CHAPTER clxxxi.

An Act to empower the East London Railway Company to construct a new railway and to abandon an authorised railway and to lease their undertaking and for other purposes. [10th August 1882.]

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WHEREAS it is expedient that the East London Railway Company (in this Act called the Company) should be empowered to make the new railway at Whitechapel in this Act described for connecting their system of railways with the systems of the Metropolitan Railway Company and the Metropolitan District Railway Company and that the Company on the one hand and the Metropolitan Railway Company and the Metropolitan District Railway Company or either of them on the other hand should be empowered to enter into agreements as herein-after provided with reference to the railway by this Act authorised and that the Company should be empowered to raise further capital and that further provision should be made with reference to their existing capital as herein-after set forth:

And that the Company should be authorised to abandon the railway called the Bethnal Green Junction authorised by the East London Railway Act 1876: 39 & 40 Vict. c. lii.

And that provision should be made for the lease to the London Brighton and South Coast Railway Company the South-eastern Railway Company the London Chatham and Dover Railway Company the Metropolitan Railway Company and the Metropolitan District Railway Company of the undertaking of the Company:

And whereas plans and sections showing the lines and levels of the railway by this Act authorised and the lands required or which may be taken for the purposes or under the powers of this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerk of the peace for the county

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of Middlesex and are herein-after respectively referred to as the deposited plans sections and book of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited as the East London Railway Act, 1882.

Incorporation of general Acts.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.
8 & 9 Vict. c. 16.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act that is to say the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) of the Railway Clauses Act 1863. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):

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 nonpayment of calls:

The remedies of creditors of the Company against the shareholders:

The borrowing of money and security of borrowed money:

The conversion of the borrowed money into capital:

The consolidation of shares into stock:

The general meetings of the company:

The making of dividends:

The giving of notices: and

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

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 and the Railway Companies Act 1867.

26 & 27 Vict. c. 118.
30 & 31 Vict. c. 127.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction: the expression "the railway" means the railway by this Act authorised: the expression "the lessees" means the London Brighton and South Coast Railway Company the South-eastern

Railway Company the London Chatham and Dover Railway Company the Metropolitan Railway Company and the Metropolitan District Railway Company: the expression "the Brighton Company" means the London Brighton and South Coast Railway Company: the expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall for the purposes of this Act 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.

NEW RAILWAY.

Power to make railway.

4. The Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is—

A railway two furlongs six chains and fourteen yards in length to be situate wholly in the parish of Saint Mary Whitechapel in the county of Middlesex commencing by a junction with the railway of the Company at or near the point where that railway passes under Raven Row and terminating by a junction with Railway No. 4 authorised by the Metropolitan and District Railways (City Lines and Extensions) Act 1879 at or near the point where that railway is intended to be carried under the Whitechapel Road twenty-four yards or thereabouts west of St. Mary's Street;

42 & 43 Vict. c. cci.

and the said railway and the works connected therewith shall except as herein-after otherwise provided be part of the undertaking of the Company Provided that such railway shall not be opened for

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traffic (unless Parliament shall otherwise enact) until the line and terminal and interchange station at Whitechapel authorised by the said Act of 1879 be completed and ready for the working of traffic.

Period for compulsory purchase of lands.

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

Power to deviate from levels of sections.

6. It shall be lawful for the Company in the construction of the railway to deviate from the levels and gradients as marked on the deposited sections to such an extent as may be found necessary or convenient for avoiding accommodating preserving or improving the drainage or sewers or other works in or under the streets through which the railway will be made and the Company may alter the inclination of the railway accordingly anything in the Railways Clauses Consolidation Act 1845 notwithstanding: Provided that nothing in this Act shall authorise the Company to alter the level of any road except with the previous consent in writing of the Surveyor to the Board of Works for the Whitechapel district.

Notice to be given of taking houses of labouring classes.

7. The Company shall not less than eight weeks before they take in the parish of Saint Mary Whitechapel fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of labouring classes to be displaced.

8. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of a house which the Company are by this Act authorised to acquire the Company shall (unless they and such persons otherwise agree) procure sufficient accommodation elsewhere for such person Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice and the Company may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement and may on any such lands erect labouring class dwellings and may let or otherwise dispose of such lands.

Power to owners to grant easements.

9. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company

any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Company empowered to underpin or otherwise strengthen houses near railway.

10. And whereas in order to avoid injury to the houses and buildings within one hundred feet of the railway it may be necessary to underpin or otherwise strengthen the same therefore it shall be lawful for the Company at their own costs and charges to underpin or otherwise strengthen any such house or building Provided that at least ten days notice shall (unless in case of emergency) be given to the owner lessee and occupier of the house or building intended to be underpinned or otherwise strengthened (each such notice to be left on the premises) and that the Company shall be liable to compensate the owner lessee and occupier of any such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment Provided also that if the owner lessee or occupier of any such house or building shall give within seven days after that notice counter notice in writing that he disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade and such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may in his discretion prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building and the costs of such referee shall be paid by the Company and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee Provided that nothing in this enactment contained nor any dealing with the property in pursuance of this enactment shall relieve the Company from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act Provided also that every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act 1845.

Confirming agreement with Governors of London Hospital.

11. The agreement whereof a copy is set forth in the schedule to this Act is hereby confirmed and made binding on the Governors of the London Hospital and the Company respectively.

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For protection of the East London Waterworks Company.

