CHAPTER cclxii.

An Act for incorporating the Regent's Canal City and Docks Railway Company; for the transfer to them of the undertaking of the Regent's Canal Company; for authorising the construction of railways from the Great Western Railway at Paddington to the City and to the Royal Albert Dock of the London and Saint Katharine Docks Company; and of street improvements and other works; and for other purposes. [18th August 1882.] A.D. 1882.

WHEREAS by the Regent's Canal Act 1812 (in this Act called "the Act of 1812") the Company of Proprietors of the Regent's Canal (in this Act called "the canal company") were incorporated for making and maintaining a navigable canal from the Grand Junction Canal in the parish of Paddington to the River Thames in the parish of Limehouse with a collateral cut in the parish of Saint Leonard Shoreditch in the county of Middlesex: 52 G. 3. c. cxcv.

And whereas the following Acts have also been passed with respect to the canal company (that is to say):—

The Regent's Canal Act 1813; 53 G. 3. c. xxxii.

The Regent's Canal Act 1816 (in this Act called "the Act of 1816"); 56 G. 3. c. lxxxv.

The Regent's Canal (Limehouse Basin) Act 1819 (in this Act called "the Act of 1819"); 59 G. 3. c. lxvi.

The Regent's Canal (Water) Act 1819; 59 G. 3. c. cxi.

The Regent's Canal Act 1821 (in this Act called "the Act of 1821"); 1 & 2 G. 4. c. xlili.

The Regent's Canal Act 1826; 7 G. 4. c. cxl.

The Regent's Canal (Reservoir) Act 1851; 14 & 15 Vict. c. xxxii.

The Regent's and Hertford Union Canals Act 1855; and 18 & 19 Vict. c. xcv.

The Regent's Canal (Limehouse Basin) Act 1865 (in this Act called "the Act of 1865"); 28 & 29 Vict. c. cccLxv.

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38 & 39 Vict. c. ccvi. 40 & 41 Vict. c. ccv.

The Regent's Canal and Dock Act 1875; and
The Regent's Canal and Dock (Abandonment) Act 1877;
(which Acts are herein-after collectively referred to as "the Canal Company's Acts") or some of them.

And whereas the canal company have been authorised to raise the following sums (that is to say):—

	£
By the Act of 1812—	
By shares - - - - -	300,000
By shares or mortgage - - - -	100,000
By the Act of 1816—	
By shares or half shares or mortgage - -	200,000
By the Act of 1819—	
By shares or mortgage - - - -	200,000
and	
By the Act of 1821—	
By shares or mortgage - - - -	200,000
	£1,000,000

And whereas prior to the Act of 1865 the canal company (as appears by the recitals in that Act) had raised the sum of 816,625*l.* and no more by shares and their mortgage debt was 109,550*l.* and no more:

And whereas by the Act of 1865 the canal company's powers under the said previous Acts for raising money by shares and by borrowing beyond the moneys then already raised by them were as to all future exercise thereof extinguished and the canal company were empowered to raise by the creation and issue of new shares or stock (ordinary or preferential or both) 180,000*l.* and to borrow in respect of their then capital on which 816,625*l.* had been paid up as aforesaid 250,000*l.* including therein their then mortgage debt of 109,550*l.* and in respect of their additional capital by that Act authorised 60,000*l.* and they were authorised to create and issue debenture stock:

And whereas the stock and borrowed capital of the canal company consisted on the 30th day of September 1880 of—

£900,450 consolidated ordinary stock representing an expenditure of capital raised by shares of 996,625*l.*;

£200,000 debenture stock bearing 4¼*l.* per centum interest; and

£60,685 debenture stock bearing 4*l.* per centum interest;

£260,685

and the canal company have power to borrow the sum of 49,315*l.* making with the said sum of 260,685*l.* the sum of 310,000*l.* authorised by the Act of 1865 to be borrowed: A.D. 1882.

And whereas the canal company and certain persons on behalf of the Company intended to be incorporated by this Act have entered into the agreement (herein-after referred to as "the scheduled canal agreement" a copy of which is set forth in the First Schedule to this Act) for the sale and transfer and purchase of the undertaking of the canal company and it is expedient that that agreement be confirmed and carried into effect and that those persons with others be incorporated for the purposes of this Act:

And whereas the construction of the railways by this Act authorised and in connexion therewith of the canal works street improvements and other works herein-after described would be of local and public advantage and it is expedient that the Company to be incorporated by this Act (in this Act called "the Company") be authorised to make and maintain those works:

And whereas by the Act passed in the session of Parliament held in the 21st and 22nd years of Her present Majesty to amend the laws relating to cheap trains it is enacted that when the distance travelled by any third-class passenger in any train referred to in the said Act as a cheap train "is a portion of a mile and does not "amount to one mile the fare for such portion of a mile may be "one penny or when such distance amounts to one mile or two or "more miles and a portion of another mile the fare or charge for "such portion of a mile if the same amounts to or exceeds one half "mile may be one halfpenny." And inasmuch as the distances travelled on the railways by this Act authorised will frequently be short and may often exceed one or two miles without the excess amounting to half a mile and several of the stations will be distant from each other a few chains short of half a mile it is just that the Company should be authorised to charge for fractions of a mile less than half a mile: 21 & 22 Vict. c. 75.

And whereas it is expedient that the Great Western Railway Company be authorised with the consent of the Company to make the railway or part of the Railway No. 1A by this Act authorised:

And whereas it is expedient that the Company on the one hand and the Great Western Railway Company be authorised to enter into and carry into effect agreements as herein-after provided:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be

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taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of Middlesex Essex and Kent and for the city of London and are herein-after respectively 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:—

PART I.

Preliminary Provisions.

Short title.

