CHAPTER clxxxiv.

An Act to authorise the North Metropolitan Railway and Canal Company to make alterations and improvements in their Canal and for other purposes. A.D. 1896.

[7th August 1896.]

WHEREAS by the Regent's Canal City and Docks Railway Act 1882 (in this Act called "the Act of 1882") the Regent's Canal City and Docks Railway Company (in this Act called "the Company") were incorporated with a share capital of eight million one hundred thousand pounds and power to borrow (in addition to the sum which the Company might for the time being have power to borrow under the Acts of the Company of Proprietors of the Regent's Canal in the Act of 1882 and in this Act called "the canal company") any sum or sums not exceeding in the whole two million three hundred and ninety thousand pounds and provision was made for the sale and transfer to the Company of the undertaking of the canal company with power to the Company to constitute their canal undertaking and the capital for the same a separate undertaking and capital and the Company were authorised and empowered to make and maintain various railways and canal and other works:

And whereas by the Regent's Canal City and Docks Railway (Canal Capital) Act 1883 (herein-after referred to as "the Act of 1883") it was enacted that of the capital of eight million one hundred thousand pounds authorised by the Act of 1882 one million five hundred thousand pounds should be deemed to be the capital of the canal undertaking of the Company and was thereby constituted a separate capital of the Company the same to be issued either as shares or stock and it was also enacted that of the sum of two million three hundred and ninety thousand pounds which by the Act of 1882 the Company were empowered to borrow on mortgage the Company might at any time after the passing of that Act borrow on mortgage of the canal undertaking (in addition to the sum which the Company might for the time being have

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power to borrow under the canal company's Acts) any sum or sums not exceeding in the whole one hundred and fifteen thousand pounds and also such further sum or sums not exceeding seventy-five thousand pounds (and making with the said sum of one hundred and fifteen thousand pounds the total sum of one hundred and ninety thousand pounds) as might be authorised by a resolution passed at a general meeting specially summoned for such purpose of the holders for the time being of the canal capital:

And whereas by the Regent's Canal City and Docks Railway Act 1892 the Company whose name was by that Act changed to that of the North Metropolitan Railway and Canal Company were empowered with the sanction of three fourths of the votes of holders of canal capital of the Company to borrow on mortgage of their canal undertaking (in addition to any sums which they were then authorised to borrow on mortgage of that undertaking) any sum or sums not exceeding in the whole three hundred thousand pounds:

And whereas the following other Acts have been passed in reference to the Company (namely):—

The Regent's Canal City and Docks Railway (Various Powers) Act 1883;

The Regent's Canal City and Docks Railway Act 1885;

The Regent's Canal City and Docks Railway (Extension of Time) Act 1887;

The Regent's Canal City and Docks Railway (Extension of Time &c.) Act 1890;

The Canal Tolls and Charges No. 5 (Regent's Canal) Order Confirmation Act 1894:

And whereas the purchase of the canal company's undertaking was duly completed by the Company and they have issued for the purposes of that undertaking canal capital to the amount of one million three hundred and fifty-eight thousand one hundred pounds and have borrowed on the security of the canal undertaking three hundred and one thousand eight hundred and fifty-two pounds but have raised no part of their authorised capital other than the canal capital:

And whereas it is expedient that the Company be authorised to make alterations and improvements in their canal and for such purposes to increase their canal capital and to borrow further money on the security of the canal undertaking and that the further powers herein-after contained be conferred upon the Company:

And whereas plans and sections of the works authorised by this Act the plans showing also the lands which may be compulsorily taken under the powers of this Act and books of reference to such plans respectively containing the names of the owners and lessees or

reputed owners and lessees and of the occupiers of those lands respectively were duly deposited with the clerk of the peace for the county of London and are herein-after referred to as the deposited plans sections and books 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 (that is to say):—

Short title.

1. This Act may be cited as the North Metropolitan Railway and Canal Act 1896.

Incorporation of general Acts.

2. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The making of dividends;

The giving of notices; and

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

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Acts and the provisions of the Harbours Docks and Piers Clauses Act 1847 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. The several words and expressions to which by the Acts wholly or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings unless there be something in the subject or context repugnant to such construction The expression "the council" means the London County Council and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act

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wholly or in part incorporated with this Act shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make works.

