CHAPTER ccxxvi.

An Act to extend the respective periods limited by "The Metropolitan Inner Circle Completion Act, 1874," for the compulsory purchase of lands for and for the completion of the works by that Act authorised, and to revive and extend in certain cases the powers of the Metropolitan Inner Circle Completion Railway Company for the purchase of lands under that Act, and to authorise that Company to acquire additional lands in the city of London; and for other purposes. [11th August 1876.] A.D. 1876.

WHEREAS by "The Metropolitan Inner Circle Completion Act, 1874," (in this Act called "the Act of 1874,") the Metropolitan Inner Circle Completion Railway Company (in this Act called "the Company") were incorporated, and were authorised to make and maintain certain railways (in the Act of 1874 and in this Act called "the railway"), and to make a new street from King William Street to Fenchurch Street, and to widen and improve these last-mentioned streets (which new street and widening and improvements of streets are in the Act of 1874 and in this Act called "the new streets"): 37 & 38 Vict. c. cxcix.

And whereas the respective periods for the exercise of the Company's powers for the compulsory purchase of lands and for the completion of the railway and new streets and works were by the Act of 1874 limited to two years and three years respectively from the passing of that Act, which received the royal assent on the 7th day of August 1874, and it is expedient that those periods be respectively extended:

And whereas partly for the purposes of the station which by section 61 of the Act of 1874 the Company were required to construct and maintain for the interchange of traffic between the railways of the Company and the Cannon Street Station of the South-eastern Railway Company, and partly in order that the

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Company may be enabled to construct their authorised railway consistently with the obligation imposed upon the Metropolitan District Railway Company by "The Metropolitan District Railway Act, 1875," of improving their Mansion House Station, the Company require the additional lands described in this Act, and it is expedient that the Company be authorised to purchase and acquire those lands:

And whereas it is expedient that the provisions of sections 64 to 68 (both numbers inclusive) of the Act of 1874 be extended and applied to and in the case of any lands to be acquired by the Company under this Act and not required for the purposes of the Company:

And whereas it is expedient that the agreement between the Company and the Metropolitan District Railway Company, a copy whereof is set forth in the First Schedule to this Act, and which agreement is in this Act referred to as "the scheduled agreement," be confirmed:

And whereas it is expedient that the Company and the other companies in that behalf in this Act mentioned be authorised to enter into working and other agreements as herein-after provided:

And whereas plans of the additional lands which by this Act the Company are authorised to purchase and acquire, with a book of reference to such plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of those lands, were duly deposited with the clerk of peace for the city of London, and those plans and that book of reference are in this Act referred to as the deposited plans and book of reference:

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

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

Short title.

1. This Act may be cited as "The Metropolitan Inner Circle Completion Railway Act, 1876."

Provisions of certain general Acts incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and Part III. (relating to working agreements) of the "Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

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 such construction; the expression "superior courts" or "court, of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Extension of time for compulsory purchase of lands.

4. The powers of the Company for the compulsory purchase of lands for the purposes of the Act of 1874 may be exercised within but shall not be exercised after the expiration of two years from the 7th day of August 1876.

Extending time for construction of railways, &c.

5. The powers of the Company for the construction of the railway and new streets are hereby extended, and may be exercised within but shall not be exercised afte rthe expiration of two years from the 7th day of August 1877, and that period shall for all purposes be deemed the period originally limited by the Act of 1874 for the completion of the railway and new streets, and if the railway and new streets aforesaid shall not be completed within the period limited by this Act, then, on the expiration of such period, the powers by the Act of 1874 and by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Saving agreement with trustees of National Provident Institution, except, &c.