1. This Act may be cited as the Regent's Canal City and Docks Railway Act 1882.

Incorporation of Acts.
8 & 9 Vict. c. 16.
26 & 27 Vict. c. 118.
32 & 33 Vict. c. 48.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.
1 & 11 Vict. c. 27.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by 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 construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 and the Harbours Docks and Piers Clauses Act 1847 are (except where expressly varied by this Act) incorporated with and form part of this Act.

For the purposes of sections 7 to 10 (both inclusive) of the Railways Clauses Consolidation Act 1845 and of the provisions of that Act with respect to the temporary occupation of lands near the railway during the construction thereof the canal works and the street improvements by this Act authorised shall respectively be deemed to be railways within the meaning of the said provisions.

Interpretation.

3. In this Act unless there be something in the subject or context repugnant to such interpretation or construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings:

The word "directors" used in reference to the canal company means the members of the committee of management of that company;

The expression "the canal" means and includes the canals basins wharves and premises of the canal company forming the subject matter of the scheduled canal agreement and the works connected therewith respectively;

The expression "the railway" or "the railways" means the railways by this Act authorised and any of them and any part or parts thereof respectively;

The expression "the street improvements" means and includes the widenings of Central Street and the new streets by this Act respectively authorised;

The expression "the undertaking" means and includes the canal the railway the street improvements and the undertaking by this Act authorised;

The expression "the canal undertaking" means and includes both the canal as now existing and the canal as the works thereof will be altered under the provisions of this Act.

The expression "the general undertaking" means that part of the undertaking which is not included in the expression "the canal";

The expression "the metropolis" means the metropolis as defined by the Metropolis Management Act 1855 the expression "the Metropolitan Board" means the Metropolitan Board of Works. 18 & 19 Vict. c. 120.

And for the purposes of this Act 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.

Interpretation of term "parish clerk," &c.

4. The expressions "parish clerk" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes and places in respect of which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the respective parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

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PART II.

Incorporation of Company.

Company incorporated.

5. Sir George Henry Chambers, William Rushton Adamson, James Brand, James Staats Forbes, Albert George Sandeman, Charles Gassiot, William Hamilton Crake, Colonel Ben Hay Martindale, Henry William Carter, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of purchasing and acquiring the canal for making and maintaining the railways by this Act authorised and in connexion therewith the street improvements and other works by this Act authorised and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Regent's Canal City and Docks Railway 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.

PART III.

As to Sale and Transfer of the Canal Company's Undertaking.

Confirming scheduled canal agreement.

6. The scheduled canal agreement made between the canal company of the first part and Sir George Henry Chambers, William Rushton Adamson, James Brand, James Staats Forbes, Albert George Sandeman, Charles Gassiot, William Hamilton Crake, Colonel Ben Hay Martindale, Alexander Lang Elder and Henry William Carter of the second part is hereby confirmed and made binding according to the terms and conditions thereof upon the canal company and the Company respectively and (subject to the provisions of this Act and of the said agreement) full effect shall be given thereto accordingly as if the Company were parties thereto instead of the parties thereto of the second part and the same were under the seal of the Company.

Power to canal company to sell their undertaking to the Company.

7. In accordance with the terms and conditions of the scheduled canal agreement it shall be lawful for the canal company to sell and transfer to the Company and the Company are hereby empowered to purchase the undertaking of the canal company: Provided always that within three months from the date of the transfer the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance duly stamped in which the consideration for the sale to

the Company shall be fully set forth and in default of the deed being so produced the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of the transfer to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Defining undertaking of canal company.

8. The undertaking of the canal company for the purposes of this Act means and includes all canals basins lay-byes reservoirs weirs aqueducts locks bridges wharves buildings lands houses and other hereditaments of the canal company together with the waters water rights and other easements engines machinery and implements and all such other property whether real personal or mixed and all such estates interests profits à prendre rights powers privileges choses in action claims and demands of whatsoever kind as the canal company have at the time of the transfer or might thereafter become entitled to and whether connected with their own undertaking or the undertaking of any other company except as mentioned in the scheduled canal agreement.

Transfer to be subject to leases &c.

9. The undertaking shall be transferred subject to and the Company shall upon the transfer undertake and become liable for all debenture stock mortgages debentures leases contracts servitudes obligations debts and liabilities of the canal company as provided by the scheduled canal agreement and by this Act.

Receipt of the canal company and of two directors to be a good discharge for purchase money.

10. The receipt or acknowledgment by the canal company under their common seal and of two directors of the canal company under their hands of the whole of the purchase money or the balance thereof shall be a good and sufficient discharge to the Company for the same and the Company shall not be bound to see to the application of such money or unless as mentioned in the scheduled canal agreement be answerable or accountable for any loss misapplication or non-application thereof.

Application of purchase money.

11. The said purchase money or the balance thereof as the case may be shall be distributed by the directors of the canal company rateably amongst the several persons who on such transfer taking place shall be ordinary stockholders of the canal company and such money so distributed amongst the stockholders shall be received by them in full discharge of all claim or interest which they have as stockholders respectively in the canal company.

Purchase money when distributed to be subject to same trusts, &c. as

12. All moneys so distributed among the holders of stocks of the canal company shall be subject and liable to the same trusts powers provisions declarations agreements charges liens and incumbrances as immediately before the distribution affected such stocks

stock of canal company.

and so as to give effect to and not revoke any testamentary disposition of or affecting such stocks.

Canal company to be dissolved.

13. From and after such transfer the canal company shall continue to exist only as respects and for the purposes of the distribution of the purchase money and the winding up of its affairs and at the expiration of eighteen months from the transfer or if its affairs be sooner wound up then on such winding up the canal company shall be finally dissolved for all purposes.

Number of directors of canal company to be reduced.