4. Subject to the provisions of this Act the Company may enter upon take and use for the purposes of the works by this Act authorised or for the general purposes of their canal undertaking all or any of the lands shown on the deposited plans and described in the deposited books of reference relating to those works and they may make and maintain in the county of London the works described in this section in the lines and in accordance with the levels shown on the deposited plans and sections relating thereto or some or one of those works or some part or parts thereof respectively and may appropriate to those purposes any lands for the time being belonging to them The works herein-before referred to and authorised by this section are—

(A) New locks on the Company's canal in the parish of St. Anne Limehouse at or near the bridge by which Salmon's Lane is carried over the said canal together with the taking down and removal and the reconstruction of the said bridge:

(B) The deepening in the parish of St. Anne Limehouse of the Company's canal between the new locks (A) above described and the Regent's Canal Dock and the removal of the existing locks between the Company's canal and the Regent's Canal Dock at Commercial Road East:

(C) The widening of the Company's canal on the east side thereof in the parish of St. Anne Limehouse between the bridges by which respectively Salmon's Lane and Commercial Road East are carried over the said canal together with the taking down and removal and the reconstruction of the said bridge by which Commercial Road East is carried over the canal:

(D) An alteration in the parish of St. Marylebone of the Company's canal by widening the same on the eastern or south-eastern side thereof and by narrowing the same on the western or north-western side thereof:

And the Company in connexion with the aforesaid works or any of them and upon the lands aforesaid or any of them may subject to the provisions of this Act from time to time make and maintain all necessary and proper embankments stairs landing places stages gates entrances coffer dams sluices sewers drains culverts pumping apparatus bridges rails sidings approaches and other works and conveniences and may alter break up stop up and divert any pipes wires tubes sewers drains and other works on or under any lands

within the limits of deviation shown on the deposited plans which may be acquired by or belong to the Company Provided that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 and 1888 to which the provisions of section 15 of the former Act apply Provided also that the Company shall not alter break up divert or in any way interfere with any pipes wires tubes or other property belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of an agreement made the thirtieth day of July one thousand eight hundred and eighty-five between the Company of the one part and Her Majesty's then Postmaster-General on behalf of Her Majesty of the other part so far as the said agreement is applicable and if and so far as it does not extend and after its determination except in accordance with and subject to the provisions of the Telegraph Act 1878.

Limits of deviation.

5. In constructing the works by this Act authorised and subject to the provisions of this Act the Company may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and they may deviate vertically from the levels of the said works as shown on the deposited sections to any extent not exceeding in the case of any work other than the reconstructed bridges for carrying Salmon's Lane and Commercial Road East respectively over the Company's canal seven feet upwards or downwards.

For protection of the Limehouse District Board of Works.

6. For the protection of the Board of Works for the Limehouse District (herein-after called "the Limehouse Board") the following provisions shall apply and have effect (that is to say) :—

(1) Before the Company proceed to take down remove and reconstruct the bridge by which Salmon's Lane is carried over the Company's canal they shall if called upon to do so by the Limehouse Board to the reasonable satisfaction of the surveyor of the Limehouse Board and at their own cost construct and maintain a good and sufficient temporary bridge not less than twenty-two feet wide with one footpath for the use of traffic passing along and over the said lane (such traffic to be interfered with as little as possible) until the new or altered bridge is completed and opened for traffic :

(2) The Company shall not in any way during the progress of the works hereby authorised of taking down removing and reconstructing the bridge by which Commercial Road East is carried over the Company's canal shut up or impede the

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public traffic over more than one-half of the width of the said bridge at any one time and the Company shall construct and provide at their own expense to the satisfaction of the surveyor of the Limehouse Board two good and sufficient footpaths over their canal at the point where the said Commercial Road East is carried over the said canal before in any way interfering with the surface of the said bridge and such footpaths shall be maintained by the Company for the convenience of public traffic until the said bridge is reconstructed and opened for traffic:

(3) The bridge by which Salmon's Lane is carried over the Company's canal shall be reconstructed in such manner as to give a clear width of thirty feet between the parapets and such parapets shall be at least six feet high:

(4) The bridge by which Commercial Road East is carried over the Company's canal shall be reconstructed of the same width as the existing bridge and the parapets thereof shall be at least six feet high:

(5) The Company in constructing the said two bridges shall not alter the present level of Salmon's Lane and Commercial Road East and the said bridges when reconstructed shall be formed drained channelled kerbed paved flagged and completed by and at the expense of the Company to the satisfaction in all things of the Limehouse Board and the Company shall provide and put up on such bridges when reconstructed such lamp posts and lamps as the Limehouse Board may reasonably deem necessary:

(6) If by reason of any of the works hereby authorised any ground shall be permanently thrown open by the Company to any street the Company shall forthwith enclose and keep enclosed the same in a line with the houses in such street adjoining thereto with substantial brick walls not less than seven feet in height above the level of the pavement:

(7) All works of the Company affecting the district of the Limehouse Board shall after the commencement thereof respectively be prosecuted and completed with all reasonable despatch:

(8) The Company shall not commence any of the works by this Act authorised over through affecting or disturbing any bridge or street in the district of the Limehouse Board until they shall have given twenty-eight days previous notice in writing to the surveyor for the time being of the Limehouse Board of their intention to commence the same by leaving such

notice at the office of the Limehouse Board and such notice shall be accompanied by plans and sections showing the course and inclination thereof and all other necessary details and particulars relating thereto and of any temporary bridge or footpath which the Company are required to provide in pursuance of this section and the Company shall not commence such works until the said surveyor shall have signified his approval of the same unless such surveyor fail to signify his approval disapproval or other directions within twenty-eight days after service of the said plans sections details and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said surveyor in the execution and also of the subsequent maintenance of the said works and shall provide by new altered or substituted works in such manner as the said surveyor may deem necessary for the proper protection of and for preventing injury or impediment to any street sewers and works belonging to them or under their control by reason of the said intended works or any part thereof and shall save harmless the Limehouse Board against all and every the expense to be occasioned thereby and such works shall at all times be carried on and conducted to the reasonable satisfaction and under the superintendence and control of the said surveyor and so as to afford a free and uninterrupted passage for foot passengers through and over all such streets and to cause as little obstruction as possible to the traffic of such streets and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the powers of this Act the same shall thereafter be fully and completely under the jurisdiction and control of the Limehouse Board as any sewers or works are or hereafter may be:

(9) Before the Company obstruct any street in the exercise of their powers under this Act they shall to the reasonable satisfaction of the Limehouse Board provide and thence-forward until such obstruction be removed maintain proper accommodation for the traffic along such street and access to houses and property therein:

(10) The Company shall not permit or suffer any materials rubbish or other matter or thing to be laid shot or placed by any of their contractors agents or workmen upon any of the streets or public ways courts or alleys under the control of the Limehouse Board except so far as may be necessary for any of

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the works by this Act authorised and the Company shall forfeit and pay to the Limehouse Board the sum of two pounds for every day that any materials rubbish or other matter or thing shall be laid shot or placed as aforesaid or any obstruction or interference or breach of this enactment shall take place and for the purpose of preventing accidents during the progress of the said works the Company shall well and sufficiently guard protect and watch such works with lights fences and watchmen and otherwise and they shall forfeit and pay to the Limehouse Board the sum of ten pounds for every day that such works shall not be lighted guarded protected and watched as aforesaid:

(11) Except as in this section is expressly provided it shall not be lawful for the Company to erect or place any of their works upon any of the streets or public places in the Limehouse District without the previous consent in writing of the Limehouse Board:

(12) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall within nine months after the day on which the works were begun by the Company well and sufficiently and to the satisfaction of the Limehouse Board restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from the date of such restoration and if the Company fail to restore such street within the period of nine months they shall forfeit and pay to the Limehouse Board five pounds for every day that such street shall remain unrestored Provided that the Limehouse Board may themselves restore such street and thereafter maintain the same for the period herein-before mentioned and recover the expense thereof from the Company:

(13) The Company shall not permit the parapets and wings of the new bridges in this section above referred to facing a public thoroughfare to be used for the posting of bills or other advertising purposes:

(14) The Company shall on demand pay to the Limehouse Board all the costs charges and expenses which the Limehouse Board may reasonably incur by reason of the Company's works the examination of plans and sections superintendence or otherwise and the same together with any penalty incurred by the Company in pursuance of this section shall be recoverable

from the Company by the Limehouse Board as and for liquidated damages in any court of competent jurisdiction:

(15) If any difference arise between the Company and the Limehouse Board or their respective surveyors concerning the true intent and meaning of any of the provisions of this section or the construction or carrying into effect of any of the works matters or things to be done or performed under this section the same shall be determined by an engineer to be appointed on the application of either party by the Board of Trade and the costs and expense of such reference shall be borne and paid as he shall direct.