12. Whereas divers mains pipes services and other works belonging to and now in use by the East London Waterworks Company (in this section called "the Water Company") for the purpose of their water supply will or may in the execution of the works by this Act authorised be intersected or otherwise interfered with and divers other mains pipes services and works belonging to and now in use as aforesaid by the Water Company will or may be destroyed or rendered useless by the acquisition and appropriation by the Company of the lands houses and buildings which they are by this Act authorised to enter upon take and use Therefore the following provisions shall have effect:—

1. All works matters or things which the Company may be empowered or required to do or execute with reference to the mains pipes services or other works of the Water Company shall be done and executed by and at the expense of the Company but to the entire satisfaction and under the sole direction of and in such manner as shall be required by the engineer for the time being of the Water Company. Such works matters or other things shall not be commenced till after fourteen days notice thereof in writing shall have been given by the Company to the Water Company and if the Water Company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such work matter or thing require that the Water Company shall by their own engineer or workmen do or execute such work matter or thing the Water Company may on the expiration of the first-mentioned notice do or execute the same and the Company shall on the completion thereof pay to the Water Company the reasonable expenses incurred by them in the execution thereof:

2. The Company shall bear the reasonable expenses of and incident to the superintendence and watching by the Water Company or their engineer or officers of all or any of the works by this Act authorised during the progress and until the completion of the same and by which any main pipe service or work of the Water Company shall be interfered with:

3. If any interruption whatsoever in the supply of water by the Water Company shall be in any way occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the Water Company for the use and benefit of the Water Company the sum of ten pounds for every hour during which such interruption shall

continue such sum to be recovered by the Water Company in any court of competent jurisdiction:

4. The expense of all repairs or renewals of any main pipe or service of the Water Company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them shall be borne and paid by the Company and may be recovered against them by the Water Company in any court of competent jurisdiction:

5. The Water Company and their engineer and workmen may at all reasonable times when necessary enter upon the railway and works by this Act authorised for the purpose of laying and maintaining and may lay and maintain any mains or pipes over the said railway and works and in every case in which the works of the Company shall interfere with the mains and pipes of the Water Company the Company shall give every reasonable facility for provision being made so as to allow such mains and pipes to be replaced by mains and pipes of a larger size. Provided always that the Water Company shall in the exercise of these powers do as little damage as possible to the said railway and works:

6. If and when the Company under the powers of this Act acquire and appropriate any lands houses and buildings which are served with water by the mains pipes services or works of the Water Company laid down and maintained by them in any road street highway or place or stop up any such road street highway or place so that the same mains pipes services and works or any of them or any part thereof respectively become useless for supplying water the Company shall pay to the Water Company the cost to the Water Company of such mains pipes services and works and their expenses in and about the laying down of the same in their then position and the same shall thereupon become the property of the Company and the Company shall also pay to the Water Company their reasonable charges for removing any of their mains pipes services and works in immediate communication therewith and which the works of the Company shall render useless:

7. If any difference shall arise between the Company or their engineer and the Water Company or their engineer touching the amount of any costs expenses or charges under the provisions of this Act or any Act incorporated therewith to be paid by the Company to the Water Company or touching any

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work matter or thing with reference to the mains pipes services or other works of the Water Company under such provisions to be done or executed by the Company or the Water Company or the mode of doing or executing the same such difference shall be settled by arbitration in accordance with the provisions of the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration:

8. Except as in this Act specially provided nothing in this Act shall prejudice diminish alter or take away any of the rights privileges powers or authorities of the Water Company.

For protection of the Gas Light and Coke Company.

13. For the protection of the Gas Light and Coke Company (herein-after referred to as "the Gas Company") the following provisions shall have effect (that is to say):—

1. Whereas in execution of the works by this Act authorised the mains pipes syphons and other works belonging to the Gas Company may be intersected or otherwise interfered with and it is expedient that the Gas Company should have full control over the execution of all works in any way affecting the supply by them of gas so as effectually to provide against the supply thereof being impeded Therefore all works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Gas Company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the Gas Company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the Gas Company Provided always that if the Gas Company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the Gas Company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office the Gas Company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the Gas Company on demand and such expense may be recovered from the Company in any court of competent jurisdiction:

2. And whereas there are divers mains pipes syphons and other apparatus belonging to the Gas Company in divers streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the Gas Company for supplying gas to the streets highways roads footpaths lanes courts passages and other places as aforesaid and such streets or other places or some of them will or may be done away with under the powers of this Act Therefore when the Company for any purposes of this Act take any of those mains pipes syphons or other apparatus they shall pay to the Gas Company the value thereof and the same shall thereupon become the property of the Company and the Company shall also pay to the Gas Company their reasonable charges of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered:

3. If any interruption whatsoever in the supply of gas by the Gas Company or any loss of gas shall be in any way occasioned to or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the Gas Company for such interruption for the use and benefit of the Gas Company the sum of ten pounds for every hour during which such interruption shall continue and in addition shall pay to the Gas Company the value of the gas so lost such sum or sums of money to be recovered by the Gas Company in any court of competent jurisdiction If the Company shall find it necessary to undermine but not otherwise alter the position of any main pipe syphon or other works belonging to the Gas Company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined:

4. It shall be lawful for the Gas Company and the engineer workmen and others in their employment at all times when it may be necessary to enter upon the railway lands and premises of the Company for the purpose of laying and to lay any mains or pipes over the said railway lands works and premises or any part thereof and to do all such works in and upon such railway lands and premises as may be necessary for laying repairing maintaining or removing or replacing such mains or pipes over