14. From and after the transfer the directors of the canal company other than the chairman and deputy chairman shall cease to hold office and for all the purposes of or incidental to the distribution of the purchase money and the winding up of the affairs of the canal company the chairman and deputy chairman thereof shall have and exercise all powers which could be exercised under this Act by the directors or committee of management thereof if this section had not been enacted: And for all purposes the chairman and deputy chairman shall continue in office without re-election until the final completion of the dissolution of the canal company and of the winding up of its affairs and distribution of purchase money: Provided that upon motion or petition in a summary manner by such chairman or deputy chairman or by any stockholder of the canal company a judge of the High Court of Justice if satisfied that it is necessary or expedient that one or more directors should be appointed in addition to the chairman and deputy chairman or in order to make provision for any case of death or refusal or incapacity to act may from time to time appoint one or more of the existing directors or shareholders of the canal company to be a director or directors for the purposes of this Act in addition or substitution as herein mentioned: All expenses incurred by the canal company or the directors of or incident to the distribution of the purchase money and the winding up of the affairs of the canal company may and shall be paid by the directors out of the reserve fund of the canal company and reserved to that company by the scheduled canal agreement or in case that fund is insufficient then the deficiency shall be paid out of such of the other funds so reserved as the High Court of Justice or a judge thereof on motion or petition in a summary manner may direct.

Cases in which undistributed assets may be paid into court.

15. If at the expiration of nine months after the transfer any part of the purchase money remains undistributed or any dividends belonging to stockholders of the canal company remain unpaid for any of the following reasons the directors of the canal company

shall forthwith pay the same into the Chancery Division of the High Court of Justice that is to say if any part of such purchase money remains undistributed or any such dividends remain unpaid :— A.D. 1882.

Firstly. By reason of the same not having been claimed by any person entitled thereto ;

Secondly. By reason of any person claiming the same not having shown to the satisfaction of the directors a sufficient title thereto :

Thirdly. By reason of the person claiming the same being under any disability or incapacity and no person competent to give an effectual receipt for the same having claimed the same on behalf of such person.

Notice of transfer &c. to be published.

16. Notice of the transfer and of the arrangements made for the distribution of the purchase money shall from time to time during the said nine months be published by the canal company in such manner as they think fit and the expense of the publication shall be paid as part of the expenses of winding up the affairs of the canal company.

Payment into Court of undistributed assets.

17. All moneys to be from time to time paid into the Chancery Division of the High Court of Justice under this Act may and shall be paid into the Court according to the provisions of the Act of the session of the tenth and eleventh years of Her present Majesty chapter ninety-six or any other Act from time to time in force for the relief of trustees but shall be paid to an account ex parte the Regent's Canal City and Docks Railway Company. The directors of the canal company may deduct out of every sum of money which they shall pay into Court under the directions of this Act all such costs charges and expenses as they shall incur in relation to such payment and any applications to the Court for that purpose. Upon such moneys being so paid into Court the Company shall be substituted for the canal company as trustees and otherwise in respect thereof and the Court may order all such costs as shall be incurred by the Company in appearing upon any application to the Court by any person claiming the moneys which under the provisions of this Act are paid into Court to be paid to them out of such moneys. Any affidavit for the purposes of the said Acts may be made by the secretary either of the canal company or of the Company and such affidavit shall be received by the said Court.

Executors &c. empowered to give receipts.

18. It shall be lawful for all trustees executors administrators guardians and all committees of the estates of idiots or lunatics in whose respective names any stock of the canal company is or shall

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be standing to give effectual and conclusive receipts for the money which may under the provisions herein-before contained be allotted to them and every such receipt shall be a sufficient discharge to the canal company and shall release them and the directors and officers thereof from all obligation in respect of the money for or in respect of which such receipt shall be given and in respect of the application thereof.

Acts relating to canal company to apply to Company.

19. From the time of the transfer the Canal Company's Acts and all other Acts relating to or affecting the canal company or their undertaking or any part thereof in force at the time of the transfer shall except so far as they are by this Act expressed to be varied or repealed remain in full force and all rights and powers thereby conferred on and vested in the canal company in relation to their undertaking whether alone or jointly with any other company or person (including the canal company's power to raise money on mortgage and by the creation and issue of debenture stock) may be enjoyed and exercised by the Company in relation to the undertaking of the canal company and all matters to be done continued or completed or which but for the transfer would might or could be done continued or completed by the canal company or their directors officers or servants under or by virtue of those Acts or any of them shall or may be done continued or completed by the Company and their directors officers and servants as the case may be and every such Act so far as it relates to or affects the canal company or their undertaking shall be read and construed as if the name of the Company had been used therein in relation to that undertaking instead of the name of the canal company.

Conveyances &c. to remain.

20. Notwithstanding the transfer and the dissolution of the canal company all conveyances leases deeds appointments contracts and agreements made or entered into before the transfer to with in favour of or by for or on behalf of the canal company or any person on their behalf shall (subject to the provisions of this Act and the provisions and conditions of the scheduled canal agreement) be and remain as good valid and effectual in favour of against and with reference to the Company and may subject as aforesaid be proceeded on and enforced in the same manner to all intents and purposes as if the Company instead of the canal company or such person had been party to and executed the same or had been named or referred to therein.

Actions &c. not to abate.

21. Notwithstanding the transfer or dissolution any action suit prosecution or other proceeding whatsoever commenced either by or

against the canal company either solely or jointly with any other company or with any person before the transfer and then pending shall not abate or be discontinued or prejudicially affected by this Act or by the transfer or dissolution but on the contrary shall continue and take effect both in favour of and against the Company in the same manner to all intents and purposes as if this Act had not been passed the same would continue and take effect in favour of and against the canal company and the name of the Company may be substituted for the name of the canal company as party to such action suit prosecution or other proceeding and after any such substitution shall be used in such action suit prosecution or other proceeding in like manner as if the Company instead of the canal company had originally been party thereto.