6. Nothing contained in this Act shall prejudice or affect the agreement dated the 20th day of May 1874, and made between Charles Gilpin, Charles Whetham, an alderman and one of the sheriffs of the city of London, Jonathan Thorp, and Sir Charles Reed, Knight, all of No. 48, Gracechurch Street, in the city of London, of the one part, and James Goodson, of No. 32, Kensington Garden Square, in the county of Middlesex, and Edward Frederic Devenish Walshe, of No. 13, Clarges Street, Piccadilly, in the said county of Middlesex, of the other part, scheduled to the Act of 1874, except that the 6th clause of such agreement shall stand and read as if the expression "one year" contained in such clause had been "four years."

Power to take lands for general purposes.

7. Subject to the provisions of this Act, the Company may enter upon, take, hold, and use for any purposes of their undertaking the whole or any part or parts of the lands, or any of the houses, tenements, and hereditaments in the parishes next herein-after mentioned shown on the deposited plans and described in the deposited books of reference; (that is to say,)

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(A.) Certain lands, houses, tenements, and hereditaments in the parishes of Saint Mildred, Bread Street, Holy Trinity the Less, and Saint Mary, Aldermary, all in the city of London, or some of them, lying northward of Queen Victoria Street, and between Queen Victoria Street, Bread Street, and Cannon Street, and an imaginary line drawn from Bread Street to Cannon Street, parallel to and at a distance of about 30 feet from the line of the frontage of the houses on the north side of Queen Victoria Street:

(B.) Certain lands, houses, tenements, and hereditaments in the parishes of Saint Margaret Moses and Saint Mildred, Bread Street, in the city of London, or one of them, lying at the corner formed by Bread Street and Knightrider Street at their junction with Queen Victoria Street, and bounded towards the north-west by an imaginary line drawn south-westward from the west side of Bread Street, in direct continuation of the imaginary line mentioned in the description of the lands (A.) above-mentioned and described:

(C.) Certain lands, houses, tenements, and hereditaments in the parishes of Saint John the Baptist upon Walbrook, Saint Mary Bothaw, and Saint Swithin, London Stone, all in the city of London, or some of them, lying northward of Cannon Street and between Budge Row, Cannon Street, and Saint Swithin's Lane, and an imaginary line drawn from Saint Swithin's Lane to Budge Row, parallel to and at a distance of about 30 feet from the line of the frontage of the houses on the north side of Cannon Street:

(D.) Certain lands, houses, tenements, and hereditaments in the parishes of Saint John the Baptist upon Walbrook, Saint Mary Bothaw, and Saint Swithin, London Stone, all in the city of London, or some of them, lying to the southward of Cannon Street and between Dowgate Hill, Cannon Street, and Bush Lane, and an imaginary line drawn from Dowgate Hill to Bush Lane parallel to and 30 feet from the line of the frontage of the houses on the south side of Cannon Street:

Period for compulsory purchase of lands.

8. The powers of the Company for the compulsory purchase of lands under this Act may be exercised within but shall not be exercised after the expiration of three years from the passing of this Act.

Application of moneys.

9. The Company may apply for the purposes of this Act any moneys which by the Act of 1874 they are authorised to raise by shares, or by debenture stock, or by borrowing.

Extending certain provisions of the Act of 1874 to this Act.

10. Sections 47 and 64 to 68 (both numbers inclusive) of the Act of 1874 shall extend and apply to and in the case of any lands, tenements, or hereditaments which the Company may purchase or acquire under the powers of this Act, and which may not be required for the purposes of their undertaking.

Restriction on works affecting Post Office Telegraph system.

11. The Company shall not by any work or thing interfere with any telegraph post, wire, apparatus, or work of Her Majesty's Postmaster-General, or execute or do any work or thing causing or likely to cause any interruption of or impediment to postal telegraphic communication, unless and until the Company have given to the Postmaster-General one calendar month's previous notice in writing of their intention to execute or do the work or thing, specifying all necessary and proper particulars relating thereto, nor unless and until the Postmaster-General has approved of the proposed work or thing in writing delivered to the Company, or has for one calendar month after service of the notice and particulars on him failed to so approve or to disapprove.

Power for Postmaster-General to annex conditions.

