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An Act to authorise the Construction of a Railway Station adjacent to the Holborn Viaduct and Newgate Street in the City of London, and of a short Line of Railway to connect the same with the London, Chatham, and Dover Railway, and for other purposes, and of which the short title is "Holborn Viaduct Station Act, 1871."

[13th July 1871.]

WHEREAS the Station of the London, Chatham, and Dover Railway Company at Ludgate Hill is used for the through local and suburban traffic of that Company and the London and South-western Railway Company, and also for traffic of the Great Northern and Midland Railway Companies, but is insufficient for the accommodation of such traffic and the requirements of the public, and the said station by reason of the level thereof is not and cannot be made easily accessible from the adjoining thoroughfares:

And whereas the construction of a new railway station adjacent to the Holborn Viaduct and Newgate Street, and on the same level with those thoroughfares, and a short line of railway to connect the station with the London, Chatham, and Dover Railway, as by this Act authorised, would be of great public and local advantage:

And whereas the persons in that behalf in this Act named, with others, are willing, at their own expense, to carry the undertaking into effect, if authorised so to do, and are desirous of being incorporated into a company for the purpose:

And whereas it is expedient that provision be made for authorising the Company and the London, Chatham, and Dover Railway Company to enter into and carry into effect the agreements and arrangements as by this Act provided:

And whereas plans of the lands which may be taken for the purposes of this Act, and plans and sections of the proposed railway, showing the line and levels thereof, and also books of reference to

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the plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands, have been deposited with the respective clerks of the peace for the county of Middlesex and the City of London, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference:

And whereas in the year one thousand eight hundred and sixty-nine an Act was passed with the short title of "The London, Chatham, and Dover Railway (Arbitration) Act, 1869:"

And whereas "The London, Chatham, and Dover Railway (Arbitration) Act, 1869," recited (amongst other things) "The London, Chatham, and Dover Railway (Arrangement) Act, 1867," which Act had (amongst other things) suspended actions and suits against the London, Chatham, and Dover Railway Company for the suspense period therein prescribed:

And whereas "The London, Chatham, and Dover Railway (Arbitration) Act, 1869," further recited (among other things) to the effect that in order to render the revenues of the London, Chatham, and Dover Railway in some degree available to the parties having claims thereon, it was indispensable that direction should be placed in arbitrators specially constituted for the purpose, to determine, not only the rights of the parties, but also the most equitable method of rearranging, modifying, fusing, and reconstituting the capital of the Company, and of providing for the satisfaction of the legal and equitable rights and liens of general creditors, and of the legal and equitable rights and claims of the Company against any persons, and for the settlement of all matters and questions relating to the affairs of the Company, as fully and effectually as could be done by Act of Parliament:

And whereas "The London, Chatham, and Dover Railway (Arbitration) Act, 1869," accordingly appointed arbitrators for such purposes, and with such powers aforesaid, the arbitrators being the Marquis of Salisbury and Lord Cairns:

And whereas the proceedings in the arbitration so constituted were not concluded until the twenty-fourth day of February in the year one thousand eight hundred and seventy-one, on which day the arbitrators made their final award:

And whereas that award recited (among other things) to the effect that it had been represented to the arbitrators by the Board of the London, Chatham, and Dover Railway Company that the providing of better and more extensive terminal and station accommodation at some parts of that Company's railways, and the execution and doing of certain other works and things requiring capital expenditure would be of great advantage to that Company, and

that having regard to the present circumstances of that Company they (the arbitrators) had thought it expedient not to direct by their award the raising of capital for those or other purposes, but to make provision in that behalf in the form of a power of raising additional capital in that Company, but not exercisable except with the consent of certain proportions of the votes of the holders of stock of that Company therein mentioned (being stock which had been created under the first award of the arbitrators):

And whereas by their final award the arbitrators, after providing for the reconstitution and future government of the London, Chatham, and Dover Railway Company, made provision (among other things) for the raising of additional capital by that Company to such amount as they might think requisite, with such limitation as therein prescribed:

And whereas by the same award the arbitrators directed that all additional capital raised thereunder should be applied for (among other purposes) the purposes of such works for the time being authorised by Parliament or such other purposes of the Company as such meeting of stockholders as therein mentioned might direct:

And whereas at a meeting of the said stockholders held on the third day of April in the year one thousand eight hundred and seventy-one, in accordance with the provisions of the said final award, the London, Chatham, and Dover Railway Company determined, with the consent of the stockholders therein prescribed, that additional capital, to the extent of five hundred thousand pounds, be raised by the issue of debenture stock, to be applied for the purposes of such works as at the date of the resolution for the raising thereof were or might thereafter be authorised by Parliament, including the undertaking hereby authorised:

And whereas it would be of great advantage to the London, Chatham, and Dover Railway Company if the carrying into effect of the undertaking authorised by this Act were entrusted to the London, Chatham, and Dover Railway Company themselves:

And whereas it is expedient that provision be made for the transfer to the London, Chatham, and Dover Railway Company, in the manner and on the terms in this Act provided, of the powers for carrying the undertaking into effect conferred by this Act on the Company:

And whereas the objects aforesaid 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,

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and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited for all purposes as "Holborn Viaduct Station Act, 1871."

Incorporation of General Acts.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to cancellation and surrender of shares), and Part III. (relating to debenture stock), of "The Companies Clauses Act, 1863," "The Companies Clauses Act, 1869," "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 Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to or inconsistent with such construction. The expression "the Company" means the Company incorporated by this Act; the expression "the station" means the station by this Act authorised; the expression "the railway" means the railway by this Act authorised; the expression "the undertaking" means the station and railway by this Act authorised; the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Company incorporated.

4. Alexander George Dickson, James Goodson, Charles Lee, Edward Walshe, and all other persons and corporations who have already subscribed, or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, or assigns respectively, shall be united into a company for the purpose of making and maintaining the station and railway, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Holborn Viaduct Station Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make station and railway.

5. Subject to the provisions of this Act, the Company may make and maintain a railway station, with all proper and convenient sidings, junctions, lines of rails, approaches, buildings, and

other works and conveniences connected therewith or incidental thereto, upon the lands next herein-after described; (that is to say,)

Certain lands situate in the parishes of Saint Sepulchre and Saint Bride, in the city of London, and bounded on the north by the Holborn Viaduct; on the east in part by the Old Bailey, in other part by a messuage, numbered 20, in Fleet Lane, in other part by the premises of New Inn Yard, and in other part by premises in the occupation of Messieurs Petter and Galpin and Messieurs Gilbertson; on the west in part by the railway and property or the reputed property of the London, Chatham, and Dover Railway Company, and in other part by premises the property or the reputed property of Messieurs Harrild, in other part by premises with frontage on Bear Alley, Brazier's Buildings, and Newcastle Street, in other part by land with frontage upon the Holborn Viaduct, the property or the reputed property of the Corporation of London; and on the south by Fleet Lane and the London, Chatham, and Dover Railway.

And the Company may also make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described; (that is to say,)

A short connecting line of railway, 292 yards in length, to commence by a junction with the London, Chatham, and Dover Railway on the Viaduct carrying that railway over Ludgate Hill, and to terminate at the south side of the Holborn Viaduct, which said station and railway will be wholly made or situate in the parishes of Saint Sepulchre and Saint Bride, in the city of London.

And the Company may enter upon, take, and use such of the lands delineated on the deposited plans, and described in the deposited books of reference, as may be required for the aforesaid purposes, and may cross, stop up, alter, or divert all roads, streets, lanes, and places which are shown on the deposited plans and sections as intended to be crossed, stopped up, altered, or diverted, and may appropriate for the purposes of this Act the sites of the roads, streets, lanes, and places so stopped up, provided that no portion of the public way on the Viaduct (in the Old Bailey) or of Fleet Lane, except that portion for which the proposed diversion is substituted, shall be used without the consent of the Commissioners of Sewers of the city of London and the liberties thereof, but nothing herein contained shall prevent the construction of the railway station and works by this Act authorised over and across Fleet Lane.