Debts due to and by the canal company to be paid &c.

22. From the time of the transfer the Company shall be liable to all rights and causes of action claims and demands whatsoever at law or in equity to which the canal company were or would have been liable if this Act had not passed and to which in accordance with the terms of the scheduled canal agreement the Company are to be liable and all persons who immediately before the transfer owe any money to the canal company or to any person on their behalf shall pay the same with all interest (if any) due or to accrue due for the same to the Company and all debts and moneys which immediately before the transfer are due or owing by or recoverable from the canal company or for the payment whereof the canal company are or but for this Act would be liable shall be paid with all interest (if any) due or to accrue due thereon by or be recoverable from the Company.

Saving submissions and awards.

23. No submission to arbitration of any matter in dispute between the canal company and any other company or any person under which any reference is pending and incomplete at the time of the transfer and no award theretofore made and then remaining in force shall be revoked or prejudicially affected by anything in this Act contained but every such submission and award shall (unless it relates to some claim demand or matter for which in accordance with the scheduled canal agreement the canal company are notwithstanding the transfer to continue liable) be as valid and effectual for or against the Company as it would have been for or against the canal company.

Contracts for land to be executed.

24. Where the canal company has under any special Act entered into any contract for the purchase of or taken or used any lands which at the time of the transfer have not been effectually conveyed to them or the purchase money in respect of which has not been

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duly paid by them then and in every such case the contract if in force at the time of the transfer shall thereafter be completed by and such lands shall be conveyed to the Company or as the Company directs and the purchase money shall be paid and applied pursuant to the special Acts relating to the canal company and those Acts shall in relation to the completion of the contract and the purchase and conveyance of the lands and the payment and application of the purchase money in respect thereof be read and construed as if the Company were the Company named in the Act and contract.

Application of money paid into Bank or to trustees.

25. Where any money has before the transfer been paid by the canal company or is thereafter paid by the canal company or by the Company under any special Act relating to the canal company or under this Act into the Bank of England or to any trustee or trustees on account of the purchase of any lands or any interest therein or for any compensation or satisfaction or on any other account such money or the stocks funds or securities in or upon which the same then is or thereafter may be invested by order of any court or otherwise and the interest dividends and annual produce thereof shall be applied and disposed of pursuant to such special Act or this Act and that and every other Act shall in relation to such money stocks funds or securities or the interest dividends or annual produce thereof be read and construed as if the Company were the Company therein named with reference to the same money stocks funds securities interest dividends or annual produce.

Officers of canal company to be accountable for books &c.

26. All officers and persons who at the time of the transfer have in their possession or under their control any books documents papers or effects belonging to the canal company or to which that company would but for the transfer have been entitled shall at the time and under the conditions prescribed by the canal agreement be liable to account for and deliver up the same to the Company or to such persons as the Company may appoint to receive the same in the same manner and subject to the same consequences on refusal or neglect as if such officers and persons had been appointed by and become possessed of such books documents papers or effects for the Company: Provided that nothing herein shall prejudice any right or lien of the solicitors of the canal company in respect of any books documents letters or papers in their possession or to the possession of which they are entitled.

Books &c. to be evidence.

27. All books and documents which would have been evidence in respect of any matter for or against the canal company shall be admitted as evidence in respect of the same or the like matter for or against the Company.

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Resolutions of canal company to remain in force.

28. All resolutions of any general meeting or board of directors of the canal company or of any duly constituted and authorised committee thereof so far as the same are applicable and remain in force shall notwithstanding the transfer continue to be operative and shall apply to the Company and to the directors officers and servants of the Company until duly revoked or altered by the Company or under their authority.

Byelaws to remain in force.

29. All the byelaws rules and regulations of the canal company relating to the management use or control of their undertaking shall notwithstanding the transfer continue to be in force and applicable to and in respect of the undertaking of the canal company and shall and may be enforced by and available to the Company in their own name as well for the recovery of penalties as for all other purposes as if the same respectively had been originally made by the Company until the expiration of twelve months after the time of transfer or until other byelaws rules and regulations are duly made by the Company in their stead whichever first happens: Provided always that no byelaw rule or regulation made by the canal company or the Company after the passing of this Act shall be in force on or applicable to the canal until the same shall have been approved by the Board of Trade.

General saving of rights under recited Acts.

30. Notwithstanding the transfer aforesaid and except only as is by this Act otherwise expressly provided everything before the transfer done suffered and confirmed respectively under or by virtue of the said recited Acts shall be as valid as if the transfer had not been made and as if this Act had not been passed and the transfer and this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed respectively and to all rights liabilities claims and demands both present and future which if the transfer had not happened and this Act had not been passed would be incident to or consequent on any and everything so done suffered and confirmed respectively and with respect to everything so done suffered or confirmed and to all such rights liabilities claims and demands the Company shall be substituted for and represent the canal company except as in this Act or in the scheduled canal agreement expressly excepted: Provided always that the generality of this provision shall not be restricted by any other of the clauses and provisions of this Act.

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PART IV.

Power to make New Works.

Power to make works.

31. Subject to the provisions of this Act and of the agreement a copy of which is set forth in the Seventh Schedule to this Act (which agreement is herein-after referred to as "the scheduled Crown agreement") the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections so far as such lines and levels are shown thereon the works herein-after described (but as regards the canal works herein described only after the date of transfer to the Company of the undertaking of the canal company) and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The works hereinbefore referred to and authorised by this Act are—

I.—Railways.