12. Her Majesty's Postmaster-General may annex to his approval under this Act of any work or thing such reasonable terms and conditions as he thinks fit, and the Company shall observe and perform the same.

Power of entry for Postmaster-General.

13. The engineer and other officers and servants and workmen of Her Majesty's Postmaster-General may at and for all reasonable times enter on and into and remain on any of the railways, lands, and works of the Company for the purpose of examining, repairing, altering, or removing any telegraph post, wire, apparatus, or work, the property of the Postmaster-General being thereon.

Compensation by Company to Postmaster-General and penalty.

14. The Company shall from time to time make full compensation to Her Majesty's Postmaster-General for any expense, loss, or damage which he is put to or sustains by reason of the Company by any work or thing executed or done by them interfering with any telegraph post, wire, apparatus, or work of the Postmaster-General, and if at any time any such work or thing causes an interruption of or impediment to postal telegraphic communication the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues, and the amount of any such expense, loss, damage, or forfeiture shall be a

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debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered with costs on behalf of the Postmaster-General as a penalty is recoverable from the Company.

For the protection of the trustees of the late Joseph Bainbridge, Esquire.

15. The Company shall not compulsorily enter upon or interfere with, except for the purpose of underpinning, subject to the provisions of the 47th section of "The Metropolitan Inner Circle Completion Act, 1874," (which section is incorporated herewith so far as regards the lands next herein-after mentioned,) any of the lands of which the trustees for the time being of the will of the late Joseph Bainbridge are seised, or in which they are interested, and which are situate respectively in the parishes of Saint Mildred, Bread Street, Saint Mary, Aldermary, and Holy Trinity the Less, and known as Nos. 28, 30, 32, and 34, Cannon Street, and Nos. 84, 86, 88, and 90, Queen Victoria Street, without the consent in writing of the trustees for the time being of the said will first had and obtained, and the Company shall, in addition to the compensation provided for by that section, be further liable to compensate the said trustees for any inconvenience, loss, or damage whatsoever which may be sustained by them by reason of the construction of the railway or by the exercise by the Company of any of the powers of the Act.

For protection of parish Church of Saint Swithin's, London Stone, and Saint Mary Bothaw.

16. And whereas the railway by the Act of 1874 authorised, and for the widening or alteration of which lands are by this Act authorised to be acquired by the Company, is intended to be constructed near the parish church of the united parishes of Saint Swithin, London Stone, and Saint Mary Bothaw, and the said church (herein-after referred to as "the said church") may be interfered with and injuriously affected by the construction of the railway, and it is expedient to make provision in relation thereto: Therefore the Company shall conform to and observe the following provisions, regulations, and restrictions in constructing the railway and in dealing with the said church:

(A.) Notwithstanding anything in this Act or in the Act of 1874 contained, the Company shall not purchase, take down, remove, or interfere with the said church or any part thereof, nor enter upon, take, or use for any of the purposes of their undertaking any portion of the land upon which the said church now stands, nor interfere with the proper performance of Divine service in the said church, nor interrupt the same by noise or molestation during the progress of the works of the Company, nor take, or use, or

block up, or interfere in any way with the passage to and from the said church in Salters Hall Court into or from Cannon Street, nor block up or interfere in any way with the entrance or access to the said church from Cannon Street on the south side of the said church:

(B.) Before the Company shall commence the construction of any part of the railway within thirty feet of the said church, they shall, to the satisfaction of the engineer for the time being of the city of London (in this section referred to as "the engineer"), securely under-pin the whole or such portions of the walls of the said church as abut on the street or streets next the railway, and as may be determined by the engineer to be necessary, and such under-pinning shall be carried down to a solid foundation to a depth at least equal to that of any part of the foundation of the railway and works there:

(C.) The Company shall in no case damage the stone with an inscription thereon known as "the ancient Roman London stone" now externally enshrined in the south wall of the said church, nor the monuments, memorial tablets, or tombstones now contained in the said church, and the graves and vaults under the said church shall be as little disturbed as possible, and the rector and churchwardens of the said parish may cause the remains of any person interred or deposited in any grave or vault which may be so disturbed to be removed, carried away, and placed in some other burial ground as they shall direct, and the Company shall rebuild and restore the graves or vaults so disturbed, and the said rector and churchwardens may then replace therein the remains of any person so removed and carried away as aforesaid.