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Provisions with respect to land of the London, Chatham, and Dover Railway Company.

6. Where the railway or works by this Act authorised will be carried over any lands belonging to and used by the London, Chatham, and Dover Railway Company, the following provisions shall have effect:

(1.) The Company shall not, without the previous consent in writing of the London, Chatham, and Dover Railway Company, purchase and take any of such lands, but the Company may purchase and take, and the London, Chatham, and Dover Railway Company may and shall sell and grant accordingly, an easement or right of using such lands for the purposes of the said railway and works:

(2.) The sum to be paid to the London, Chatham, and Dover Railway Company for and in respect of the right to construct and maintain so much of the railway hereby authorised as will be upon and over the lands belonging to and occupied by that Company shall be computed and taken as one half of the actual amount paid for the said lands by the London, Chatham, and Dover Railway Company, including all the costs of and incidental to the acquisition thereof.

Capital and number and amount of shares.

7. The capital of the Company shall be three hundred thousand pounds, in thirty thousand shares of ten pounds each.

Shares not to be issued until one fifth part thereof shall have been paid up.

8. The Company shall not issue any share created under the authority of this Act, 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 such share shall have been paid in respect thereof.

Calls.

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

Power to divide shares.

10. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum per annum upon such share has been paid up, and upon every such division fifty per centum

upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividend on the two half shares, in manner following; (that is to say,) first, in payment of dividend after such rate not exceeding six per centum per annum as shall be determined at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share, and the remainder, if any, in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred shares to be paid out of the profits of the year only.

12. Each preferred half share shall be entitled, out of the profits of each year, to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share being the same number, but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half shares to be registered and certificates issued.

13. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof: Provided always, that the directors shall not be bound to issue a certificate of any half share until the certificate of the existing share be delivered to them to be cancelled, unless it be shown to their satisfaction that the certificate is destroyed or lost, and on any such certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

15. The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the forfeiture of shares for nonpayment of calls, shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share

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shall for that purpose be considered a whole share distinct from the corresponding deferred half share: Provided always, that until any forfeited preferred half share shall be sold by the directors of the Company, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expense attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon, with interest.

Preferred shares not to be cancelled or surrendered.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

17. The several half shares under this Act shall be half shares in the capital of the Company, and every two preferred or deferred half shares held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions hereinbefore contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Power to borrow.

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

For appointment of receiver.

19. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages, by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver shall be made shall not be less than ten thousand pounds in the whole.

Power to create debenture stock.

20. The Company may create and issue debenture stock.

Application of moneys.

21. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First and subsequent meetings.

22. The first ordinary meeting of the Company shall be held within twelve months next after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held twice in every year, in the months of February or March, and August or September, as the directors may appoint.

Quorum of general meetings.

23. The quorum of general meetings of the Company shall be ten shareholders present personally or by proxy holding in the aggregate not less than thirty thousand pounds in the capital of the Company.

Number of directors.

24. The number of the directors shall be six; but it shall be lawful for the Company, from time to time, to reduce the number, provided that the number be not less than three.

Qualification of directors.

25. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of directors.

26. The quorum of a meeting of directors shall be three.

First directors.

Election of directors.

27. Alexander George Dickson, James Goodson, Charles Lee, Edward Walshe, and such two other duly qualified shareholders as the before-named directors may appoint, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present personally or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

Lands for extraordinary purposes.

28. The quantity of land to be taken by agreement by the Company for the extraordinary purposes mentioned in "The

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Railways Clauses Consolidation Act, 1845," shall not exceed one acre.

Period for compulsory purchase of lands.

29. The powers of the Company for the compulsory purchase for the purposes of this Act of lands which shall have been acquired under the London, Chatham, and Dover Railway Company's Acts shall not be exercised after the expiration of five months after the passing of this Act, and as regards all other lands the powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Confirming scheduled agreements.

30. The agreements contained in the schedule to this Act annexed are by the Act confirmed and made binding on the Company and the other parties thereto respectively contracting with the provisional directors therein named, and may and shall be carried into full effect, according to the true intent thereof.

Communication with the London, Chatham, and Dover Railway to be made under the direction of their engineer.

31. The communications between the railway hereby authorised to be made and the London, Chatham, and Dover Railway, and all such openings in the ledges or flanges of that railway as may be necessary or convenient for effecting such communications, shall be made under the direction and superintendence of the engineer for the time being of the London, Chatham, and Dover Railway Company; and in case of any difference arising between the engineer of the company and the engineer of the London, Chatham, and Dover Railway Company as to the mode of effecting such communications, then the same shall be determined by a referee to be appointed, on the application of either Company, by the Board of Trade.

Not to take lands, &c. of the London, Chatham, and Dover Railway Company without consent.

32. Nothing in this Act contained shall extend, or be deemed or construed to extend to authorise or enable the Company to take or enter upon any of the lands belonging to the London, Chatham, and Dover Railway Company, or to alter, vary, or interfere with the said London, Chatham, and Dover Railway, or any of the works thereof, further or otherwise than is necessary for the construction of the railway and works by this Act authorised, without the consent in writing of the London, Chatham, and Dover Railway Company in every instance for that purpose first had and obtained.

Works on London, Chatham, and Dover Railway to be under superintendence of

33. All works to be made upon or in connexion with the London, Chatham, and Dover Railway, or the viaducts, bridges, or works connected therewith, shall be constructed under the superintendence and to the satisfaction of the engineer for the time being of the London, Chatham, and Dover Railway Company, and so as not in any manner to interfere with the traffic on the said last-

mentioned railway: Provided always, that if any difference shall arise between the Company and the London, Chatham, and Dover Railway Company as to the nature of the works to be made as aforesaid, or as to the mode of constructing the same, such difference shall be determined by an engineer to be appointed by the Board of Trade on the application of either of the said companies.

their engineer.

34. When any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as prejudicially to interfere with any sewer, drain, watercourse, defence, streets, or work under the jurisdiction or control of the Commissioners of Sewers of the City of London and the liberties thereof, or with any sewers or works to be made or executed by the said Commissioners, or shall or may in any way prejudicially affect the streets, sewerage, or drainage of the district under their control, the Company shall not commence such work until they shall have given to the said Commissioners fourteen days previous notice, in writing, of their intention to commence the same, by leaving such notice at the office of the Commissioners, with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto, and until such Commissioners shall have signified their approval of the same (unless such Commissioners do not signify their approval, disapproval, or other directions within fourteen days after the service of the said plan, sections, and particulars as aforesaid), and the Company shall comply with and conform to all directions and regulations of the Commissioners in the execution of the said works, and shall provide by new, altered, or substituted works, in such manner as such Commissioners may deem necessary, for the proper protection of, and for preventing injury or impediment to the sewers and works herein-before referred to, or by reason of the said intended works, or any parts thereof, and shall save harmless the said Commissioners against all and every the expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the engineer of the said Commissioners, at the costs, charges, and expenses in all respects of the Company; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Commissioners as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Commissioners, or them, or their successors, but all such

The protection of sewers of the Commissioners of Sewers of the City of London.

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

Questions of disputed compensation in land to be heard in the Lord Mayor's Court of the City of London.

35. In every case in which any question of disputed compensation shall be required to be determined by the verdict of a jury in the City of London or the liberties thereof the jury shall be required to appear before the Court of the Mayor and Aldermen of the City of London, to be holden in the Outer Chamber of the Guildhall of the said city, according to the custom of the said city, at a time to be appointed by the said court, and all the directions and provisions contained in "The Lands Clauses Consolidation Act, 1845," in respect to the settlement of questions of disputed compensation by juries appearing before the sheriff, coroner, or other person shall extend and be applied with respect to the settlement of any such question of disputed compensation under this Act by juries appearing before the said Court of Mayor and Aldermen as aforesaid, and the said court shall give judgment for the purchase money or compensation assessed by such jury, and a verdict and judgment shall be signed by the registrar of the said Court of Mayor and Aldermen, and entered among the records of the said court, and the said registrar shall settle the costs of every such inquiry.