(1) A Railway (No. 1) 1 mile 7 furlongs and 2.13 chains or thereabouts in length commencing in the parish of Saint Mary Paddington in the county of Middlesex at or near the south-eastern angle of Westbourne Terrace Road at its junction with Blomfield Crescent and terminating in the parish of Saint Pancras in the county of Middlesex at or near the northern boundary fence of the gardens of the Zoological Society of London in the Albert Road Regent's Park;

(1A) A Railway (No. 1A) 2 furlongs and 7.69 chains or thereabouts in length wholly in the parish of Saint Mary Paddington aforesaid commencing by a junction with the goods lines of the Great Western Railway and terminating by a junction with the Railway No. 1 by this Act authorised at its point of commencement as above described;

(2) A Railway (No. 2) 1 mile 6 furlongs and 1.21 chains or thereabouts in length commencing in the parish of Saint Pancras in the county of Middlesex by a junction with the Railway No. 1 by this Act authorised at its termination as above described and terminating in the parish of Saint Mary Islington in the same county at a point 128 yards or thereabouts measured in a westerly direction from the western face of the bridge carrying Caledonian Road over the Regent's Canal;

(3) A Railway (No. 3) 7 miles 5 furlongs and 7.42 chains or thereabouts in length commencing in the parish of Saint Mary Islington in the county of Middlesex by a junction with

Railway No. 2 by this Act authorised at its termination as above described and terminating in the township of Plaistow in the parish of West Ham in the county of Essex at a point 98 yards or thereabouts measured in a north-westerly direction from the north-east corner of the "Prince of Wales" public-house situate in Regent's Lane;

(3A) A Railway (No. 3A) 7 furlongs and 8.91 chains or thereabouts in length commencing in the parish of Saint Pancras in the county of Middlesex by a junction with the goods lines of the Midland Railway Company and terminating in the parish of Saint Mary Islington in the same county at a point 2 yards or thereabouts eastward from the eastern side of the street known as Bath Place;

(3B) A Railway (No. 3B) 2 furlongs and 9.63 chains or thereabouts in length wholly in the parishes of Saint Mary Islington and Saint Pancras in the county of Middlesex or one of them commencing in the parish of Saint Mary Islington by a junction with the Railway No. 3 by this Act authorised at its commencement as above described forming also in its course a junction with the Railway No. 3A by this Act authorised at its termination as above described and terminating in the said parish of Saint Mary Islington at a point immediately in line with the northern face of the Maiden Lane tunnel of the Great Northern Railway;

(3C) A Railway (No. 3C) 1 furlong and 9.30 chains or thereabouts in length wholly in the parish of Saint Mary Islington aforesaid commencing by a junction with the Railway No. 3B by this Act authorised at its termination as above described and terminating by a junction with the Great Northern Railway;

(3D) A Railway (No. 3D) 5 furlongs and 6.82 chains or thereabouts in length wholly in the parish of Saint Mary Islington aforesaid commencing by a junction with the Railway No. 3B by this Act authorised at its termination as above described and terminating by a junction with the passenger lines of the Great Northern Railway;

(3E) A Railway (No. 3E) 3.85 chains or thereabouts in length wholly in the parish of Saint Mary Islington aforesaid commencing by a junction with the Railway No. 2 by this Act authorised at its termination as above described and with the Railway No. 3B by this Act authorised at its commencement as above described and terminating at a point about 12 yards northward from the towing-path of the Regent's Canal by a junction with the Railway No. 6 by this Act authorised;

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(4) So much of Railway (No. 4) being 3 furlongs and 4.25 chains or thereabouts in length and wholly in the township of Plaistow in the parish of West Ham in the county of Essex as lies between the termination as above described of Railway No. 3 by this Act authorised and a point on the fence of the London and Saint Katharine Docks Company 185 feet or thereabouts eastward of the east side of the level crossing of the Connaught Road of the Beckton Railway;

(5) So much of Railway No. 5 being 1 furlong and 0.30 chains or thereabouts in length and wholly in the township of Plaistow in the parish of West Ham in the county of Essex as lies between the termination as above described of Railway No. 3 by this Act authorised and a point on the fence of the London and Saint Katharine Docks Company 120 feet or thereabouts westward of the north-west angle of the London and Saint Katharine Docks Company's engine house.

(6) A Railway (No. 6) 1 mile 6 furlongs and 1.42 chains or thereabouts in length commencing in the parish of Saint Mary Islington aforesaid by a junction with the Railways Nos. 3A and 3B by this Act authorised at the point of termination of the said Railway No. 3A as above described and terminating in the parish of Saint Giles Without Cripplegate in the city of London at the northern side of the public road known as Barbican at a point 26 yards or thereabouts measured in a westerly direction from the south-west corner of Golden Lane;

Provided always that nothing in this Act contained shall be deemed to authorise the Company to make or maintain any part of Railway No. 3 by this Act authorised where it will be contiguous to the northern outfall sewer of the Metropolitan Board otherwise than in accordance with the special provisions in that behalf herein-after contained:

Provided also that the Company shall not open for public traffic the Railway No. 3 hereby authorised until they shall have constructed and opened for traffic the said Railway No. 6 and have also constructed and opened for traffic the Railway No. 3B if the Great Northern Railway Company shall so in writing require the same and shall themselves have constructed the Railways Nos. 3C and 3D or one of them or some other convenient and sufficient junction with Railway No. 3B:

Great Northern Company may themselves con-

Provided further that if the Great Northern Railway Company shall within fifteen months after the passing of this Act intimate to the Company their desire to construct and maintain separately the Railways Nos. 3C and 3D herein-before described or some other

convenient and sufficient junction with Railway No. 3B and shall in the session of Parliament to be held in the year one thousand eight hundred and eighty-three have obtained such powers as may be requisite for that purpose the Great Northern Railway Company may so construct and maintain the same without any control or interference on the part of the Company and the powers of the Company with respect to the Railways Nos. 3C and 3D shall in that event cease and the Company shall afford all necessary facilities for the junction of the said Railways Nos. 3C and 3D or of either of them or of such other convenient and sufficient junction with the Railway No. 3B.