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the same railway lands and premises Provided that the Gas Company shall not lay any mains or pipes in or under the tunnel through which the railway may be constructed nor in or under the platform or other works of the stations of the Company Provided always that in so doing the Gas Company shall not interrupt the traffic passing on the said railway in any manner Provided also that the expense of all repairs or renewals of the said pipes or mains or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in their employ shall be borne and paid by the Company and may be recovered against them by the Gas Company in any court of competent jurisdiction :

5. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Gas Company all costs losses damages and expenses which may be occasioned to the Gas Company or to any of their mains pipes syphons apparatus property works and conveniences or in the supply of gas by the Gas Company or otherwise by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the Gas Company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

6. Any difference arising between the Company and the Gas Company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers.

For protection of the Commercial Gas Company.

14. The several provisions contained in the last preceding section of this Act for the protection and benefit of the Gaslight and Coke Company shall extend and apply to the Commercial Gas Company as fully and effectually in all respects as if the last mentioned Company had been the Gas Company therein referred to.

For protection of the North Metropolitan Tramways Company.

15. The following provisions for the protection of the North Metropolitan Tramways Company (in this section called the Tramways Company) shall be observed and carried into effect (that is to say) :

1. The Company shall from time to time be responsible for and make good to the Tramways Company all costs losses damages

and expenses from time to time occasioned to that Company or any of their works or property from the obstruction of the traffic on their tramways and from any damage to the works rolling stock and horses of the Tramways Company arising in the execution or from the failure of any of the works by this Act authorised or from any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the Tramways Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission :

2. If by reason of any works or proceedings of the Company there shall be any obstruction of or interference with the tramways or works of the Tramways Company so as to prevent the convenient passage of horses and carriages along the same either as now laid down or as diverted the Company shall pay to the Tramways Company by way of ascertained damages the sum of sixty pounds for every day and proportionately at the same rate for any part of a day during which that obstruction or interference continues :

3. Before the commencement of the works authorised by this Act the Company shall deposit in the joint names of the respective chairmen of the Company and of the Tramways Company such a sum as may be agreed upon for the purpose of answering the damages mentioned in sub-sections 1 and 2 of this section and in the event of difference as to the amount so to be deposited the same shall be determined by an arbitrator to be appointed by the Board of Trade on the application of either party and the said sum shall be repaid to the Company on the completion and opening for traffic of the said works :

4. If and as often as the Company take up or remove or interfere with any part of any street or road which the Tramways Company are liable to maintain or repair the Company shall with all convenient speed at their own cost restore and make good such parts of streets or roads so taken up removed or interfered with and any tramway or tramways laid down therein to as good a condition as that in which they were before the works of the Company were commenced and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations and the Company shall for the period of three months after the restoration of any such part of any streets or roads so interfered with keep and maintain the same in good repair and con-

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dition to the reasonable satisfaction in all respects of the engineer of the Tramways Company but at their own costs Provided that if the Company shall fail from time to time within fourteen days from the receipt of notice in writing from the Tramways Company under the hand of their secretary to comply with the foregoing obligations it shall be lawful for the Tramways Company themselves to execute all works necessary therefor and to recover all costs charges and expenses they may incur or sustain in connexion therewith against the Company in any court of competent jurisdiction:

5. If any difference or dispute shall arise between the engineer of the Company and the engineer of the Tramways Company as to the execution of the works to be done by the Company under the powers and provisions of this Act the same shall be from time to time referred to and settled by an engineer to be agreed upon between the Company and the Tramways Company or failing such agreement to be appointed on the application of the Company or the Tramways Company by the President for the time being of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the arbitrator.

As to sewers in the metropolis. 28 & 29 Vict. c. li.

16. Section 117 of the East London Railway Act 1865 (For protection of sewers of metropolitan and other boards) is incorporated with this Act and shall apply and have effect as if it were specifically re-enacted in this Act with reference to the railway and works by this Act authorised.

Prohibiting placards and advertisements.

17. The Company shall not exhibit or permit to be exhibited upon any part of any land acquired by them or works erected under this Act within view of any public street within the metropolis any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the Metropolitan Board of Works Provided that nothing herein contained shall preclude the Company from exhibiting their time bills or announcements as to the traffic or business of the Company on the exterior of their stations.

For protection of the Board of Works of the Whitechapel district.

18. For the protection of the Board of Works of the Whitechapel district in this section called the district board the following provisions shall have effect that is to say:

1. Except as in this section is mentioned the Company shall not execute any works in or under the Whitechapel Road so as to obstruct or interfere with the traffic along or over the same but the Company may between the hours of half-past eight in the evening and half-past four in the morning so far interfere with

the said road as to admit of their constructing temporary bridges or platforms thereover to be in all cases of the full width of the road and of such construction and strength as to be sufficient to accommodate without risk the traffic of the said road:

2. When the Company commence any of the works in the Whitechapel Road they shall proceed with and complete the same with all due dispatch:

3. If and when the Company take up or interfere with any part of the Whitechapel Road they shall with all convenient speed at their own cost restore and make good such part to as good a condition as that in which it was before such taking up or interference and shall from time to time remove and clear away all paving metalling and other material rendered superfluous by reason of the works or operations of the Company and shall for a period of twelve months after such restoration keep and maintain the same in good repair and condition to the reasonable satisfaction in all respects of the surveyor to the district board.