Notice to be given of taking of houses of labouring classes.

36. The Company shall, not less than eight weeks before they take in any parish 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 the Company have made known their intention to take the same in manner herein-before required.

Company may grant building leases of ground not wanted for purposes of this Act;

37. As regards all lands and hereditaments which shall be purchased or otherwise acquired by the Company under the provisions of this Act, and which shall not be wanted for the purposes of the undertaking by this Act authorised, it shall be lawful for the Company, subject to the provisions of this Act, and save and except as in this Act otherwise provided, when and as they shall think fit, to demise and lease such ground and hereditaments, or such part thereof as they shall think it expedient to let on building leases, either together 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 or parts thereof, houses, erections, and buildings for such number of years and under such conditions as the Company may think fit, and either at a rent or without any rent, but so that

in every such demise of lease there be contained a covenant for the payment of the rent, if any shall be thereby reserved, and also such other covenants on the part of the tenant or lessee therein to be named as the Company shall reasonably require; and also, if the Company so think fit, a clause requiring the tenant or lessee, before commencing any permanent erection or building on any such land, to submit elevations of such erection or building to the Mayor, Aldermen, and Commons of the City of London, and to obtain the sanction or approval of the Corporation thereto; and also a clause in the nature of a condition of re-entry on nonpayment of the rent (if any) thereby to be reserved, or on nonperformance of the covenants therein to be contained, on the part of the tenant or lessee to be observed and performed, and that the lessee or lessees named in every such lease shall execute a counterpart thereof; and on the negotiation for any such lease the Company 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 or leases on such terms and conditions as they may think fit; and on the granting of the leases in pursuance of such agreements may alter the amount of the rents agreed to be reserved on 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 they may think fit; and may also, as they think fit, 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 Company shall think fit; and further, any part of the said lands may be appropriated for open places, or for yards or courts to be attached to any houses, to be leased as the Company shall think fit.

and may make agreements for leases, and accept surrenders of leases, &c.

38. As soon as conveniently may be, and either before or after the houses, erections, and buildings to be erected and built as lastly herein-before is mentioned, or any of them, shall be finished and completed, and either before or after such leases as last aforesaid shall have been granted, the Company shall and they are hereby authorised and required to sell and dispose of the ground rents to be reserved by the leases or demises in pursuance or in consideration of which the same houses or buildings 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 any such lease, or demise, or agreement) of the pieces or parcels of ground thereby demised or agreed to be demised, and such houses and other buildings thereon, either altogether or in parcels, by public auction or private contract, for such prices or

Power to Company to sell the ground rents and reversions comprised in such lease.

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sums of money as the Company shall think reasonable, and subject to such stipulations and provisions as to the enjoyment thereof, and as to the nature of the buildings which are to be at all times erected and built thereon, and also subject to such stipulations as to the title to be produced to the hereditaments to be sold, as the Company shall think fit; and the Company shall at the costs and charges of the purchaser of the same premises respectively, upon payment of the sum or sums of money agreed to be given for the same respectively to the Company, convey and assure the piece or parcel of ground so purchased by such purchaser, together with the houses, erections, and buildings then erected and built or to be erected and built thereon respectively, and the fee simple and inheritance thereof, with the appurtenances, to such purchaser, his heirs and assigns, or as he they shall in that behalf direct, free from all incumbrances except the building lease or building leases, or agreement or agreements to be granted thereof by virtue of this Act.

Power to Company to sell any ground which may not be wanted for the purposes of this Act.

39. Save and except as in this Act otherwise provided, it shall be lawful for the Company to sell, in manner and subject as aforesaid, and absolutely to grant and convey, any of the lands which shall be purchased or otherwise acquired by the Company as aforesaid, and which shall not be wanted for the purposes of this Act, and which they shall not think it expedient to let on building leases as aforesaid, subject nevertheless to such stipulations and conditions as they may think fit, and thereupon the same shall be conveyed and assured by the Company as they shall think fit.

Application of moneys arising from sale of lands or from rents.

40. The Company shall apply all the moneys arising by any such sale or disposition respectively as aforesaid, after paying all expenses incident to such sales or dispositions, and satisfying all lawful demands to which the lands, rents, and premises so respectively sold or disposed of shall be liable, and also apply all the rents and profits of the lands and premises to be acquired by the Company under the provisions of this Act, for and towards the carrying the purposes of this Act into execution.

Deposit money not to be repaid until line opened, or half the capital paid up and expended.

41. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth and tenth years of Her present Majesty, cap. 20, the sum of three thousand one hundred and thirty-seven pounds and tenpence three per centum consolidated bank annuities, being equal to a sum of two thousand eight hundred and ninety pounds, five per centum upon fifty-seven thousand eight hundred pounds, the amount of the estimate in respect of the railway authorised by this Act, has been transferred into the name and with the privity of the Accountant General of the Court of Chancery in England in respect of the application to

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Parliament for this Act: Be it enacted, that, notwithstanding anything contained in this said recited Act, the said sum so transferred as aforesaid in respect of the application for this Act 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, unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railway, either open the railway for the public conveyance of passengers, or prove to the satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up one half of the amount of fifty-seven thousand eight hundred pounds, part of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said sum of fifty-seven thousand eight hundred pounds; and if the said period shall expire before the Company shall either have opened the railway for the public conveyance of passengers, or have given such proof as aforesaid, to the satisfaction of the Lords of the said Committee, the said sum transferred as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Lords of the said Committee that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact as certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the said Act recited to the contrary notwithstanding.

Providing for application of deposit in compensation to parties injured.

42. The said sum transferred as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have 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 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 shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said sum transferred as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum transferred as aforesaid, or such portion thereof as may not be required as aforesaid, shall be paid to or on the application of the person or persons, or the majority of the persons, named in such

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warrant or order as aforesaid, or the survivor or survivors of them: Provided that until the said sum transferred as aforesaid shall have been repaid to the depositors, or shall have 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 person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for completion of works.

43. The railway shall be completed within five years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for executing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls for passengers and animals.

44. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed on the railway:

For every person conveyed in or upon any carriage, the sum of threepence; and if conveyed in or upon any carriage belonging to the Company, an additional sum of one penny:

For every horse, mule, or other beast of draught or burden, ninepence; and if conveyed in or upon any carriage belonging to the Company, an additional sum of threepence:

For every ox, cow, bull, or head of neat cattle, the sum of twopence; and if conveyed in carriages belonging to the Company, an additional sum of one penny:

For every calf, pig, sheep, lamb, and other small animal, one penny; and if conveyed in carriages belonging to the Company, an additional sum of one halfpenny.

Tolls for goods.

In respect of goods conveyed on the railway:

Class 1. For all coals and coke, per ton, not exceeding fourpence; and if conveyed in carriages belonging to the Company, an additional sum per ton not exceeding twopence:

Class 2. For all goods, wares, merchandise, articles, matters, or things (except the articles comprised in Class 1, and except carriages included in Class 3), per ton, not exceeding sixpence; and if conveyed in carriages belonging to the Company, an additional sum per ton not exceeding threepence:

Class 3. For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, not exceeding one shilling, and twopence for every additional quarter of a ton which any such carriage may weigh.

Tolls for propelling power.

45. The toll which the Company may demand for the use of engines or other power for propelling carriages on the railway shall not exceed one third of the sum herein-before allowed for the user of the railway for each passenger or animal, or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulation as to tolls.

46. The following provisions and regulations shall apply to the fixing of all tolls and charges under this Act; (that is to say,)

Fractional parts of a ton.

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

General weight.

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupoise weight:

Weight of stone and timber.