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struct Railways 3C and 3D.

II.—Canal Works.

(A) The narrowing of the Grand Junction Canal and the variation and alteration of the banks towing-path waterway and works of the Regent's Canal from a point 132 yards or thereabouts measured in a south-westerly direction from the western face of Warwick Road Bridge over the Regent's Canal to the western face of the Maida Hill Tunnel of the Regent's Canal;

(B to F) Variations and alterations of the banks towing-path waterway and works of the Regent's Canal between the several points herein-after particularly described (that is to say):—

(B) From the eastern face of the Maida Hill Tunnel to a point 136 yards or thereabouts measured in a westerly direction from the western face of the footbridge over the Regent's Canal belonging to the Zoological Society of London;

(C) From a point 26 yards or thereabouts measured in an easterly direction from the eastern face of College Street Bridge to a point 33 yards or thereabouts measured in a south-easterly direction from the eastern face of the bridge carrying the main lines of the Midland Railway over the Regent's Canal;

(D) From the eastern face of the Islington tunnel of the Regent's Canal to a point 74 yards or thereabouts measured in a westerly direction from the western face of Kingsland Road Bridge;

(E) From a point 21 yards or thereabouts measured in a westerly direction from the western face of the Haggerstone Bridge to a point 70 yards or thereabouts measured in a south-easterly direction from the east face of Cat and Mutton Bridge;

(F) From a point 28 yards or thereabouts measured in an easterly direction from the eastern side of the entrance to the canal basin which is on the eastern side of Mare Street Hackney to a point 6 yards or thereabouts measured in a north-westerly

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direction from the pier head at the north end of Old Ford Locks;

(G) A variation of the Hertford Union Canal of the canal company from a point 124 yards or thereabouts measured in a south-westerly direction from the western face of Grove Road Bridge to a point 255 yards or thereabouts measured in a north-easterly direction from Three Colt Bridge;

(H) The stopping up of the existing entrance to the Kingsland Basin and the making and maintaining in substitution therefor of a new lock entrance and means of communication from the Regent's Canal to the basin commencing at a point about 60 yards westward from the centre of the existing entrance to the Kingsland Basin and terminating on the western side of the said basin at a point about 1 chain north of the towing-path of the Regent's Canal:

The works (A) to (H) herein-before described are herein-after referred to in this Act as "the canal works";

(I) In connexion with and for the purposes of the canal works above described the altering varying and if need be reconstruction of all or any of the bridges and works over under or upon the Regent's Canal and the Hertford Union Canal respectively which it may be found necessary to alter vary and reconstruct but so as not to alter permanently the lines and levels of any roads carried over such bridges respectively except as regards the bridge in the parish of Saint Leonard Shoreditch aforesaid carrying the Kingsland Road over the Regent's Canal the level of which road will be altered for the purposes of the Railway (No. 3) by this Act authorised;

Provided always that in executing any of the canal works herein-before described under the letters (A) to (G) the Company shall construct and shall for ever thereafter maintain retaining walls on each side of the Regent's Canal in manner shown on the deposited sections for the whole length of the widening or narrowing as the case may be of that canal and the Company shall simultaneously with the execution of the said canal works make and thereafter maintain the waterway of the Regent's Canal between such retaining walls of at least six feet in depth for a width of at least forty feet from the north wall at every part below the weir level of the adjoining waterway of the canal and shall also provide and for ever thereafter maintain free of toll or charge places for the swinging of loaded barges at the several points shown on a plan signed in

duplicate by Sir Joseph Bailey Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was in its progress through Parliament referred and the copies whereof have been deposited in the Private Bill Office of that Honourable House and in the office of the Clerk of the Parliaments. A.D. 1882.

III.—Street Improvements.

(A) A widening in the parish of Saint Luke in the county of Middlesex of Central Street on its eastern side throughout the entire length of that street; and

(B) The following new streets:—

1. A new street commencing in the parish of Saint Luke in the county of Middlesex at or near the junction of Domingo Street and Baltic Street and terminating in the parish of Saint Giles Without Cripplegate in the City of London at a point in Princes Street about 41 yards north of its junction with the street known as Barbican;
2. A new street wholly in the said parish of Saint Luke commencing in Crown Court at a point about 23 yards south of its junction with French Alley and terminating on the western side of Golden Lane at a point about 54 yards south of Hatfield Street at its junction with Golden Lane;
3. A new street partly in the parish of Saint Luke aforesaid and partly in the parish of Saint Giles Without Cripplegate aforesaid commencing at or near the north-western corner of the westernmost house on the north side of Bridgewater Court and terminating on the western side of Golden Lane opposite or nearly opposite Playhouse Yard; and
4. A new street in the parish of Saint Luke aforesaid commencing in Great Arthur Street at a point about 18 yards west of Bell Place and terminating in the intended new street above described under the number (3) at a point about 24 yards south of the junction of Bell Alley and Bell Place;

The works (A) and (B) above described are herein-after referred to as and respectively included in the expression "the new streets."

As to crossing over roads &c. in West Ham.

32. Anything contained in this Act or in any Act incorporated herewith to the contrary notwithstanding each of the arches carrying any railway by this Act authorised over the under-mentioned roads streets and ways in the said parish of West Ham shall have a headway of sixteen feet at the least and be constructed of the

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dimension and in the manner herein-after indicated that is to say:—

Road Street or Way.	Dimension and Construction of Arch. All Spans to be measured at right angles to the course of the Roadway to be crossed.
Marsh Gate Lane - -	32 feet span.
High Street Stratford -	Span to be of the same width as existing roadway measured between the fences.
Abbey Mill Lane - -	40 feet span.
Manor Road - - -	50 feet span.
Cemetery or Upper Road Plaistow.	Span to be of the same width as existing roadway measured between the fences.
Balaam Street - -	40 feet span.
Barking Road - -	Span to be of the same width as existing roadway measured between the fences.
Saint Andrew's Road - -	40 feet span.
Becton Road - - -	Span between abutments to be not less than the entire width of the existing roadway and the footpaths on either side thereof.
Gregory Road - -	40 feet span.
Lilliput Road - -	Width of span to be within 2 feet of the width of the existing roadway measured between the fences.
Prince Regent's Lane otherwise Regent's Lane.	40 feet span.