For protection of the Gaslight and Coke Company.

17. For the protection of the Gaslight and Coke Company (herein-after referred to as "the gas company"), and in addition to the provisions for that purpose contained in the Act of 1874, the following provisions shall have effect; that is to say,

(A.) Provided always, that if the gas company shall elect themselves to execute any portion of the works, matters, and things which the Company may by the Act of 1874 or by this Act be empowered or required to do or exercise with reference to or affecting the mains, pipes, syphons, apparatus, or other works of the gas company, and of such their election shall give seven days notice in writing to the Company, by leaving the same at their head office in

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London, the gas company may themselves execute that portion of the said works, matters, and things, and the expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand, and such expense may be recovered from the Company in any court of competent jurisdiction; any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment shall be settled by arbitration pursuant to "The Lands Clauses Consolidation Act, 1845:"

(B.) Whereas there are divers mains, pipes, syphons, and other apparatus belonging to the gas company in divers streets, highways, roads, footpaths, lanes, courts, passages, and other places within the limits shown on the plans deposited in respect of the Act of 1874 which are now used by the gas company for supplying gas: Therefore when the Company, for any purposes of the Act of 1874 or of this Act, take any of those mains, pipes, syphons, or other apparatus they shall pay to the gas company the value thereof, and the same shall thereupon become the property of the Company, and the Company shall also pay to the gas company their reasonable charges of removing or altering any of the mains, pipes, syphons, or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered: Provided, that the value of the mains, pipes, syphons, and other apparatus as taken shall be the cost thereof to the gas company, and their expenses in and about the laying of the same in their then position. Any difference arising between the Company and the gas company touching any of the matters contained in this provision shall be settled by arbitration under "The Lands Clauses Consolidation Act, 1845," but at the expense of the Company in all things:

(C.) If the Company, for any of the purposes of the Act of 1874 or of this Act, remove and destroy any house, building, or erection now supplied with gas by the gas company, and they sustain any loss by reason of their inability to collect and recover the then current quarter or half year's gas rate or charge accruing to them in respect to the house, building, or erection, the Company shall pay to the gas company the amount of such gas rate or charge in respect of every such house, building, or erection supplied with

gas by them and so taken, removed, or destroyed. Any difference arising between the Company and the gas company touching any of the matters contained in the above provision shall be settled by arbitration under "The Lands Clauses Consolidation Act, 1845:"

(D.) If any loss of gas shall be in any way occasioned to or be sustained by the gas company by any act or omission of the Company, or of their contractors, agents, workmen, or servants, or of any person or persons in their employ, the Company shall, on request, pay to the gas company the value of the gas so lost. Any difference between the gas company and the Company as to the quantity of gas so lost, or as to the value thereof, shall be settled by arbitration under "The Lands Clauses Consolidation Act, 1845:"

(E.) If the Company shall find it necessary to undermine but not otherwise alter the position of any main, pipe, syphon, plug, or other works belonging to the gas company, they shall temporarily support the same in its position during the execution of their works, and on their completion shall provide a good and suitable foundation for every main, pipe, syphon, plug, or other work so undermined:

(F.) Notwithstanding anything in the Act of 1874 or in this Act contained, the Company shall be responsible for and make good to the gas company all costs, losses, damages, and expenses which may be occasioned to the gas company or to any of their mains, pipes, syphons, apparatus, property, works, and conveniences, or in the supply of gas by the gas company, or to any person or persons now or at any time hereafter to be supplied by them, or otherwise by reason of the execution or failure of any of the intended works, or of any act or omission of the Company, or of any of their contractors, agents, workmen, or servants, or any of the persons in their employ or in the employ of their contractors or others, and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission.