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

Tolls for small parcels and articles of great weight.

47. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the rates prescribed by this Act, the Company may demand and take any tolls not exceeding the following; (that is to say,)

For the carriage of small parcels on the railway, as follows:

For any parcel not exceeding seven pounds in weight, threepence:

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight, fourpence:

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

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence:

For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit:

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

For the carriage of single articles of great weight:

For the carriage of any iron boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall

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exceed four tons but shall not exceed eight tons, the Company may demand any such sum as they think fit, not exceeding five shillings per ton:

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they may think fit.

Maximum rates for passengers.

48. The maximum rates of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriage and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following; (that is to say,)

For every passenger conveyed in a first-class carriage, the sum of threepence:

For every passenger conveyed in a second-class carriage, the sum of twopence:

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

Maximum rates for animals and goods.

49. The maximum rate of charge to be made by the Company for the conveyance of animals and goods on the railway, including the tolls for the use of the railway, and for waggons or trucks, or locomotive power, and every other expense incidental to the conveyance, (except a reasonable charge for loading, covering, and unloading goods at the station, in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier where any such service is performed by the Company,) shall not exceed the following sums; (that is to say,)

For every horse, mule, or other beast of draught or burden, ninepence;

For cattle, per head, sixpence;

For calves, pigs, sheep, and small animals, twopence;

For all articles in Class 1, fourpence per ton;

For all articles in Class 2, sixpence per ton;

And for every carriage in Class 3, one shilling.

Passengers luggage.

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

Foregoing charges not to apply to

51. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in

respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway. special trains.

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

53. The Company shall not be bound to carry on the railway any nightsoil, dung, manure compost, or other offensive matter. Company not bound to carry manure.

54. The Company on the one hand, and the London, Chatham, and Dover Railway Company on the other hand, from time to time, if and when they respectively think fit, may enter into and carry into effect all such agreements and arrangements with respect to any of the purposes in that behalf by this Act authorised, as they think fit, and the agreements and arrangements respectively may be for such consideration and on such terms and conditions whatsoever as the contracting companies think fit. Agreements between Company and other companies.

55. The purposes for which agreements or arrangements between the Company and the London, Chatham, and Dover Railway Company may be entered into and carried into effect comprise the following purposes and all incidental matters: Purposes of agreements.

The working, use, management, construction, and maintenance, by either of the contracting Companies, of the undertaking, or any part thereof:

The supply of engines, carriages, machinery, officers, and servants for the conduct of the traffic of the undertaking, and the management and regulation of the traffic:

The levying, fixing, division, and apportionment of the tolls, rates, charges, receipts, and revenues levied, taken, or arising from the traffic:

The allocation and appropriation to, and the separate and independent ownership and use respectively, by either of the contracting companies, of the undertaking, or some part or parts thereof:

The sums or considerations, whether annual or in gross, and the rents, payments, allowances, rebates, and drawbacks to be paid, made, or allowed by either of the contracting companies to the other of them, for or on account of any of the matters to which the respective contract, agreement, or arrangement

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relates, and the apportionment and charging by the contracting companies respectively, as part of the expenses of working and management in connexion with the traffic of the undertaking, of any sums payable by them respectively under the respective contract, agreement, or arrangement.

Agreement not to affect third parties.

56. Any such agreement shall not in any manner increase or diminish the tolls and charges which the companies parties thereto, or either of them, are from time to time authorised to demand and take from any other company or person; but all other companies and persons shall, notwithstanding any such agreement, be entitled to the user and benefit of the undertaking to which the agreement relates, on the same terms and conditions, and on payment of the same tolls and charges, as if the agreement were not entered into.

Agreements to be approved by shareholders.

57. Any such agreement shall not, save so far as its terms and conditions are authorised by "The Railways Clauses Act, 1845," have any operation, unless it is sanctioned by three fifths at least of the votes of the holders of stocks or shares present in person or by proxy at a meeting of all the holders of stocks or shares entitled to vote of the respective companies parties to such agreement, specially convened for the purpose.

Meetings how to be convened.

58. The meeting shall be convened by advertisement inserted once in each of two cqnsecutive weeks in some newspaper published in the respective county in which the chief office of either of the companies, parties to the agreement, is situate, the last of which advertisements shall be published not less than seven days before the meeting, and also by circular addressed to every shareholder entitled to vote at meetings of the respective company, to be served in manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to notices required to be served by the respective company on their shareholders.

Joint committee for purposes of agreement.

59. The companies parties to any agreement may, in accordance therewith and for the purposes thereof, appoint a joint committee, composed of such number of the directors of each company as the companies think proper, and from time to time may vary and renew the joint committee as occasion requires, and may regulate the proceedings of the joint committee, and may delegate to the joint committee all such of the powers of the companies as the companies think necessary for carrying into effect the purposes of the agreement, and the joint committee shall have and may exercise the powers so from time to time delegated to them in like manner as the same powers might be had and exercised by the companies respectively or their respective directors.

Saving arrangements made between London, Chatham, and Dover Railway Company and Mr. Robert Barclay.

60. Nothing in this Act shall prejudice or affect the arrangement made between the London, Chatham, and Dover Railway Company and Mr. Robert Barclay, as expressed and contained in a certain agreement dated the twenty-eighth day of July one thousand eight hundred and sixty-nine, and made between George Gunnell Newman and William Blackmore of the first part, the London, Chatham, and Dover Railway Company of the second part, and Robert Barclay of the third part, and the conveyance executed in pursuance of the same agreement, dated the twenty-second day of December one thousand eight hundred and seventy, and made between the London, Chatham, and Dover Railway Company of the first part, the said George Gunnell Newman and William Blackmore of the second part, Joseph Stretton of the third part, the said Robert Barclay of the fourth part, and John Mackrell of the fifth part, and the said Robert Barclay, or other the parties for the time being entitled under the said agreement or conveyance, shall be entitled to the same payments by and the same rights and privileges under and against the Company in respect of the works by this Act authorised as by virtue of the said agreement or conveyance he or they would have been entitled to by, under, and against the London, Chatham, and Dover Railway Company if the works had been executed by them, and the Company shall have the same rights, and the benefits of the same conditions and stipulations as the London, Chatham, and Dover Railway Company would have been entitled to, under and by virtue of the said agreement or conveyance if the said works by this Act authorised had been executed by them.

Saving rights of the Corporation of London;

61. Nothing in this Act contained shall extend, or be construed to extend, to prejudice or derogate from the estates, rights, interests, liberties, privileges, or franchises of the mayor and commonalty and citizens of the city of London.

of Commissioners of Sewers of the City of London;

62. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the powers, rights, privileges, and authorities of the Commissioners of Sewers of the City of London and the liberties thereof.

and of the London, Chatham, and Dover Railway Company.

63. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the London, Chatham, and Dover Railway Company otherwise than as herein expressly provided.

Interest not to be paid out of capital.

64. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of calls made in respect of the shares held by him: Provided that the Company may pay

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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 Company's capital.

65. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum of money 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 execute any other work or undertaking.

Provisions as to general railway Acts.

66. Nothing herein contained shall be deemed or construed to exempt the railway 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 tolls for small parcels, and the maximum rates of fares and charges by this Act authorised.

Transfer of powers of Act of London, Chatham, and Dover Railway Company.