No part of the railway or of the viaduct or embankment carrying any such railway shall be placed within 20 feet of the centre of the roadway of Prince Regent's Lane otherwise Regent's Lane or of Connaught Road both in the said parish of West Ham: Provided always that the West Ham Local Board and the Company may agree for any alteration or variation in the works in this section provided for or in the manner in which the same shall be executed: And provided further that except as is by this Act expressly provided this Act or anything herein contained shall not take away diminish alter or prejudice any of the property rights or powers of the London and Saint Katharine Docks Company.

For protection of sewers of West Ham Local Board.

33. Wherever any railway viaduct or other work by this Act authorised shall cross any sewer vested in or subject to the supervision or control of the West Ham Local Board every such railway viaduct or work over such sewer and to a reasonable extent on either side thereof shall be constructed and maintained by the Company at their own cost in a manner and of materials satisfac-

tory to the surveyor to the said West Ham Local Board for the time being. A.D. 1882.

Company liable to make good to West Ham Local Board damages &c.

34. The Company shall be liable to pay and shall pay to the said West Ham Local Board any damages penalties costs charges or expenses which the said West Ham Local Board may become liable to pay or shall have paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during or after the construction or in effecting the maintenance alteration or repairing of such works) or in or by the enjoyment or user thereof and all moneys paid by the said West Ham Local Board on account of any such damages penalties costs charges or expenses shall be repaid to the said West Ham Local Board by the Company on demand and in default thereof may be recovered by the said West Ham Local Board from the Company as any simple contract debt of like amount.

Differences with West Ham Local Board to be referred to an engineer.

35. If any difference shall arise between the Company and the said West Ham Local Board or between the Company and the surveyor for the time being to the said West Ham Local Board touching the construction and maintenance of the works under the foregoing provisions of this Act or any of them the same shall be from time to time referred to and determined by an engineer to be agreed upon by the Company and the said West Ham Local Board or failing agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the decision of the engineer shall be final and binding on the parties and be carried into effect by the Company and the costs of the reference shall be in the discretion of the said engineer.

Power to stop up certain streets &c.

36. Subject to the provisions of this Act the Company for the purposes of or in connexion with the works by this Act authorised or any of them or any part or parts thereof respectively may stop up and discontinue for public use the following streets roads and places (that is to say) Blomfield Mews and Maida Hill West in the parish of Saint Mary Paddington Bath Place London Street Buckingham Street and Thornhill Bridge Place in the parish of Saint Mary Islington King's Row Wiltshire Row and Dunston Road in the parish of Saint Leonard Shoreditch Andrew's Road in the parish of Saint John at Hackney so far as the said Andrew's Road is shown on the deposited plans as intended to be stopped up and the roadway over Three Colt Bridge and Wendon Street in the parish of Saint Mary Stratford Bow and also the following streets courts and foot-

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ways respectively which abut upon or are adjacent to Golden Lane (that is to say):—British Oak Passage a new street (unnamed) leading from Hatfield Street to Golden Lane French Alley Green Arbour Court Crown Court Bell Place Bell Alley Turk's Head Court Osman's Place Great Arthur Street Little Arthur Street Hot Water Court and Fann Street all in the parish of Saint Luke in the county of Middlesex and Fann Street Bridgewater Court Brackley Street and Charles Street all in the parish of Saint Giles Without Cripplegate in the City of London and such other streets roads and footways or parts of streets roads and footways as the case may be which are shown on the deposited plans as intended to be stopped up and may appropriate and use for the purposes of their undertaking the sites and soils of all or any of the said streets courts and passages respectively which may be so stopped up and discontinued so far as the same are bounded on both sides by lands of the Company and upon the stopping up or discontinuance thereof respectively the sites and soils of those streets courts and passages respectively or such parts thereof as may not be thrown into and become part of the new streets are by this Act vested in the Company freed and discharged from all public and private rights over or affecting the same: Provided that a footway shall be constructed in Dunston Road as shown on the deposited plans of a width of not less than twelve feet and such footway shall be drained and flagged to the reasonable satisfaction of the vestry of the parish or their surveyor and that a thoroughfare shall be constructed as shown on the deposited plans from Clarissa Street to Garden Place of a width of not less than twenty feet: Provided nevertheless that Brackley Street Fann Street Charles Street Great Arthur Street and Turk's Head Court shall not be stopped up discontinued for public use or interfered with in whole or in part nor shall the site or soil thereof or of any part thereof be appropriated or used or become vested as aforesaid until the new streets Nos. 1 2 3 and 4 on the deposited plans have been formed and devoted to the use of the public and the communications therewith herein-after mentioned have been made and until the Company have acquired all the property abutting upon both sides of the whole of such portions thereof as are within the limits of deviation shown on the said deposited plans between the intended new street No. 1 and Golden Lane: And provided also that all streets roads places courts footways alleys passages and courts on the west side of the new street No. 1 which now form part of or communicate with any portion of the streets to be stopped up discontinued or interfered with as aforesaid or such parts thereof respectively as are outside the limits of deviation shall be made to

communicate directly and throughout their whole breadth into and have a full public means of access of at least equal breadth throughout to the new streets.

Company not to stop up Graham Street between certain hours.