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

19. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of six thousand one hundred and seven pounds twelve shillings and ninepence Consolidated Three Pounds per Centum Bank Annuities being equal to five per centum upon the amount of the estimate in respect of the railway 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 which sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the court shall on the

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application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

20. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railway complete and open the same 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 railway or any portion thereof or who may have been subjected to any injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the 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 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 court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before-mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for completion of railway.

21. The railway shall be completed within five years from the passing of this Act and if the railway shall not be completed within

that period then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Tolls.

22. The Company may from time to time demand and take in respect of the railway from all companies and persons using the same and with respect to passengers animals and things conveyed thereon and otherwise any tolls rates and charges not exceeding one-third of the tolls rates and charges prescribed or authorised by the East London Railway Act 1865 and sections 133 to 143 both included of that Act shall so far as applicable apply to the railway and the traffic thereon as fully and effectually as if the same had been re-enacted in this Act with respect thereto and the tolls rates and charges by this Act authorised to be demanded and taken in respect of the railway and the traffic thereon shall be in addition to the tolls rates and charges which the Company may from time to time demand and take under the authority of the said Act of 1865.

Agreements with Metropolitan and Metropolitan District Railway Companies. 36 & 37 Vict. c. 48.

23. The Company on the one hand and the Metropolitan Railway Company and the Metropolitan District Railway Company or either of them on the other hand may subject to Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 enter into and carry into effect agreements with reference to the construction of junction works and the maintenance working and use of the railway and the transfer to and exercise by the last named companies or either of them of the powers conferred upon the Company by this Act with reference thereto.

Capital.

Power to raise additional capital.

24. The Company may from time to time raise such sum or sums of money as they think fit not exceeding in the whole one hundred and twenty-five thousand pounds by the creation and issue of shares or stock or debenture stock secured upon the net profits of the railway by this Act authorised and the railway shall for such purpose be deemed to be a separate undertaking.

As to right of voting.

25. Shares and stock created under the last preceding section of this Act shall not confer on the holders thereof any right of voting or interference at any meeting of the Company on the general affairs of the Company excepting for the election of directors and in any matters affecting the said shareholders and stockholders for both which purposes those shareholders and stockholders shall have the same right of voting as the shareholders and stockholders in the general capital of the Company nor on the other hand shall it be

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lawful for the holders of shares or stock in the general capital of the Company to interfere in the construction of the railway by this Act authorised or in the expenditure thereon or in any other matters affecting that railway excepting in so far as those matters immediately affect the general interests of the Company.

As to application of separate capital and dividend thereon.

26. The new capital by this Act authorised to be raised as aforesaid shall be applied in or towards the construction and completion and otherwise for the purposes of the railway by this Act authorised being purposes to which capital is properly applicable and shall be entitled to the net profits applicable to dividend as herein-after defined of the said railway and shall not be entitled to participate in the profits applicable to dividend of any other part of the undertaking of the Company.

As to keeping separate accounts and as to proportion of expenses to be charged to separate undertaking.

27. The Company shall keep separate accounts of the receipts and payments for and on account of the separate undertaking by this Act authorised and for the purpose of ascertaining the net profits applicable to dividend on the new capital by this Act authorised the Company before issuing any such capital may resolve and determine what proportion of the expenses of the Company or what annual or other sum in lieu thereof shall be paid and borne out of such receipts and the balance of such receipts which shall remain after deducting such proportion of expenses or (as the case may be) the sum payable in lieu thereof as aforesaid if any and after deducting also all interest on borrowed money for the time being secured upon or attaching to the said separate undertaking shall be the net profits applicable to dividend on the said capital.

Shares not to be issued until one fifth paid.

28. The Company shall not issue any share or stock created under this Act of a less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of the share or the whole amount at or for which the same shall have been issued if less than such one fifth be paid in respect thereof Nothing in this Act shall authorise the Company to issue any stock unless the same be fully paid up.

Receipt for persons not sui juris.

29. If any money is payable to a shareholder or stockholder being an infant or lunatic the receipt of his guardian or of the committee of his estate shall be a sufficient discharge to the Company.

Debenture stock under this Act to affect only new railway.

30. The debenture stock from time to time created by the Company under the foregoing provisions of this Act shall be charged only upon the separate undertaking by this Act authorised and the net profits applicable to dividend on the new capital as aforesaid and the terms and conditions upon which any such debenture stock

is created and issued shall be stated on every certificate of such debenture stock.

Mortgages and debenture stock of general undertaking not to affect separate undertaking.

31. The mortgages and debenture stock of the Company charged upon or granted or created and issued in respect of the general undertaking of the Company shall not be charged upon or affect the separate undertaking by this Act authorised or the net profits applicable to dividend on the new capital as aforesaid.

Providing for scheme for re-arrangement of existing capital.

32. The Company may prepare a scheme for the consolidation of the several classes of the Company's shares and stocks (including debenture stocks) for the time being or for the conversion thereof respectively into shares or stocks of other classes or denominations and may with the assent of three fourths in value of the several classes of such shares and stocks consolidate and convert the same accordingly and for the purpose of such consolidation or conversion the Company may with the like assents alter the rates of interest or dividend now payable upon such shares and stocks respectively and make provision for the payment of the arrears of such interest and dividends and for those purposes the Company may create and issue new or substituted shares and stocks Provided always that no such scheme shall have any effect until it has been confirmed by Act of Parliament.