67. At any time within one month after the passing of this Act (but not afterwards) the board of directors of the London, Chatham, and Dover Railway Company may, if they think fit, by writing under the seal of that Company, addressed to the Company and delivered to any one of the four persons named in this Act as first directors of the Company, declare that they elect to take on themselves the execution of the undertaking authorised by this Act, and if within that period of one month such a notice is given, the following consequences shall ensue; (namely,)

(1.) All the powers of this Act for the execution of works and the taking of lands, and all powers incident thereto conferred by this Act on the Company, shall be, by virtue of this section, transferred to and vested in the London, Chatham, and Dover Railway Company in lieu of the Company, and the agreements set forth in the schedule to this Act made and entered into with reference to the undertaking hereby authorised, or the purchase of land for the purposes thereof, by or on behalf of the Company, shall have effect as if the London, Chatham, and Dover Railway Company had been parties thereto, and had been named throughout the same in lieu of the Company, or of the persons by whom such agreements shall have been made and entered into on behalf of the Company:

(2.) All the provisions of this Act except those relating to the constitution of the Company and to the share and loan

capital of the Company, shall have effect as if the London, Chatham, and Dover Railway Company had been named throughout the same instead of the Company, and the undertaking authorised by this Act shall accordingly be executed, worked, and managed by the London, Chatham, and Dover Railway Company as part of their undertaking:

(3.) The affairs of the Company shall be wound up, and the four persons named in this Act as first directors thereof, or any two of them, shall have full powers for that purpose, and on the debts and other liabilities (if any) of the provisional directors in such capacity and of the Company being fully paid and discharged by the London, Chatham, and Dover Railway Company, the Company shall, by virtue of this section, be dissolved and cease to exist.

Provision for deposit.

68. In case the London, Chatham, and Dover Railway Company gave such notice as aforesaid, they shall, within seven days after giving the same, pay the sum deposited with the Court of Chancery, as in this Act mentioned, to the persons who deposited the same, and thereupon the sum so deposited shall be deemed to have been deposited by the London, Chatham, and Dover Railway Company, and the same shall be paid out to that Company (without production of any certificate of this Act having been passed), if within the time limited for completion of the railway they either open it for public traffic, or prove to the satisfaction of the Board of Trade (whose certificate of such proof having been given to their satisfaction shall be sufficient evidence of the matter certified) that there has been expended for purposes of this Act the sum of one hundred and fifty thousand pounds, and if the time limited as aforesaid expires before such opening, or before such proof as aforesaid, then the sum deposited as aforesaid shall be applied in manner in this Act provided in a like event in relation to the Company, with the substitution only of the London, Chatham, and Dover Railway Company for the Company.

Purposes of undertaking one of the purposes to which additional capital of London, Chatham, and Dover Company may be applied.

69. The purposes of the undertaking by this Act authorised shall and are hereby declared to be one of the purposes for which additional capital raised by the London, Chatham, and Dover Railway Company under the final award of the arbitrators appointed by "The London, Chatham, and Dover Railway (Arbitration) Act, 1869," may be applied, and so much of the sum of five hundred thousand pounds authorised to be created and issued by the said Company as aforesaid at their meeting held upon the third day of April one thousand eight hundred and seventy-one as the board of

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directors of the Company may think fit shall be applied to the purposes of the said undertaking accordingly.

Expenses of Act.

70. All the 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; but in case such notice as aforesaid is given by the London, Chatham, and Dover Railway Company, then the same shall be paid by that company.

The SCHEDULE referred to in the foregoing Act.

Memorandum of Agreement, made this ninth day of March one thousand eight hundred and seventy-one, between the Mayor and Commonalty and Citizens of the City of London (hereinafter called for brevity "the Corporation") of the first part, and Alexander George Dickson, of Waldershire Park, M.P., James Goodson, of Kensington Gardens Square, Esquire, and Charles Lee, of Whitehall Place, Esquire, of the second part.

Whereas the parties hereto of the second part are the provisional directors of the Holborn Viaduct Station Company, intended to be incorporated under a Bill deposited in Parliament, having the short title of "Holborn Viaduct Station Act, 1871:" And whereas the plans and sections of the proposed undertaking have been duly deposited in Parliament, and certain lands adjacent to the Holborn Viaduct and belonging to the Corporation have been included within the limits of deviation marked on such plans as lands intended to be subject to the power of purchase to be contained in the said Bill: Now these presents witness, and it is hereby agreed, as follows:

1. That the land of the Corporation to be taken and purchased by the intended Company under the powers in that behalf to be conferred upon them under the said Bill, if the same receive the sanction of Parliament, shall be only those pieces of land, hereditaments, and premises, with the appurtenances thereto belonging, adjacent to the said Holborn Viaduct, which are delineated upon the plan hereunto annexed, and therein coloured respectively red and brown, which shall be purchased by the said Company upon the terms and conditions following; (that is to say,)

2. The price to be paid for the said piece of land on the said plan coloured red shall be calculated at the rate of four pounds for every square foot thereof, and the price for the said piece of land thereon coloured brown shall be calculated at the rate of five pounds for every square foot thereof.

3. The intended Company shall also repay the Corporation the sum of three hundred and seventy-two pounds, the cost of the vaults constructed by the Corporation for the use of the adjacent houses under the footway of the Viaduct, in front of the piece coloured red, and the further sum of thirty pounds for the hoarding, making together for vaults and hoarding in respect of the land coloured red the sum of four hundred and two pounds; and if the intended Company use for their station the land lying between the land coloured red and the London, Chatham, and Dover Railway, they shall also pay the further sum of two hundred and seventeen pounds for the vaults, and seventeen pounds ten

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4. Both the said pieces of land having been purchased by the Corporation under the compulsory powers of the "Holborn Valley Improvement Act, 1864," they shall not be required to deliver any abstract of their title, nor shall such title be inquired into or investigated, nor shall any requisition be made in respect thereof.

5. The Corporation shall convey the fee simple of the said pieces of land hereby agreed to be sold to the said intended Company, free from all incumbrances and conditions whatsoever, upon payment of the purchase money in accordance with article 2.

6. The parties of the second part agree, as an integral part of this agreement, to acquire under the powers of the said Bill the absolute ownership in fee simple of all the houses now standing in Angel Court; and as soon as they have acquired such houses, so much of the soil and site of Angel Court as is coloured blue on the accompanying plan may be stopped up and enclosed by the Corporation, and shall vest in them, freed and discharged of all rights of way over the same.

7. No building shall be erected on that part of the land coloured brown, which is shaded on the plan, of a greater height than fourteen feet above the present level of the ground without the consent of the Corporation, signified in writing under the hand of their town clerk.

8. If the purchase of the said lands shall not be completed by the intended Company within nine months of the said intended Bill becoming law, or within such extended period as the Corporation may, in writing under the hand of their town clerk, grant, interest at the rate of five per cent. shall be paid from the day of the expiration of the said nine months, or such extended period as aforesaid, until the day of completion; and if such purchase be not completed within eighteen months from the date of such Bill becoming law, or within such extended period as the Corporation may, in writing under the hand of their town clerk, grant, the Corporation may, by notice under the hand of the town clerk of the said city, put an end to this agreement, and proceed to let or sell the said pieces of land coloured brown and red.

9. The elevation of the station next the Viaduct shall be to the satisfaction of the improvement committee of the Corporation, but in case of difference between them and the Company as to such elevation, such difference shall be referred to and determined by an architect, to be appointed by the president for the time being of the Institute of British Architects.

10. The costs of the said purchase and of this agreement shall be paid by the said intended Company.

11. This agreement shall be scheduled to the said intended Bill, and a clause inserted therein for the confirmation thereof.

12. The said parties hereto of the second part having entered into this agreement solely on behalf of the said intended Company, shall in no event whatever

incur any personal risk or responsibility beyond using their best endeavours to secure the confirmation of this agreement in accordance with article 11.

In witness whereof the said Corporation have caused their common seal to be hereunto affixed, and the said parties of the second part have hereunto set their hands and seals, the day and year first above written.

(L.S.)
J. Goodson (L.S.)
A. G. Dickson (L.S.)
Chas. Lee (L.S.)

Signed, sealed, and delivered by the above-named A. G. Dickson, Jas. Goodson, and Chas. Lee, in the presence of
Geo. G. Newman,
75, Cornhill,
Solicitor.