For protection of Metropolitan Railway Company.

7. In making the alteration in the parish of St. Marylebone of the Company's canal by widening the same on the eastern or south-eastern side thereof under or near to the bridge carrying the Metropolitan Railway across the canal:—

(1) The Company shall make such alteration and shall construct such works in connexion therewith so as to well and sufficiently support the said bridge according to plans sections and specifications and with materials of such quality or strength and in such manner in every respect as shall be previously submitted to and approved in writing by the principal engineer for the time being of the Metropolitan Railway Company and not according to any other plan without the previous consent in writing of such company under their common seal and the said alteration and works shall be executed and maintained under the superintendence and to the reasonable satisfaction of such principal engineer and in all things at the expense of the Company and the Company shall not commence the execution of the said alteration and works or enter upon or interfere with any land works or property belonging to the Metropolitan Railway Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer as aforesaid shall for the period of one month neglect or refuse to approve such plans sections and specifications or shall disapprove the same then the said alteration and works shall be executed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the Metropolitan Railway Company by the President for the time being of the Institution of Civil Engineers:

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(2) During the construction of the works the Company will bear and on demand pay to the Metropolitan Railway Company the expenses of the employment by them of a sufficient number of inspectors or watchmen to be appointed by that company not exceeding one at any one time or three in each day of twenty-four hours for watching their railway with reference to and during the execution of the intended works and for preventing so far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or from acts or defaults of their contractors or of their servants agents or workmen or otherwise:

(3) It shall not be lawful for the Company in the execution of the powers of this Act to obstruct or delay the traffic of the Metropolitan Railway and in the event of the traffic being in any way obstructed or delayed by reason of any act or default of the Company or of their contractors or workmen the Company shall pay to the Metropolitan Railway Company the sum of fifty pounds as ascertained damages for every hour or part of an hour during which such obstruction or delay shall continue:

(4) The Metropolitan Railway Company shall within six months after notice by the Company that they require to use the lands herein-after mentioned prove their title to the lands shown on the deposited plans of which the Metropolitan Railway Company are or claim to be the owners and if such title be so proved the Metropolitan Railway Company shall grant to the Company and the Company shall accept an easement or right of using of such lands or any of them for the purpose of making and maintaining the works above referred to in this section:

(5) The consideration to be paid by the Company to the Metropolitan Railway Company for such easement shall be determined in manner provided by the Lands Clauses Acts:

(6) If the Metropolitan Railway Company fail to establish their right to grant such easement or through any default of their own fail to grant such easement as aforesaid the Company may enter upon take and use such lands or any of them under the powers contained in the section of this Act of which the marginal note is "Power to make works."

For protection of sewers in the metropolis.

8. Where any of the 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 to interfere with any sewer drain watercourse defence or work in use

at the passing of this Act and under the jurisdiction or control of the council or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act amending the same or extending the powers thereof or any sewer or work to be made or executed by the council or by any such vestry or board or shall or may in any way affect the sewerage or drainage of the districts under the control of them or of any of them the Company shall not commence such works until they shall have given to the council or to the vestry or district board (as the case may be) twenty-eight days previous notice in writing of their intention to commence the same by leaving such notice at the principal office for the time being of the council or of such vestry or district board (as the case may be) with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council or such vestry or district board respectively shall have signified their approval of the same unless the council or such vestry or district board (as the case may be) do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the council and of the respective vestry or district board (as the case may be) in the execution of the said works and shall provide by new altered or substituted works in such manner as the council or such vestry or district board respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the council and every such vestry and district board respectively 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 or other officer or officers of the council or the said vestry or district board (as the case may be) at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the council or any vestry or district board may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council or to such vestry or district board by the Company on demand 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 council or the

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said vestry or district board (as the case may be) respectively as any sewers or works now or hereafter may be.

Period for completion of works.

9. If the works authorised by this Act and herein-before described and shown on the deposited plans are not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Power to acquire additional lands by agreement.

10. In addition to the lands which the Company are otherwise authorised to purchase or hold they may for any of the purposes of their canal undertaking from time to time by agreement purchase any additional quantity of land in any parish mentioned in this Act in which any of the works by this Act authorised will be made not exceeding in the whole five acres but nothing in this section shall exempt the Company from any indictment action or other proceedings for nuisance in the event of any nuisance being caused or permitted by them upon any land taken under the powers of this section.