Abandonment.

Company may abandon Bethnal Green Junction.

33. The Company may and shall abandon the construction of the Bethnal Green Junction authorised by the East London Railway Act 1876 and on and after the passing of this Act the Company shall except only as is by this Act otherwise expressly provided be absolutely freed and discharged from all obligation with respect to the making and maintaining of the said railway.

Compensation for damage to land by entry.

34. The abandonment by the Company under the authority of this Act of the Bethnal Green Junction shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the East London Railway Act 1876.

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Compensation to be made for non-completion of purchase &c.

35. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the Bethnal Green Junction the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Repeal of 26th section of Act of 1876.

36. Immediately upon the passing of this Act section 26 of the East London Railway Act 1876 is by this Act repealed.

Providing for return of deposit under that Act.

37. Subject to the provisions of section 27 of the East London Railway Act 1876 with respect to compensation to landowners and other persons injuriously affected and for protection of creditors the Chancery Division of the High Court of Justice at any time after the passing of this Act on the application of the persons named in the warrant or order mentioned in section 26 of the said Act or the survivor of them or the executors or administrators of such survivor by petition in a summary way may and shall order that the sum of thirteen thousand six hundred pounds Consolidated Three Pounds per Centum Annuities mentioned in the said section 26 and the interest or dividends (if any) on that sum shall be transferred and paid to the person or persons so applying or to any other person or persons whom he or they may appoint in that behalf and on such order being made the said sum and the interest or dividends thereon shall be transferred and paid to such person or persons accordingly.

LEASE.

Company to grant and lessee companies to accept a lease of East London Railway.

38. When and so soon as the railway by this Act authorised or any other railway connecting the railway of the Company with the railways of the Metropolitan Railway Company and the Metropolitan District Railway Company shall have been completed the Company shall grant to the lessees and the lessees shall accept as from the date of such completion and opening (which date is herein-after referred to as the commencement of the lease) a lease in perpetuity of the East London Railway and all stations buildings lands works conveniences and appurtenances held therewith or appertaining thereto and all lands and hereditaments works and

conveniences whatsoever of the Company exclusive of any surplus lands and of the railway and works by this Act authorised and all which railway stations buildings lands and hereditaments works and conveniences (exclusive as aforesaid) are herein-after called the East London Railway and the Company will when called upon to do so and at the cost of the lessees execute all assurances necessary and proper for the purposes of such lease and on and after the commencement of the lease the agreement dated the 17th day of November 1869 and made between the Brighton Company and the Company and set forth in the schedule to the East London Railway (Further Powers) Act 1870 shall cease and determine Provided always that nothing in this Act contained or in any lease granted to the lessees pursuant to the powers contained in this Act shall authorise any of the lessees with the exception of the Brighton Company to exercise any powers over or in respect of the part of the Great Eastern Railway extending from the junction of the East London Railway therewith near Shoreditch Station upon the East London Railway to the Liverpool Street Terminal Station or on any part thereof or over or in respect of the said Terminal Station or any other station on the said part of the Great Eastern Railway and the Brighton Company shall not exercise any powers over or in respect of the said part of the Great Eastern Railway or over or in respect of the said Liverpool Street Terminal Station or any other station on the said part of the Great Eastern Railway other than in behalf of the Company in the use of such powers as could be exercised by the Company under or by virtue of the agreement between the Company and the Great Eastern Railway Company bearing date the 17th day of December 1869 and in respect only of the traffic specified in the said agreement of the 17th day of December 1869 and subject to the terms provisions and restrictions of such last mentioned agreement.

33 & 34 Vict. c. lv.

39. As from the commencement of the lease the lessees shall be liable to pay and shall pay to the Company the annual rent or sum of thirty thousand pounds and in addition an increase of such annual rent or sum as herein-after provided that is to say whenever and so long as the gross annual receipts from the traffic of the East London Railway amount to a sum which after deducting or allowing therefrom forty-four per centum thereof for working expenses and Government duty and tolls and station rents if any payable to the Great Eastern Railway Company produces a greater net annual income than the said annual rent or sum of thirty thousand pounds the whole of the said gross receipts less forty-four per centum thereof to be deducted or allowed as aforesaid shall belong and be paid to the Company Provided always that the Company may at

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any time after the commencement of the lease on giving twelve months notice to the lessees claim to have the proportion of the said gross receipts to be deducted or allowed for working expenses revised by arbitration on the basis that the same is not to exceed the actual expense of working:

The lease shall be granted by deed duly stamped as a conveyance in consideration of a perpetual annuity of thirty thousand pounds Within two months from the commencement of the lease the lessees shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue and in default of such production the stamp duty with interest thereon at the rate of five pounds per centum per annum from the commencement of the lease to the date of payment shall be recoverable from the lessees or from any one of the companies to which such lease may be granted with full costs of suit and all costs and charges attending the same.

Duties of Company to be performed by lessees.

40. The lessees shall be subject to and perform conform and be liable to all duties obligations and liabilities whatsoever under each and every of the several Acts from time to time in force with respect to the East London Railway and the maintenance management working and user thereof and the traffic thereon to which the Company would if this Act were not passed be subject or liable in respect of the same and shall bear and pay all expenses of and in connexion with the East London Railway and the working maintenance and management thereof and the conveyance of passengers animals and things thereon including any rent or toll from time to time payable by the Company to the Great Eastern Railway Company and shall indemnify the Company and their shareholders directors officers and servants respectively from the same and from all penalties damages costs claims and demands in respect thereof.