Articles of Agreement, made and entered into this twelfth day of January one thousand eight hundred and seventy-one, between Alexander George Dickson, of Waldershire Park, in the county of Kent, M.P., and James Goodson, of Kensington Gardens Square, in the county of Middlesex, Esquire, and Charles Lee, of Whitehall Place, in the city of Westminster, three of the provisional directors of a company intended to be incorporated under the name of "The Holborn Viaduct Station Company" (herein-after called the provisional directors), of the first part, the Holborn Viaduct Station Company of the second part, and George William Petter and Thomas Dixon Galpin, of La Belle Sauvage Yard, in the City of London, Publishers, of the other part.

Whereas the said provisional directors have made application to Parliament for an Act to incorporate the said Holborn Viaduct Station Company for the purpose of constructing a railway station adjacent to the Holborn Viaduct and Newgate Street, in the City of London, and a short line of railway to connect the same with the London, Chatham, and Dover Railway, and for other purposes: And whereas the said George William Petter and Thomas Dixon Galpin are the lessees of certain premises shown on the plan hereto annexed, and thereon coloured:

And whereas part of the works intended to be carried out by the said Holborn Viaduct Station Company consists of the widening and raising of the existing line of the London, Chatham, and Dover Railway Company, and the diversion of the lane known as "Fleet Lane:" And whereas the said George William Petter and Thomas Dixon Galpin, considering that such works and alterations, if carried out, would prejudicially interfere with the rights of light and other easements possessed by them in respect of the said premises, and that their interests in the same premises would be also prejudicially affected, have presented a memorial against the said Bill, complaining of non-compliance with the standing orders of Parliament: And whereas negotiations having taken place between the said provisional directors and the said George William

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Petter and Thomes Dixon Galpin, it has been agreed that in consideration of the said provisional directors and of the said Company entering into these presents in manner herein-after mentioned, the said George William Petter and Thomas Dixon Galpin would withdraw the memorial so presented as aforesaid against the said Bill, and would, to the best of their ability and power, support the same, both in Parliament and elsewhere: Now these presents witness, that for the considerations aforesaid the said provisional directors, for themselves, their heirs, executors, and administrators, and the said Holborn Viaduct Station Company, for themselves, their successors and assigns, do hereby respectively covenant with the said George William Petter and Thomas Dixon Galpin, and each of them, their, each, and every of their executors, administrators, and assigns; and the said George William Petter and Thomas Dixon Galpin, for themselves, their respective heirs, executors, administrators, and assigns, so far as the covenants and agreements herein-after contained should be observed and performed on their part, do hereby covenant with the said provisional directors in manner following; (that is to say,)

1. If the said Act shall be obtained, and the works which by the said Act they may be authorised to execute or construct executed and constructed, the said Holborn Viaduct Station Company shall, in the widening and raising of the said existing line of the said London, Chatham, and Dover Railway, and in the diversion of Fleet Lane as aforesaid, execute and construct the same so as not to approach nearer to the said premises in the occupation of the said Messieurs Petter and Galpin as aforesaid than the line shown roughly in black ink between the points marked G and H on the said plan. The difference between the height of the parapet wall and the level of the rails on the line so intended to be widened as aforesaid shall not exceed the height of the parapet wall above the level of the present line of rails, and between the same points on the said intended widened line no erection shall be made except a signal-box.

2. The said Holborn Viaduct Station Company shall and will, out of the funds and capital which they may be authorised to raise, when a sufficient portion thereof shall have been raised, pay to the said George William Petter and Thomas Dixon Galpin the sum of five thousand pounds, such sum to be paid to them before the works so intended to be executed as aforesaid are commenced.

3. No claim shall be made by the said George William Petter and Thomas Dixon Galpin for or in respect of any compensation for damages for loss of light or ventilation which may be sustained by them in consequence of the construction of the works proposed to be constructed and alterations to be made as aforesaid, or for noise or vibration which may be caused through or in consequence of such constructions and alterations, or for any other similar damage whatsoever.

4. The said provisional directors and the said Holborn Viaduct Station Company will use their best endeavours to procure to the said George William Petter and Thomas Dixon Galpin from the owners thereof, at a nominal consideration, the conveyance of the site of the boundary wall of the old Fleet Prison adjoining the premises now occupied by them as aforesaid, for the whole length thereof, marked A and B on the aforesaid plan, including the wall itself, with a frontage to Fleet Lane from E to F, and also of all land (if any) between such wall and the premises (as at present occupied by the said George William Petter and Thomas Dixon Galpin), and marked on the aforesaid

plan C C C, and also of the land between such wall and the said intended New Fleet Lane, the latter consisting of a small piece of land marked D on the said plan.

5. The said Holborn Viaduct Station Company and the said provisional directors shall give notice for and do their utmost to acquire and convey to the said George William Petter and Thomas Dixon Galpin, for a nominal consideration, two thousand five hundred superficial feet of land shown on the said plan adjoining the premises occupied by the said George William Petter and Thomas Dixon Galpin as aforesaid, and marked E E E E.

6. The works in connexion with a diversion of Fleet Lane shall be carried on with due regard to the convenience of the said Messieurs Petter and Galpin.

7. In the event of the said Holborn Viaduct Station Company being unable to convey the said pieces of land, or any of them as aforesaid, compensation shall be made to the said George William Petter and Thomas Dixon Galpin, by the said Holborn Viaduct Station Company, to the extent of the value of the same, such value to be settled in case of difference by arbitration in the usual way.

8. The said Holborn Viaduct Station Company shall and will out of the funds and the capital they may be authorised to raise, when a sufficient portion thereof shall have been raised, bear, pay, and discharge the costs, charges, and expenses of the said George William Petter and Thomas Dixon Galpin, and their executors, administrators, and assigns, relating to this agreement, or incidental thereto, including the costs of and incident to the said memorial.

9. That upon the passing of the Holborn Viaduct Station Bill, the provisional directors will cause the seal of the Company to be thereby incorporated to be affixed to this agreement.

10. That, in consideration of the above, the said Messieurs Petter and Galpin shall forthwith withdraw the memorial so presented by them against the said Bill as aforesaid, and shall give the same their utmost support in Parliament and elsewhere.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written, and the said Holborn Viaduct Station Company have hereunto affixed their common seal, this twelfth day of January one thousand eight hundred and seventy-one.

James Goodson (L.S.)
A. G. Dickson (L.S.)
Charles Lee (L.S.)

Witness,
Geo. G. Newman,
75, Cornhill, London.

G. William Petter.
Thos. D. Galpin.

Signed by the said George William Petter and Thomas Dixon Galpin in the presence of
Chas. H. Cuthbertson,
Clerk to Messrs. Ashurst, Morris, & Co.

A.D. 1871.

ARTICLES of AGREEMENT, made and entered into this first day of April one thousand eight hundred and seventy-one, between Alexander George Dickson, of Waldershire Park, in the county of Kent, M.P., James Goodson, of Kensington Gardens Square, in the county of Middlesex, Esquire, and Charles Lee, of Whitehall Place, in the city of Westminster, Esquire, three of the provisional directors of a company intended to be incorporated under the name of "The Holborn Viaduct Station Company" (herein-after called "the said parties hereto of the first part") of the first part, the Holborn Viaduct Station Company of the second part, and Robert Harrild and Horton Harrild, of No. 25, Farringdon Street, in the City of London, Printers Engineers, Composition Printing Roller, Printing Machine, and Printing Material Manufacturers, of the third part.

