision of the officers of the Board.

Northumberland. L.S. Percy. L.S.

Signed, sealed, and delivered by the within-named Algernon George Duke of Northumberland in the presence of A.D. 1873.

Alfred Bell,
49, Lincoln's Inn Fields,
Solicitor.

Signed, sealed, and delivered by the within-named Henry George Earl Percy in the presence of

W. B. Battiscombe,
Major late 91st Highlanders,
39, Porchester Square, London.

Sealed by Order,
J. E. Wakefield,
Clerk of the Board.

The Seal of the Metropolitan Board of Works.

An Agreement made this twenty-eighth day of February eighteen hundred and seventy-three, between the Most Noble Algernon George Duke of Northumberland of the one part, and the Metropolitan Board of Works of the other part.

Whereas the said Duke of Northumberland is or claims to be able to make a title in fee simple in possession (subject as herein appears) to the messuages, land, and hereditaments herein-after more particularly described as intended to be sold: And whereas negotiations have for some time past been in progress for the acquisition by the said Metropolitan Board of Works (herein-after called the purchasers), on behalf of the public, of the said messuages, lands, and hereditaments: And whereas the purchasers have given notice, in accordance with the standing orders of both Houses of Parliament, of their intention to apply in the present session of Parliament for an Act, and with that object have deposited a Bill in the proper offices of the Houses of Parliament (herein-after referred to as the Bill), intituled "A Bill for making a new Street from "Charing Cross to the Victoria Embankment," and power is sought by the Bill to acquire the said messuages, land, and hereditaments for the purposes of the Bill, and the purchasers have, in accordance with the said standing orders, duly deposited with the clerk of the peace for the county of Middlesex plans and sections describing the line and levels of the intended new street, and the lands (including the said messuages, land, and hereditaments of the said Duke of Northumberland) which will or may be required for the purposes thereof, or which may be taken under the powers of the proposed Act, and a book of reference containing or intended to contain the names of the owners, lessees, and occupiers of those lands, and describing the same lands: Now these presents witness, and it is hereby agreed between the said Duke for himself and his heirs and assigns, and the purchasers for themselves and their successors, as follows; that is to say,

A.D. 1873.

1. This agreement, save as to the 13th clause thereof, is made conditional on and subject to the passing of the Bill into a law in the present session of Parliament, and this agreement, if (or so much of it as) the said Duke of Northumberland shall in writing so require, shall be scheduled to the Bill, and all proper amendments of and additions to the Bill shall be made for confirming this agreement, and for providing for its incidents and consequences, and for carrying into complete effect and completing this agreement and all its incidents and consequences, and the purchasers shall use their best endeavours to procure the passing of the Bill into a law in the said session.

2. Subject to the terms and conditions herein contained, the said Duke (herein-after called the vendor) will sell and the purchasers will purchase at the price of 2,100*l.* the freehold and inheritance in fee simple, free from incumbrances, except as herein provided for, of and in such of the messuages, lands, and hereditaments referred to in the said deposited plan and book of reference as constitute all those two several messuages, tenements, and dwelling-houses situate on the west side of Northumberland Court, in the parish of Saint Martin in the Fields, in the county of Middlesex, and numbered respectively 2 and 3 in the said court, as the same are now in the respective occupations of Eliza Jane Hure and Harry Vanderspek, as tenants thereof.

3. The said price or sum of 2,100*l.* is to include all compensation which might become payable by the purchasers to the vendor by reason of the taking by the purchasers of the said messuages, land, and hereditaments, and the execution by the purchasers of the works authorised by the Bill when passed into a law, but is not to include any compensation to tenants or occupiers for their interest in the premises, or to other parties having rights or easements affecting the said messuages, land, and hereditaments, or any part thereof, which last-mentioned compensation is to be arranged and paid by the purchasers.

4. The said price or sum of 2,100*l.* shall be paid by the purchasers to the person entitled to receive the same, or as he shall in writing direct, on the day of the expiration of 12 calendar months after the Bill shall receive the Royal Assent, at the office of his solicitors, Messrs. Bell and Stewards, 49, Lincoln's Inn Fields.