Powers of Company to be exercised by lessees during lease.

41. The rights powers and privileges of the Company and their directors officers and servants respectively which by virtue of any of the Acts from time to time in force as regards the Company might be exercised and enjoyed by them with respect to the East London Railway shall subject to and in accordance with the provisions of this Act be exercised and enjoyed by the lessees and their directors officers and servants respectively with respect to that railway under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with those Acts and this Act respectively as if they were the Company and their directors officers and servants respectively.

Acts relating to

42. The several provisions of the Acts from time to time in force with respect to the Company so far as regards the main-

tenance management working user and enjoyment of the East London Railway and the traffic on and at the same and the tolls fares rates and charges to be demanded and taken for and in respect of the same (but subject to the provisions of this Act and in accordance with the terms and conditions of the lease) shall apply with respect to the same to the lessees and to their directors officers and servants and shall be read and have effect accordingly.

Company to relate to lessees.

43. A receipt in writing under the hands of any three of the directors for the time being of the Company for any money payable to the Company under the lease shall effectually discharge the lessees from the money therein expressed to be received and from all liabilities claims and demands in respect thereof.

Receipt of three directors to be discharge.

44. The Company shall hold the rent and money coming to them under the lease on trust to apply the same as the net income arising from their undertaking if they were in possession thereof would be applicable.

Application of rent from lease.

45. The East London Railway shall be maintained and manned by the Brighton Company on behalf and subject to the control of the joint committee herein-after referred to and the Brighton Company shall be paid or allowed on account of these services such sums as shall fairly cover the cost actually incurred by them in relation thereto.

East London Railway to be maintained by Brighton Company for joint committee.

46. The Company and each of the lessees shall respectively within one month after the commencement of the lease by minute of their respective boards appoint two representatives and they may from time to time at their pleasure revoke or renew such appointment and supply any vacancy occasioned by the death or resignation of their representatives respectively and the persons so appointed shall form a joint committee for the management and control of the East London Railway and such joint committee shall frame the rules and regulations for their procedure subject in case of dispute to arbitration as herein-after provided and not less than one third of the persons so appointed shall be required to form a quorum :

Joint committee to be appointed for management of East London Railway.

In the event of default by any of the said Companies to appoint as aforesaid members of the joint committee the persons appointed by the other Company or Companies or a majority of such persons may lawfully exercise the powers by this Act vested in the joint committee until the Company or Companies failing to appoint shall have made such appointment.

47. The joint committee shall as soon as conveniently may be appoint some person to act as their secretary and they may from time to time revoke any such appointment and make another in lieu thereof.

Secretary to be appointed.

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Actions &c. by and against the Companies appointing joint committee.

48. All actions suits indictments and other proceedings at law or in equity or otherwise which might be brought and prosecuted by or against any of the Companies authorised to appoint members of the joint committee if that Company were solely authorised to exercise the powers of this Act under the lease by this Act authorised may as regards any act or default of the joint committee with respect to the exercise of the said powers be brought and prosecuted by or against all the Companies so authorised jointly and any summons demand writ notice or other proceeding at law or in equity or otherwise with respect to the East London Railway or any part thereof or any act or default of the joint committee shall if served on the secretary of the joint committee in the manner required by the Companies Clauses Consolidation Act 1845 be as valid and effectual as if it were served on the said Companies Provided always that the joint committee shall have the sole conduct of all proceedings with respect to any such actions suits indictments and other proceedings and may in that behalf make use of the names of the said Companies.

User of East London Railway by the lessees.

49. Subject to the control and management by the joint committee in accordance with this Act each of the lessees may at all times use the East London Railway and every part thereof for the conveyance of passengers animals and things thereon and for all purposes incidental to such conveyance on the payment of such tolls or other consideration and subject to such conditions as may from time to time be determined by the joint committee.

Provision for rent and expenses.

50. The rent reserved by the lease and the expenses of the joint committee and of the Brighton Company in maintaining and manning the line shall be paid and borne by the lessees in such proportions as shall be agreed upon between them or in default of agreement as shall be settled by arbitration and each of the lessees shall from time to time upon demand by the joint committee of their respective proportions thereof pay to the joint committee the sum or sums so demanded and if unpaid for fourteen days after demand thereof in writing the same with interest thereon at the rate of five pounds per centum per annum may be recovered from the defaulting lessee in any court of competent jurisdiction and any profit resulting to the joint committee from the said lease shall belong to and be divided amongst the lessees in the like proportions.

Expenses of the joint committee on East London Railway.

51. As between the lessees all expenses and liabilities at any time incurred by reason of any act or default of any of them in relation to the East London Railway or any part thereof or the use thereof or of any part thereof or the receipt delivery conveyance or transmission of or any contract to convey transmit receive or deliver

any passengers animals goods or things over or to or from the East London Railway or any part thereof shall be borne exclusively by that lessee whose act or default may have caused any such expense or liability and the said lessee shall indemnify and save harmless the co-lessees and the joint committee from any loss or liability incurred by them respectively in consequence of such act or default.

As to settlement of differences among members of joint committee.

52. If any member or members of the joint committee shall be of opinion that any decision of the joint committee injuriously affects the Company or Companies by whom such member or members is or are appointed the said Company or Companies may require that such matter shall be referred to arbitration in the manner herein-after provided.