Whereas the said parties hereto of the first part have made application to Parliament for an Act to incorporate the said Company for the purpose of constructing a railway station adjacent to the "Holborn Viaduct and Newgate "Street, in the City of London, and of a short line of railway to connect "the same with the London, Chatham, and Dover Railway; and for other "purposes:" And whereas the said Robert Harrild and Horton Harrild are the owners of lands and hereditaments shown upon the plan hereunto annexed, abutting upon the lands also shown upon the said plan hereunto annexed, the property of the London, Chatham, and Dover Railway Company, over and upon which or part of which it is proposed to construct the said intended station and railway: And whereas the said Robert Harrild and Horton Harrild are also the occupiers of that part of their said lands and hereditaments which lies between the points marked "A and B" on the said plan, with the factories, workshops, and offices erected thereon, known as No. 25, Farringdon Street, conveniently arranged for their business, and fitted with steam and other machinery, and under and by virtue of certain agreements and deeds executed by the said London, Chatham, and Dover Railway Company, with and to the said Robert Harrild and Horton Harrild, they, the said Robert Harrild and Horton Harrild, are entitled to and enjoy rights of light and ventilation essential to their particular kind of business over and from the said lands of the London, Chatham, and Dover Railway Company: And whereas any interference with the said rights of light and ventilation so enjoyed by the said Robert Harrild and Horton Harrild as aforesaid would be productive of serious loss and inconvenience to them, and would also occasion great inconvenience and loss to the various London daily newspapers, unless such arrangements could be made as would enable the said Robert Harrild and Horton Harrild to re-arrange their premises, so as to carry on their said business to the same extent and with the same advantage as at present, without interruption or stoppage for a single day: And whereas by the said intended Act the said parties hereto of the first part seek for powers so to take and use the said lands of the London, Chatham, and Dover Railway Company

as to destroy or prejudicially affect the said rights of light and ventilation enjoyed by the said Robert Harrild and Horton Harrild, and thereby in effect to abrogate and annul to a great extent the agreements and deeds so executed as aforesaid by the said London, Chatham, and Dover Railway Company to the said Robert Harrild and Horton Harrild; and in order to the due protection of their just rights and interests in the premises the said Robert Harrild and Horton Harrild had prepared and were about to present to the House of Commons a petition against the said Act: And whereas negotiations having taken place between the said parties hereto of the first part and the said Robert Harrild and Horton Harrild, it was agreed, that in consideration of the said parties hereto of the first part entering into these presents, the said Robert Harrild and Horton Harrild would not present their said petition. Now these presents witness that, for the considerations aforesaid, the said parties hereto of the first part, as such provisional directors as aforesaid, for themselves, their heirs, executors, and administrators, and also the said Holborn Viaduct Station Company, for themselves and their successors, so far as the covenants and agreements herein-after contained are to be observed and performed on their part respectively, do hereby respectively covenant with the said Robert Harrild and Horton Harrild, and their respective heirs, executors, administrators, and assigns; and the said Robert Harrild and Horton Harrild, for themselves and their respective heirs, executors, administrators, and assigns, so far as the covenants and agreements herein-after contained are to be observed and performed on their parts, do hereby covenant with the said parties hereto of the first part, and as a separate covenant with the said Holborn Viaduct Station Company and their successors, in manner following; (that is to say,)

1. If the said Act shall pass into a law, the said Holborn Viaduct Station Company shall not execute or construct any portion of the works which by the said Act they may be authorised to execute or construct nearer to any part of the said lands, hereditaments, and premises of the said Robert Harrild and Horton Harrild, and now in their occupation, situate between the said points marked A and B on the said plan, then distant ten clear feet, except upon the terms and conditions herein-after mentioned:

(A.) The said Holborn Viaduct Station Company shall not nor will execute or construct any portion of the works which by the said Act they may be authorised to execute or construct, between the said points marked A to B on the said plan, nearer to the said lands, hereditaments, and premises of the said Robert Harrild and Horton Harrild than according to the red line shown on the said plan:

(B.) The works which the said Holborn Viaduct Station Company may execute or construct opposite to the said premises of the said Robert Harrild and Horton Harrild shall be so constructed that the same shall be carried upon girders from the western side of such works to the eastern side of the two main lines of the present London, Chatham, and Dover Railway, and such girders shall be supported on the western side of such works along the said line marked A to B on the said plan, by a longitudinal girder or longitudinal girders carried upon five piers,

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not more than three of such piers being intermediate between the said points marked A and B on the said plan, none of which piers, or any part thereof respectively, shall be immediately in front of either of the existing windows of the said hereditaments and premises of the said Robert Harrild and Horton Harrild between the same points, without their consent in writing, and there shall be left between such piers an open space, or open spaces, which shall be, or in the aggregate be, of a width from north to south of not less than one hundred feet, and the intermediate girders between such piers and the eastern side of the said main lines of the London, Chatham, and Dover Railway shall be supported above the present level of the ground only by iron columns, and by a longitudinal girder or girders, which columns shall be placed in a line with the said piers, and with not less open spaces intermediate between the said iron columns from north to south than there shall be between the said piers respectively; and the said Holborn Viaduct Station Company shall for ever hereafter maintain and preserve the said open spaces free from interference in any way whatsoever, except so far as may be from time to time necessary for the purposes of maintaining and repairing the said works, or except by consent; but the said Holborn Viaduct Station Company shall, nevertheless, be at liberty to erect and maintain an open iron-work fencing, not exceeding six feet in height between the said piers, it being hereby declared to be the intention of the said parties hereto that the said Robert Harrild and Horton Harrild, their heirs and assigns, shall for ever hereafter enjoy as much ventilation as will be reasonably possible over the land and railway of the London, Chatham, and Dover Railway Company underneath, but not through the floor of the works of the Holborn Viaduct Station Company, to the windows of the said hereditaments and premises of the said Robert Harrild and Horton Harrild, between the said points marked A to B on the said plan, and free from interruption.

(c.) The Holborn Viaduct Station Company shall and will acquire in fee simple, free from incumbrances, the land shown upon the said plan, which will be situate between their said intended works and all the said hereditaments and premises of the said Robert Harrild and Horton Harrild and Wheatsheaf Yard, as shown upon the said plan, and shall and will, at the expense of the said Holborn Viaduct Station Company, make and deduce a good title to the same, such title, however, commencing with the conveyance of the same land to the London, Chatham, and Dover Railway Company, and not earlier, and convey and assure the same land, or cause the same to be conveyed and assured to the said Robert Harrild and Horton Harrild, and their respective heirs and assigns, in fee, free from incumbrances, and shall and will give to them possession thereof as soon as possible, consistently with the execution by the said Holborn Viaduct Station Company of the works which they may be authorised and be at liberty to construct on

the adjoining land; and in and by the conveyance or assurance to be executed to the said Robert Harrild and Horton Harrild, their respective heirs and assigns, there shall be granted or assured to them full and free right and liberty to use and build into or against any wall or other erection which the said Holborn Viaduct Station Company may build or erect opposite to the hereditaments and premises of the said Robert Harrild and Horton Harrild and Wheatsheaf Yard aforesaid, or any part thereof, so, nevertheless, as not in the opinion of the engineer for the time being of the said Holborn Viaduct Station Company, or of the said London, Chatham, and Dover Railway Company, to prejudicially affect the stability of the said wall or other erection.

(D.) The said Holborn Viaduct Station Company shall and will, three calendar months at least before they shall commence to execute or construct any works above the level of the present wall of the existing railway of the London, Chatham, and Dover Railway Company, or nearer than ten clear feet to any part of the said hereditaments and premises of the said Robert Harrild and Horton Harrild, between the said points marked A and B on the said plan, pay to the said Robert Harrild and Horton Harrild, their respective heirs or assigns, the sum of three thousand pounds, being the estimated and settled and agreed cost which the said Robert Harrild and Horton Harrild will incur in or about the re-arrangement of their said hereditaments and premises, or acquiring other property so as to enable them in the meantime to obtain in other ways than at present the light and ventilation necessary for their said business, in lieu of that at present enjoyed over the said lands of the said London, Chatham, and Dover Railway Company, with a view to prevent interruption to or stoppage of their said business for a single day.