Easements &c. may be granted by incapacitated persons.

11. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) required for any of the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

12. The powers of the Company under this Act for the compulsory purchase of lands shall cease after the expiration of five years from the passing of this Act.

Owners may be required to sell parts only of certain lands and buildings.

13. And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described or referred to in the schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in

the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of such tribunal any such portion or portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice Provided also that if in the opinion of such tribunal any such portion or portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

Company empowered or may be required to underpin or otherwise strengthen

14. If in the execution and maintenance of any works authorised by this Act it shall be necessary in order to avoid injury to any houses buildings bridges quays wharves or works within one hundred feet of any of the works by this Act authorised to underpin or otherwise strengthen the same the Company at their own

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houses &c. near works.

costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

(1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house building bridge quay wharf or work so intended or so required to be underpinned or otherwise strengthened :

(2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :

(3) If any owner lessee or occupier of any such house building bridge quay wharf or work or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:

(4) Such referee shall forthwith upon the application of either party proceed to inspect such house building bridge quay wharf or work and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house building bridge quay wharf or work :

(5) The cost of the reference shall be in the discretion of the referee :

(6) The Company shall be liable to compensate the owners lessees and occupiers of every such house building bridge quay wharf or work for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :

(7) If in any case in which any house building bridge quay wharf or work shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house building bridge quay wharf or work

against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house building bridge quay wharf or work for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act:

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Restriction on taking houses of labouring class.

15. The Company shall not under the powers of this Act purchase or acquire in any parish twenty or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Secretary of State for the Home Department twenty or more houses which were not so occupied on the fifteenth day of December last but have been or shall be subsequently so occupied.

For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Local rates to be made good &c.

16. If and while the Company are possessed under this Act of any lands messuages buildings or other hereditaments assessed or liable to be assessed to any poor rate general rate sewers rate or other hamlet or parochial rate they shall from time to time until the works authorised by this Act are completed and assessed or

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liable to be assessed be liable to make good the deficiency in the assessment for the rates by reason of those lands messuages buildings and hereditaments having been taken or used for the works and the deficiency shall be computed according to the rental at which those lands messuages buildings and hereditaments are now rated.

For protection of London and Blackwall and Great Eastern Railway Companies.

17. In constructing and maintaining the works by this Act authorised where they will cross under the bridge carrying the London and Blackwall Railway (herein-after called "the Blackwall Railway") over the North Metropolitan Railway and canal or otherwise affect that railway the Company shall be subject to the following provisions for the protection of the London and Blackwall Railway Company (herein-after called "the Blackwall Company") and of the Great Eastern Railway Company (herein-after called "the Great Eastern Company") (viz.):—

(1) The Company shall not acquire any estate or interest in any land or property of either the Blackwall Company or the Great Eastern Company other than such an easement or right of constructing under the Blackwall Railway as may be necessary for the deepening and widening of the canal in the parish of St. Anne Limehouse as authorised by this Act The amounts to be paid for the acquisition of such easement shall in case of dispute be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement:

(2) All works affecting the said bridge shall be executed and maintained in all things at the expense of the Company and in such manner that the stability of the said bridge shall not be endangered or the traffic upon the Blackwall Railway in anywise impeded or interfered with and under the superintendence and to the satisfaction of the principal engineer for the time being of the Great Eastern Company who shall have access for the purposes of this section at all reasonable times to the works of the Company:

(3) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or of the maintenance thereof or otherwise the said railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Great Eastern Company for all costs to which that company may be put in repairing the said damage and shall also pay by way of liquidated damages to the Great Eastern Company ten pounds for every hour during which such traffic shall be impeded:

(4) The Company shall also indemnify the Great Eastern Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the said railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen:

(5) The Company shall bear and on demand pay to the Great Eastern Company the reasonable expense of the employment by them during the making or maintaining of the said works under or adjoining the railways in this section referred to or on the lands and works connected therewith of a sufficient number of inspectors signalmen or watchmen to be appointed by the Great Eastern Company for watching their railways and works and the conduct of the traffic thereon with reference to and during the execution and maintenance of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:

(6) If any difference shall arise between the respective engineers of the Company and the Great Eastern Company under any provision of this section such difference shall be determined unless otherwise agreed on by an engineer to be appointed on the application of either party by the President for the time being of the Institute of Civil Engineers and the costs of such arbitration shall be in the discretion of such engineer.

For protection of East London Waterworks Company.