As to interchange station in Cannon Street.

18. Nothing in this Act contained shall prejudice or affect the provisions contained in the 61st, 62nd, and 63rd sections of the Act of 1874, as regards the construction of the works connected with the interchange station with the South-eastern Railway Company in Cannon Street.

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Confirming scheduled agreement.

19. The scheduled agreement is hereby confirmed, and full effect shall be given thereto as if the provisions therein contained were enacted in express words in this section.

Confirming agreement with C. Defries and others.

20. The agreement dated the 28th day of March 1876, and made between the Company of the one part, and Coleman Defries, Henry Defries, and Moss Defries of the other part, a copy of which is set forth in the Second Schedule to this Act, is hereby confirmed and made binding.

For protection of the South-eastern Railway Company.

21. Nothing in this Act contained shall authorise the Company to enter upon, take, use, or interfere with any land or premises shown on the deposited plans and described in the deposited books of reference which, at the date of the passing of this Act, belong to the South-eastern Railway Company, or in which that company have any interest by agreement or otherwise, without in every case the previous consent of the said company in writing under their common seal.

Power to Company and other companies to enter into traffic arrangements, &c.

22. The Company on the one hand, and the North London Railway Company, the London and North-western Railway Company, and the Midland Railway Company, or any one or more of those companies on the other hand, may (subject to the provisions of Part III. of "The Railways Clauses Act, 1863," as amended or varied by "The Regulation of Railways Act, 1873,") from time to time enter into and carry into effect and rescind contracts or agreements with respect to the following purposes, or any of them, and any incidental matters; (that is to say,)

The working, use, management, and maintenance, whether in perpetuity or otherwise, by any or either of the contracting companies of their respective railways and works, or any part or parts thereof respectively:

The management, regulation, interchange, collection, transmission, and delivery by any or either of the contracting companies of traffic upon, or coming from, or destined for the railways of the contracting companies, or any or either of them:

The supply and maintenance of engines, stock, and plant, and the employment of officers and servants:

The levying, fixing, collection, payment, appropriation, apportionment, and distribution of the tolls, rates, charges, income, and profits arising from the respective railways and works of the contracting companies, or any or either of them, or any part thereof:

The payments, allowances, rents, rebates, and drawbacks to be paid or made by any of the contracting companies to any others

or other of them, and the conditions to be performed with respect to any of the matters aforesaid.

Railways not exempt from provisions of present and future general Acts.

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

Expenses of Acts.

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

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The FIRST SCHEDULE referred to in the foregoing Act.

Heads of Agreement between the Metropolitan Inner Circle Completion Railway Company, herein called the Inner Circle Company, of the one part, and the Metropolitan District Railway Company, herein called the District Company, of the other part.

Whereas the District Company have constructed and are now working a railway between the Mansion House Station at Cannon Street, in the city of London, and High Street, Kensington, and the Metropolitan Railway Company have constructed and are now working a continuation of such railway from High Street, Kensington, to Moorgate Street and Liverpool Street, in the city of London, and are constructing an extension of the same to Aldgate, east of Moorgate Street:

And whereas by an agreement made between the said Companies dated the 29th of June 1871, and confirmed by the "Metropolitan Railway Act, 1872," sect. 8., it was agreed that the whole route between Cannon Street and any stations of the District Company east of Cannon Street, now called Mansion House, on the one hand, and Moorgate Street and any stations of the Metropolitan Company east of Moorgate Street, on the other hand, should be used interchangeably for the running of the trains of the two Companies, so as to give the public a continuous service of trains and a full and free choice of either of those routes, and the said Companies are now and have for some time past been running six trains an hour for the working hours of each week day between Mansion House and Moorgate Street respectively:

And whereas the said Inner Circle Company are authorised under their special Act and are proposing to construct a railway, herein-after called "the Link Line," extending from the said Mansion House Station of the District Company's railway to the authorised line of the Metropolitan Railway at a point near to and north-west of Aldgate, thus completing the circle through Cannon Street and Moorgate Street respectively:

And whereas it would be for the public accommodation that the Link Line should be used by the District Company and Metropolitan Railway Company for the continuation of their respective trains, so as to complete the regular interchangeable working of the trains, and ensure continuance of working throughout the entire Inner Circle:

Now it is mutually agreed between the Inner Circle Company and the District Company as follows:

1. For all purposes connected with the working and interchange of trains, and the giving to the public full and free choice of the east route or west route,

as contemplated by the said agreement of the 29th June 1871, round the completed Inner Circle, the Link Line and the several stations thereon shall be deemed to be part of the railway of the District Railway Company as though the same had been constructed by that company as an extension of their railway, and the stations thereon as stations east of Cannon Street and Moorgate Street respectively to be used interchangeably by the trains of both the companies to that agreement.

2. The Inner Circle Company shall forthwith proceed to construct the railway and works authorised by their special Act, herein called the Link Line, according to such plans as shall have been submitted to and approved by the District Company, and shall complete such construction to the satisfaction of the District Company, and procure the railway and works to be approved by the Board of Trade to be worked for passenger traffic.

3. The District Company shall from the date of such approval run over and use the Link Line with such number of trains as will, together with the trains of other companies using the railway, make up an average minimum number of 440 trains per day, and receiving the earnings of such trains shall, so long as the sum paid by other companies using the Link Line as toll shall not be less than 8*s.* per train nor less than any higher average gross receipt per train mile on the District Line as shown by the published accounts of the said Company, pay a toll equal to 8*s.* per train, and if the average gross receipt per train mile on the whole of the District Railway shall be higher than 8*s.*, then up to such higher sum.

4. The District Company shall also in respect of the use of the said Link Line pay an additional amount equal to 10 per cent. of their proportion of the gross receipts in respect of their own line for traffic carried over the whole length of the Link Line, and booked to or from Charing Cross Station, or any station of the District Railway east of the Charing Cross Station.

5. The District Company shall work their trains over the Inner Circle Railway free of cost to the Inner Circle Company so long as the toll payable under this agreement does not exceed 8*s.* per train, but shall be entitled to retain out of any excess of such receipts beyond 8*s.* per train an allowance of 1*s.* 3*d.* per train for the cost of working.

6. The Inner Circle Company shall defray the cost of the officers and servants necessary to man the stations and line (to be approved by the District Company), and the Inner Circle Company shall also repair and maintain at their own cost the railway and works constructed under their special Act to the satisfaction of the District Company. All moneys received or payable at the stations shall be handed over to the District Company, who shall account and pay over quarterly to the Inner Circle Company in accordance with the terms of this agreement.

7. In case the profit arising to the Inner Circle Company from their undertaking shall at any time exceed 5 per cent. upon an expenditure not exceeding 1,600,000*l.*, they shall pay over to the District Company one half part of such excess of profits beyond 5 per cent. in reduction of the payments by these presents to be made to them by the District Company, and after the expiration of three years from the opening of the Inner Circle Railway the District Company shall

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have the option, on giving six months previous notice, of purchasing the undertaking of the Inner Circle Company, subject to Parliamentary sanction thereto, by the payment of such an amount of debenture stock bearing 4½ per cent. interest as shall yield an income equal to the actual profits of the last year not being less than 4½ per cent. on 1,600,000*l*.

8. In case any difference shall arise between the parties to this agreement with respect to any of the matters contained in or arising under the same, the same shall be settled by arbitration in accordance with the provisions of the Railway Companies Arbitration Act, 1859."