(E.) The Holborn Viaduct Station Company shall and will pay or repay to the said Robert Harrild and Horton Harrild, their respective heirs, executors, administrators, and assigns, all costs, charges, and expenses which shall or may be incurred by or on behalf of the said Robert Harrild and Horton Harrild, their heirs, executors, administrators, and assigns, in and relating to the investigation of the title to the land to be conveyed to them as aforesaid, and the conveyance and assurance thereof as aforesaid.

2. The said Holborn Viaduct Station Company shall and will out of the funds and capital which they may be authorised to raise, when a sufficient portion thereof shall have been raised, bear, pay, and discharge the costs, charges, and expenses of the said Robert Harrild and Horton Harrild, and their respective heirs, executors, administrators, and assigns, of and incidental to the negotiations leading to, and the preparation, engrossment, and execution of this agreement, and of and incidental to the preparation, engrossment, and execution of the said petition.

3. The said parties hereto of the first part shall and will, within three calendar months after the passing of the said Act into a law, procure the

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Holborn Viaduct Station Company to execute these presents by affixing the common seal of the same Company hereto, and to a duplicate hereof.

In witness whereof the said parties hereto of the first part, and the said Robert Harrild and Horton Harrild, have hereunto set their hands and seals the day and year first above written, and the said Holborn Viaduct Station Company have hereunto affixed their common seal on the day of one thousand eight hundred and seventy-one.

ROBT. HARRILD. (L.S.)
HORTON HARRILD. (L.S.)

Signed, sealed, and delivered by the above-named Robert Harrild, in the presence of
ROBT. E. HARRILD,
Newark Lodge,
Sydenham.

Signed, sealed, and delivered by the above-named Horton Harrild, in the presence of
JNO. OBLEIN,
21, Cannon Street, London,
Solr.

JAMES GOODSON. (L.S.)
A. G. DICKSON. (L.S.)
CHARLES LEE. (L.S.)

Signed, sealed, and delivered by the above-named parties (J. Goodson, A. G. Dickson, and C. Lee) in the presence of
GEO. G. NEWMAN, 75, Cornhill.

MEMORANDUM of TERMS of SALE of Messieurs Tylor's Land, at Old Bailey, to the Holborn Viaduct Station Company, Limited.

1. Messieurs Tylor agree to sell, and the Company agree to purchase, the under-mentioned property, the particulars of which, and of their interest therein, are set forth in the annexed schedule, namely :

(A.) Freeholds coloured red on plan hereto annexed, containing nine thousand eight hundred and fifty-two square feet.

(B.) Long leaseholds, coloured blue on plan, seventy-five years unexpired. containing ten thousand and nine square feet.

(C.) Short leaseholds, coloured yellow on plan, containing about eleven thousand square feet.

Price forty thousand pounds. The purchase money is to be paid within fifteen months from the date hereof, unless the time for payment be further extended by the vendors.

2. No trade compensations in case of freeholds. Messieurs Tylor to give clear possession of the whole land coloured red, blue, and yellow, except Nos. 34, 95, and 96, in which there will be a trade compensation to be dealt with by the Company.

3. If Messieurs Tylor's title be examined, the same to be at the expense of purchasers; and all legal expenses to be defrayed by the Company, in the same manner as is usual in purchases under Acts of Parliaments.

4. Due diligence to be made in bringing out the Company. Provision to be inserted in the formal agreement for a deposit of 10 per cent., to be paid to Messieurs Tylor, out of the first available moneys received by the proposed Company, and that this contract, the first accepted, shall be the first confirmed and the first carried out.

5. This agreement to be either embodied in the memorandum of association, or referred to in the prospectus of the proposed Company.

6. Formal agreement, containing the above terms, and usual and proper conditions and stipulations, to be drawn up and settled in case of difference by Mr. J. H. Lloyd, comprising all such stipulations as are usually inserted in conditions of sale for the protection of vendors and purchasers.

7. Misdescription by vendors to be matter of compensation, not to annul contract. Messieurs Vigers measurement of the property stated in the schedule to be taken as correct by vendor and purchaser.

Aug. 15, 1870. ALFRED & WILLIAM HENRY TYLOR.

The SCHEDULE before referred to.

(A.) Freehold property, coloured red, and numbered 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 93, 41, 42, 43, 44, 45, 46, 47, 48, 49, 97, and 99 on plan, and containing about 9,852 square feet.

(B.) Long leasehold property, coloured blue, and numbered 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 38, 39, 40, 60, 61, 62, and 98 on plan, held under leases dated twenty-fifth December one thousand eight hundred and sixty-five, for eighty years, of which nearly seventy-five and a half years are unexpired, and subject to a rent payable to the superior landlord of seven hundred and twenty pounds ten shillings per annum, and containing about ten thousand and nine square feet.

(C.) Short leasehold property, coloured yellow, and numbered 50, 85, 86, 87, 88, 89, 90, 91, 92, 95, 96, and 34 on plan; No. 50 is held under lease dated twenty-fifth December one thousand eight hundred and fifty, for twenty-one years, of which nearly one and a half years are unexpired, and subject to a rent payable to the superior landlord of thirty-six pounds per annum. Numbers 85, 86, 87, 88, and 89 are held under lease, dated twenty-fifth December one thousand eight hundred and fifty-one, for twenty-three and a quarter years, of which nearly four and three quarter years are unexpired, and subject to a rent payable to the superior landlord of one hundred and five pounds per annum. Numbers 90, 91, and 92 are held under lease, dated twenty-fifth March one thousand eight hundred and fifty-five, for twenty-one years, of which nearly five and three quarter years are unexpired, and subject to a rent payable to the superior landlord of ten pounds per annum; and Nos. 95, 96, and 34, are held under lease, dated twenty-fourth June one thousand eight hundred and fifty-one, for twenty-one years, of which nearly two years are unexpired, and subject to a rent payable to the superior landlord of one hundred and twenty pounds per annum, the whole containing about eleven thousand square feet.

Dated fifteenth July one thousand eight hundred and seventy.

A.D. 1871.

MEMORANDUM of AGREEMENT, made the first day of March one thousand eight hundred and seventy-one, between the undersigned provisional directors of the Holborn Viaduct Station Company of the one part, and Messieurs Alfred and William Henry Tylor of the other part.

Whereas since the date of the within memorandum a Bill has been deposited in Parliament for authorising the construction of the station referred to in the said memorandum, by a company to be incorporated by the name of "The Holborn Viaduct Station Company," and such Bill has been read a second time in the House of Commons, and contains provisions which, if the said Bill be passed, will enable the Company compulsorily to take land belonging to the said Messieurs Tylor: And whereas in pursuance of the within memorandum, and in reliance upon the terms of purchase contained in such memorandum, and on the signature thereof by the solicitors for the said Bill for and on behalf of the intended Company, the said Messieurs Tylor have abstained from opposing the said Bill in the House of Commons, and in consideration of the promise in this agreement contained have agreed not to oppose the said Bill in the House of Lords: And whereas the said Messieurs Tylor have applied to the provisional directors named in the said Bill for the approval by them of the within agreement: Now these presents witness, and it is hereby agreed and declared, as follows:

1. That the terms contained in the within memorandum shall be binding upon the Company intended to be incorporated by the said Bill, and shall be carried into effect by the said intended Company.

2. That a formal agreement, embodying the terms of such memorandum, shall be prepared, and the seal of the said Company affixed thereto.

3. In the event of any difference as to the terms of such formal agreement the same shall be referred to Mr. J. H. Lloyd, barrister-at-law, who shall have power to settle such agreement absolutely between the said intended Company and the said Messieurs Tylor.

4. The said Messieurs Tylor shall not oppose the said Bill in the House of Lords.

5. That the said parties hereto shall not be personally responsible for the obligations contained herein.

In witness whereof the said parties have hereunto set their hands the day and year aforesaid.

ALFRED & WILLIAM HENRY TYLOR.
ALFRED TYLOR.
JAMES GOODSON.
A. G. DICKSON.
CHARLES LEE.

Witness,
GEO. G. NEWMAN.

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