Provision for appointment of a standing arbitrator.

53. All matters in difference arising in the joint committee under the provisions of this Act with respect to the lease or with respect to the leased premises shall be referred to a standing arbitrator to be appointed as herein-after provided that is to say :

Within two months after the appointment of the joint committee and in the month of December in each succeeding year the lessee companies shall by writing under their respective common seals appoint a standing arbitrator and fix the remuneration to be paid to him and if in any case they fail to do so a standing arbitrator shall within one month after such failure on the application of any or either of the lessee companies be appointed by the Board of Trade and the Board of Trade shall fix the remuneration to be paid to the arbitrator appointed by them which remuneration shall be paid by the joint committee :

The arbitrator first so appointed shall remain in office until the end of the year in which he is appointed and each of the succeeding arbitrators so to be appointed shall remain in office for one year or until his successor is appointed but every person shall be capable of re-appointment as arbitrator after his year of office has expired :

Any standing arbitrator may be removed from his office by the lessee companies concurrently by writing under their respective common seals or by the Board of Trade by writing under the hand of the secretary to the Board on the representation of any or either of the lessee companies :

If any standing arbitrator dies or resigns or is removed from office within his year of office the lessee companies shall in manner aforesaid within one month after notice of such death or resignation or after such removal appoint another standing arbitrator in his place and in default a standing arbitrator shall

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be appointed by the Board of Trade in manner aforesaid and any arbitrator so appointed shall remain in office for the remainder of the year for which the original appointment was made and also for the succeeding year:

Where a standing arbitrator goes out of office by expiration of time (but not otherwise) any matter already referred to him and not decided by him before his going out of office shall continue to be referred to and shall be decided by him and his decision thereon shall have the like effect as if his year of office had not expired:

The standing arbitrator may at any time on the application of any member of the joint committee convene a special meeting of the joint committee giving to each member thereof not less than six days notice of any such meeting and for the purpose of any such special meeting the arbitrator may decide that the members present constitute a quorum in the absence of any reasonable excuse for non-attendance.

Powers of lessees not to extend to other railways.

54. Nothing in this Act or in any lease to be granted under the provisions of this Act shall confer upon any of the lessees any right to run over or use or to require through trains to be run over any part of the railways of any of the lessees without the consent of such lessees respectively Provided that all reasonable facilities shall be afforded by the said Companies and each of them for the interchange and facilitating of through and all other traffic.

For the protection of the Surrey Commercial Dock Company.

55. For the protection of the Surrey Commercial Dock Company (in this section called the Dock Company) the following provisions shall have and take effect:

1. During the existence of the lease and also after the purchase or acquirement in perpetuity of the East London Railway by the lessees the lessees shall be jointly subject and jointly liable to and shall duly conform to and perform all duties obligations liabilities covenants and agreements to which the Company would if this Act had not been passed be subject or liable under the provisions of any Act of Parliament or of any deed conveyance or contract between the Company and the Dock Company and all such duties obligations liabilities covenants and agreements may be enforced by the Dock Company against the lessees jointly as fully and effectually as they might have been enforced against the Company if this Act had not been passed Provided always that until notice in writing signifying that the lease has commenced has been duly served by the lessors and the lessees upon the Dock Company the Company

shall remain liable to the performance of all such duties obligations liabilities covenants and agreements as aforesaid:

2. Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Dock Company.

As to Great Eastern Railway Company becoming one of the lessees.

56. The Great Eastern Railway Company shall at any time within six months after the date of the completion and opening of the railway by this Act authorised or any other railway connecting the railway of the Company with the railways of the Metropolitan Railway Company and the Metropolitan District Railway Company or either of them have the option by giving to the Company three months notice in writing under their common seal to become one of the lessees of the undertaking of the Company jointly with the lessees mentioned in this Act and in that event the provisions of this Act as to the leasing of the undertaking of the Company to the lessees shall be as binding upon the Great Eastern Railway Company the Company and the lessees as if the name of the Great Eastern Railway Company had been included in the term lessees as defined by this Act.

Saving agreement with Great Eastern Railway Company. 33 & 34 Vict. c. lii.

57. Nothing in this Act contained shall prejudice alter or affect the agreement between the East London Railway Company of the one part and the Great Eastern Railway Company of the other part dated the 17th day of December 1869 and scheduled to and confirmed by the Great Eastern Railway (Metropolitan Railways) Act 1870 but the said agreement shall continue in full force and effect as if this Act had not been passed anything therein contained to the contrary notwithstanding.

Interest not to be paid on calls paid up.

58. The Company shall not out of any money by this Act authorised to be raised by them pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

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Provision as to general railway Acts.

60. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act.

61. 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.

SCHEDULE referred to in the foregoing Act.

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An Agreement made the 28th day of February 1882 between the Governors of the London Hospital (herein-after called the Governors) of the one part and the East London Railway Company (herein-after called the Company) of the other part.