9. This agreement shall have no operation until it has been approved by the proprietors of the Metropolitan District Railway Company present in person or by proxy at a general meeting of the Company specially called for the purpose after the passing of the Act by which this agreement shall be authorised, and holding at least three fourths of the paid-up capital of the Company represented in such meeting, such proprietors being qualified to vote at all ordinary meetings of the Company in right of such capital.

In witness whereof the said Companies have hereunto caused their common seals to be affixed this 25th day of March 1876.

Seal of the Metropolitan District Railway Company.

Seal of the Metropolitan Inner Circle Completion Railway Company.

The seal of the Metropolitan District Railway Company was affixed hereto in the presence of
GEO. HOPWOOD,
Secretary to the Company.

Sealed by order of the Board,
W. J. PEARCE,
Secretary.

The SECOND SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT made this 28th day of March 1876 between the Metropolitan Inner Circle Completion Railway Company, incorporated by the Metropolitan Inner Circle Completion Railway Act, 1874, of the one part, and Coleman Defries, Henry Defries, and Moss Defries, carrying on business together at Houndsditch under the firm of J. Defries and Sons, of the other part.

WHEREAS the said Railway Company are promoting a Bill in Parliament for the extension of the periods limited by the said Act for the purchase of land for

and the completion of their undertaking, and the said parties hereto of the second part, as the owners in fee simple in possession of certain buildings and premises numbered 29, 34, 35, and 43, 42, and 39, in the parish of St. Botolph, Aldgate, on the said plans referred to in the said Act, and corresponding with No. 147, Houndsditch, and the appurtenances thereof, and land in Gravel Lane, have presented a petition against the said Bill in the House of Commons, objecting to the proposed extension of time for purchase of land :

And whereas, in pursuance of the covenants and agreements herein-after contained, the said parties hereto of the second part have agreed to withdraw their said petition, and to assent to the passing of the said Bill with the provisions as to extension of time as therein contained :

Now it is hereby covenanted, agreed, and declared by and between the said parties hereto of the second part, their executors, administrators, and assigns, and the said Company, their successors and assigns, as follows :

1. In the event of the said Company serving notice to treat in respect of the said premises, or any part thereof, the Company shall purchase, and the said parties hereto of the second part shall sell, the whole of the said premises and the interest of the said parties hereto of the second part therein at or for the sum of seventy thousand pounds, to include compensation of every description, of which said sum twenty-five thousand pounds, part thereof, shall be paid to the said parties hereto of the second part on giving such notice to treat.

2. On payment of the said sum of twenty-five thousand pounds, the said parties hereto of the second part shall give possession to the Railway Company of that portion of the said premises which may be required for the actual formation of the works of the said railway, but the residue of the said premises shall remain in the occupation of the said parties hereto of the second part free of rent for such period as they may require to use the same, not exceeding 3 years from the date of the payment of the said sum of twenty-five thousand pounds.

3. The balance of the said purchase money, amounting to the sum of forty-five thousand pounds, together with interest thereon from the date of the possession being given under Article 2 until payment, shall be paid to the said parties hereto of the second part on their duly executing a conveyance to the Company of the whole of the said premises and giving possession to the Company of the residue thereof.

4. The compulsory powers of the Company for the purchase of land shall not be exercised in respect of the premises owned by the parties hereto of the second part after the expiration of the period of 12 months from the passing of the said Bill, unless the said parties hereto of the 2nd part consent in writing to an extension of that period.

5. If the powers of the Act be transferred to any other company this agreement shall be binding on such company.

6. The parties hereto of the second part shall withdraw their petition against the said Bill and consent to the passing thereof.

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In witness whereof the said Company have set their common seal, and the said parties hereto of the second part have set their hands, the day and year first above-mentioned.

Witness—
J. C. Scard, Solr.,
30, Gracechurch St.

Coleman Defries.
Henry Defries.
Moss Defries.

Seal of the Metropolitan Inner Circle Completion Railway Company.

Sealed by order of the Board,
W. J. Pearce,
Secretary, pro tem.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1876.