5. The title to the property now agreed to be sold shall commence as to part thereof with indentures of lease and release, respectively dated the 10th and 11th of August 1807, and as to the remaining part thereof with indentures of lease and release, respectively dated the 18th and 19th March 1808; and the purchasers shall not be entitled to, and shall not require the production of, or investigate, or make any objection or requisition whatsoever in respect of the prior title to the said property hereby agreed to be sold, whether such prior title appear by recital, statement, implication of law or fact, or otherwise howsoever, or do not appear at all, and all recitals as to or statements of fact contained in any deed or other document more than 20 years old shall be assumed by the purchasers to be absolutely true and as evidence conclusive.

6. The purchasers shall not require the production, nor make any objection on account of the non-production of any deeds, documents, or muniments of title dated more than forty years ago, which are not in the possession of the vendor, nor shall they raise or make any objection to the title on the ground

that any deeds, wills, or other documents not hitherto registered in Middlesex, which may appear to them to be proper to be registered or to require registration there, have not been registered, nor shall they require any such to be registered by or at the expense of the vendor. The property now agreed to be sold is believed to be and shall be taken to be correctly described in the description thereof contained in these presents, and if any error, misstatement, or omission be discovered in the said description, the same shall not annul the sale, nor shall any compensation be made or allowed on either side in respect thereof.

7. The purchasers shall bear the expense of the production, inspection, and examination, and of making and furnishing abstracts of all deeds and documents not in the vendors possession, for the production of which they may consistently with these presents be entitled to call, wherever the same may be, and of obtaining and making all certified, attested, office, or other copies of or extracts from registers, records, deeds, wills, and other documents, and of obtaining, making, and producing all declarations, information, or evidence not in the vendors possession or knowledge, and whether required for the verification or completion of the abstract or the title, or for any other purpose, and of all journeys, searches, and inquiries for or incidental to the above purposes, or any or either of them.

8. The purchasers shall send in writing to the office of the said Messrs. Bell and Stewards, within 28 days after the delivery of the abstract, all their objections and requisitions (if any) in respect of the title, and of all matters appearing on these presents or the abstract, and in this respect time shall be of the essence of the contract, and in default of such objections and requisitions (if none) and subject only to such (if any) shall be deemed to have accepted the title.

9. Upon payment on the day herein-before appointed for completion of the purchase at the office aforesaid of the said sum of 2,100*l.* the vendor and all other persons who can or may consistently with the terms of this agreement be deemed to be necessary parties shall (subject to the provisions of this agreement) execute a proper assurance of the premises and the freehold and inheritance in fee simple thereof to the purchasers, such assurance to be prepared by and at the expense of the purchasers, and to be left by them at the office aforesaid not less than fourteen days previously to the day herein-before appointed for completion of the purchase.

10. The rents of the property hereby agreed to be sold and all outgoings shall upon the completion of the purchase be apportioned.

11. Such of the muniments of title relating to the property hereby agreed to be sold as do not relate only to such property, but also relate to other property belonging to the said house of Percy, will not be given up to the purchasers, but will be retained by the vendor in whose custody as tenant for life of such other property they now are, and the vendor will enter into the usual qualified tenant for life's covenant with the purchasers for the production and furnishing copies thereof, such covenant to be prepared by and at the expense of the purchasers.

12. No person named as a party to the said conveyance who is a trustee shall be required to enter into any covenant for title other than the usual trustees covenant against incumbrances.

A.D. 1873.

13. The purchasers shall pay to the vendor his costs and expenses of and relating to this agreement and the negotiation prior thereto, including therein reasonable and proper charges for surveyors fees, for surveys, valuations, negotiations, and matters incident to the business, to be settled in case of difference by Mr. George Pownall, and also the vendors costs of title and conveyance as provided by the Lands Clauses Consolidation Act, 1845; and also, if the said Bill shall fail to pass, and this agreement fail thereupon to take effect, in other respects shall and will pay to the vendor all such costs, charges, and expenses in respect of the matters in this clause before mentioned respectively as shall have been incurred by him in consequence of these presents having been signed by him. In witness whereof the said Algernon George Duke of Northumberland has hereunto set his hand and seal, and the said Metropolitan Board of Works have hereunto caused their common seal to be affixed the day and year first above written.

Northumberland. L.S.

Signed, sealed, and delivered by the within-named Algernon George Duke of Northumberland in the presence of

Alfred Bell,
49, Lincoln's Inn Fields,
Solicitor.

Sealed by Order,
J. E. Wakefield,
Clerk of the Board.

The Seal of the Metropolitan Board of Works.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1873.