Whereas the Company intend to apply or have applied to Parliament in the present session for an Act to empower them to make a line of railway from their existing railway near the Whitechapel Road to join the authorised line of the Metropolitan and Metropolitan District Railway Companies Whitechapel Extension beneath such road a portion of which line is intended to be constructed in a tunnel to be made through certain land of the Governors on part of which the Grocers Wing is built and the whole of which land is held by the Governors together with other hereditaments under lease from the Chamber of London for a term of 360 years whereof upwards of 284 remain unexpired at a yearly rent of 22*l*. And whereas the site of the said intended railway under the said Grocers' Wing and for some distance on either side thereof is delineated on the plan hereunto annexed and is thereon distinguished by the colours red and yellow Now this agreement witnesseth that in consideration of the agreement herein-after expressed to be entered into by the Company the Governors hereby agree with the Company that they will not oppose the said proposed application to Parliament so to be made by the Company as aforesaid And this agreement also witnesseth that in consideration of the agreement herein-before expressed to be entered into by the Governors the Company do hereby agree with the Governors as follows:

1. That the Company will if they shall obtain the said Act so intended to be applied for as aforesaid make the said part of the said intended railway wholly by means of a tunnel and within that part of the said land of the Governors which is so distinguished in the said plan by the colours red and yellow as aforesaid.

2. That the Company shall pay to the Governors by way of purchase money and compensation the sum of 10,000*l*. sterling and that such sum of money so to be paid by way of compensation as aforesaid shall be exclusive of any sum or sums of money which the Company may become liable to pay to the Chamber of London or other the corporation persons or person entitled to the said land in reversion expectant on the determination of the said lease.

3. That the money to be so paid for compensation as aforesaid shall be either paid to the Governors or be placed on deposit with some banking firm or company of whom the Governors shall approve in the joint names of the Governors and the Company before the Company shall enter on the land of the Governors.

4. That the Company shall also on demand pay to the Governors all expenses which they shall deem it necessary to incur and shall incur in consequence of

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its becoming necessary in their judgment to disuse all or any of the wards in that part of the hospital called the Grocers' Wing during all or any part of the time during which the said proposed works shall be in course of construction.

5. That the Company shall pay all reasonable expenses which have been or may hereafter be incurred by the Governors either preliminary to or incident to the preparation and execution of this agreement including the costs of a petition which has been presented to the House of Commons by or on behalf of the Governors against the said application to Parliament whether such application be successful or not.

6. That forty days before the Company shall begin any works under the land now belonging to the Governors or within the distance of 100 feet measured along the centre line of the proposed railway in a south-easterly direction from the point marked B and in a north-westerly direction from the point marked A on the plan hereunto annexed the Company shall submit to the Governors or their architect detailed working drawings of the permanent way and of all the iron-work and brickwork proposed to be made and erected in or under the land of the Governors or within the said distance of 100 feet measured as aforesaid from the said points marked A and B respectively on the said plan together with appropriate specifications and descriptions of the mode in which it is proposed to execute such works and the Governors shall express their approval or disapproval in writing of such drawings specifications and descriptions within the said forty days and failing any such expression of disapproval the Company may execute the works in accordance with such submitted drawings and specifications.

7. That the work shall be so designed as in the opinion of the architect or engineer for the time being of the Governors to prevent as far as reasonably possible noise or vibration from the passage of trains.

8. That an engineer to be appointed by the Governors shall at all times during the construction of the proposed works have free access to the places wherein the same shall be carried on and shall be fully informed by the Company of all particulars necessary to enable him to supervise the construction of the work and to advise the Governors whether the work is being well done and in conformity with this agreement and the Company shall construct the same works in all respects to the reasonable satisfaction of such engineer as lastly aforesaid and shall pay such engineer as lastly aforesaid his reasonable charges for such supervision as aforesaid Provided always that the Governors shall not appoint as their engineer as aforesaid the acting engineer of any railway company which has its lines of railway or any of them within five miles of Charing Cross in the county of Middlesex.

9. That in order to prevent as far as possible any vibration as aforesaid the invert shall be deepened under the part of the hospital called the Grocers' Wing and for such distance upon each side of the hospital property and to such an extent as may be practicable and deemed desirable by the engineer of the Governors and the permanent way and ballast which shall be either under the Grocers' Wing or within 100 feet of the land of the Governors measured as aforesaid and for ever after maintained in such manner and with such materials adapted to the above purpose as shall be approved of by such engineer as aforesaid.

10. That the Company shall do all such things and execute and construct all such works and erections as the Governors shall require in order to guard the hospital of the Governors and the inmates thereof from damage or annoyance either by the construction of the proposed works of the Company as well within the said land of the Governors as under the Whitechapel Road or by the subsequent use of the said proposed railway.

11. That if at any time or times any disturbance of the building of the Governors consequent on the making or working of the said railway shall appear the Company shall when and so often as the same shall happen and immediately thereafter at their own costs and to the satisfaction of the architect of the Governors repair and reinstate the same.

12. That nothing herein contained shall restrict the Governors as owners of land adjoining the said railway from availing themselves of the benefit of any provision contained or to be contained in the Act so to be applied for as aforesaid or any Act incorporated therewith requiring the Company to make and maintain proper and sufficient works for the accommodation of the owners and occupiers of land adjoining the said railway.

13. That if any difference shall arise as to the design or mode of construction of any of the works or as to the materials to be employed or as to any matter or thing in this agreement the same shall be referred to the decision of an engineer to be appointed on the application of either party by the Board of Trade whose decision shall be final and binding on both parties.

14. That the Bill which the Company shall apply to Parliament to pass into an Act for the purposes aforesaid shall contain a provision or provisions for the confirmation by the said Act of this agreement.

In witness

Seal of the East London Railway Company.

For the Governors of the London Hospital

J. H. BUXTON,
Chairman of the House Committee.

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