18. For the protection of the East London Waterworks Company (herein-after called "the water company") the following provisions shall have effect:—

(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes or other works (herein-after called "apparatus") of the water company are situate the Company shall from time to time deliver to the water company plans and sections and a description showing the manner of executing the proposed works at least fourteen days before the commencement of any such work If it should appear to the water company that such works will interfere with or affect their apparatus they may require the Company to lower or otherwise alter the position of such apparatus or to support same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or

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other like substances and any difference as to the necessity of such requirements shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the water company and the reasonable costs charges and expenses of such superintendence and of watching and inspecting such works shall be paid by the Company And if the water company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the water company may by their own engineer or workmen execute such works so far as they interfere with or affect the apparatus of the water company and the Company shall on the completion thereof pay to the water company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction:

(2) In the event of such plans sections and descriptions so delivered to the water company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith:

(3) If any interruption in the supply of water by the water company shall without the written authority of the said Company be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to such water company for the use and benefit of such water company a sum not exceeding ten pounds for every hour during which such interruption shall continue such sum to be recovered by such water company against the Company in any court of competent jurisdiction:

(4) The expense of all repairs or renewals of any apparatus of the water company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company or any person in their employ by reason of any subsidence resulting from the works of the Company during the construction of the works or at any time thereafter shall be borne and paid by the Company and may be recovered by the water company against the Company in any court of competent jurisdiction:

(5) If the Company under the powers of this Act acquire and appropriate any houses or buildings served with water by the

apparatus of the water company in any street or place or stop up any such street or place so that the said apparatus or any part thereof become useless for supplying water the Company shall pay to the water company the cost to the water company of such water apparatus and their expenses in and about the laying down of the same in its then position and the same shall thereupon become the property of the Company and the Company shall pay to the water company their reasonable charges for removing any of their water apparatus in immediate communication therewith and which the works of the Company shall render useless :

(6) Any difference arising between the Company and water company under the foregoing provisions of this Act shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of such arbitration shall be borne and paid as the arbitrator shall direct.

Tolls &c.

19. The works by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the canal undertaking of the Company.

Power to apply funds.

20. The Company may apply for any of the purposes of this Act to which capital is properly applicable any moneys which by any former Act they are authorised to raise by shares stock debenture stock or borrowing in connexion with their canal undertaking and which are not by that Act made applicable to any special purpose or which being so made applicable are not required for such special purpose.

Power to raise additional capital.

21. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise in addition to their authorised canal capital any additional capital not exceeding in the whole two hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

New capital to be part of Company's canal capital.

22. The capital in new shares or stock so created shall form part of the canal capital of the Company.

Except as otherwise provided new

23. Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the

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shares or stock to be subject to the same incidents as other shares or stock.

new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing canal capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

Dividends on new shares or stock.

24. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the canal undertaking of the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Restriction as to votes in respect of preferential shares or stock.

25. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

Power to borrow.

26. The Company may in respect of the additional capital of two hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their canal undertaking any sum not exceeding in the whole sixty-six thousand six hundred and fifty pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one half of such portion of capital has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the

Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Extension of powers of Act of 1883 to moneys borrowed under this Act.

27. Sections 6 7 8 10 and 12 of the Act of 1883 shall extend and apply to any additional moneys which the Company may borrow under this Act on mortgage of their canal undertaking and to the Company in respect thereof as if those sections had been expressly enacted in this Act.

Priority of principal moneys secured by existing mortgages.

28. The principal moneys secured by all mortgages of the canal undertaking granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages of the canal undertaking granted by virtue of this Act.

Debenture stock.

29. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 7 of the Act of 1883 Notice of the effect of this enactment and of the enactments of section 7 of the Act of 1883 shall be endorsed on all mortgages and certificates of debenture stock granted or issued after the passing of this Act under the powers of this Act or of the Act of 1883.

Application of moneys.

30. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to purposes of this Act or for the general purposes of the Company's canal undertaking being in all cases purposes to which capital is properly applicable.

Costs of Act.

31. 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 SCHEDULE referred to in the foregoing Act.

Describing Lands Houses Buildings or Manufactories of which Portions only may be acquired by the Company.

Work &c.	Parish.	Nos. on deposited Plans.
Deepening canal Work C -	Saint Anne Limehouse -	34 38.
Alteration of canal Work E -	Saint Marylebone -	2 3 4.

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