37. Notwithstanding anything in this Act contained the Company shall between the hours of six in the morning and nine in the evening during the construction of the works by this Act authorised or any of them or any part of them or any part or parts thereof respectively provide good and sufficient means of access for carts and other vehicles to and from the premises belonging to Messieurs Carlisle and Clegg situate in the street or road known as Graham Street in the parishes of Saint Mary Islington and Saint Luke in the county of Middlesex.

Width of waterway.

38. The Company shall at all times after the completion of the canal works by this Act authorised maintain the navigable waterway of the Regent's Canal where altered by those works (except as regards the waterway under any bridge over the canal which waterway shall be maintained of not less width than the existing width in each case) of the width of forty feet and opposite to any lay-bye now existing on the canal of the width of fifty feet including the waterway of such lay-bye and wherever the existing waterway of the canal is not altered by the said canal works the Company shall for ever maintain the existing width of such waterway: Provided further that subject to the power of lateral deviation to the extent of three feet herein-after provided the Company shall not diminish the width of the navigable waterway as shown on the deposited plans.

Canal to be kept open and navigable.

39. Except as herein-after provided the Company shall at all times hereafter keep and maintain the canal and all the reservoirs works basins docks quays slips landing-places towing-paths and conveniences thereto belonging thoroughly repaired and dredged and in good working condition and provide a sufficient towing-path and shall preserve the supplies of water to the same and shall at all times keep the whole of the canal and all basins docks works and conveniences thereto belonging or connected therewith open and navigable during the whole twenty-four hours of each day (but not on Sundays except as to so much of the undertaking as lies to the south of the Commercial Road Lock) for the use of all companies and persons entitled to use and navigate the same without any avoidable hindrance interruption or delay.

For keeping navigation open during times of frost.

40. The Company shall take all reasonable precautions against the navigation of the canal being stopped or impeded by ice and for keeping the navigation open during time of frost and if they neglect

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so to do the Company of Proprietors of the Grand Junction Canal may provide and employ all such apparatus and labour and may for that purpose enter upon the Regent's Canal and do by their officers servants and contractors all necessary operations for keeping the navigation thereof open.

Periods during which canal may be closed and penalty if closed otherwise.

41. If in the execution of any of the works by this Act authorised it be found necessary to close or interrupt the free navigation of the canal no part thereof shall be closed nor shall the free navigation thereof be interrupted either during the construction of the works or at any subsequent times for the purpose of cleansing or repairs for a longer period than ten days at any one time nor shall any such closing or interruption occur oftener than twice in any one year one of such periods to be within the fortnight immediately following Whit Sunday in each year and a period of three months at the least shall intervene between every such closing or interruption and in each case the Company shall give not less than fourteen days previous notice to all parties interested of their intention to close or to interrupt the free navigation of the canal by exhibiting placards along the towing-path of the canal throughout its entire length at intervals of not more than five hundred yards specifying the day on which such closing or interruption will commence and the period during which it will continue (which placards the Company are notwithstanding anything in this Act contained to the contrary authorised to exhibit) and shall also give not less than fourteen days previous notice in writing of such their intention to every canal company (which expression in this section shall be deemed to include the Lee Conservancy Board) whose canal or navigation has continuous water communication with the Regent's Canal. And if at any time by reason or in consequence of any works operations or proceedings of the Company their contractors or workmen any part of the canal shall be closed or the free navigation thereof interrupted without such previous notice or for a longer period than ten days at any one time or at any time other than the times by this section authorised then and in every such case the Company shall be liable to a penalty not exceeding the sum of twenty pounds for the first forty-eight hours and the sum of forty pounds for each subsequent period of forty-eight hours during which such unauthorised closing or interruption shall continue and every such penalty may be recovered and shall be applicable in manner provided by the Companies Clauses Consolidation Act 1845 with respect to penalties under that Act: Provided always that nothing herein contained shall prevent any canal company wharfinger carrier or trader or the owner or occupier of any wharf abutting

upon the canal or upon the Kingsland Basin from recovering any special damage that may be sustained by them or him by reason or in consequence of any such unauthorised closing or interruption or of any obstruction of the traffic between the Kingsland Basin and the canal or of any other acts neglects or defaults of the Company: Provided always that notwithstanding anything in this Act the Company for the purpose of constructing the works by this Act authorised may for distances of two hundred yards with intervals of not less than one mile reduce the width of the navigable waterway of the canal to seventeen feet for such period as may be reasonably necessary for the construction of the works a sufficient towing-path or means of towing vessels being at all times first provided by the Company and they shall in such reduced width maintain or provide and maintain a waterway of not less than five feet in depth but no vessel shall be allowed to be moored in such reduced waterway so as to cause obstruction to the passage of other vessels along the canal.

Compensation for escape of water from the Paddington long level.

42. If in the execution of any of the works by this Act authorised or the future repair thereof or by reason of or in consequence of the failure or want of repair thereof or of any act neglect or omission of the Company or their agents contractors servants or workmen any leakage or escape of water from the Paddington long level west of the present gauging stop lock of the Regent's Canal near Warwick Road shall at any time hereafter occur when the water is below the gauge mark of the said level the Company shall pay to the Company of Proprietors of the Grand Junction Canal the sum of twenty-eight shillings as and for liquidated damages for every reasonably estimated nine thousand cubic feet of water which shall have so leaked or escaped and in the same proportion for any greater or less quantity and the said company of proprietors may sue for and recover such liquidated damages with full costs of suit in any court of competent jurisdiction.

For protection of the Grand Junction Canal Company.

43. The following provisions shall unless otherwise agreed between the Company and the Company of Proprietors of the Grand Junction Canal (in this Act called "the Grand Junction Canal Company") apply for the protection of the Grand Junction Canal Company:—

(A) In carrying Railway No. 1 under the Grand Junction Canal or in executing any of the works by this Act authorised the Company shall not (except as shown on the deposited plans) alter the line or level of the Grand Junction Canal or the towing-path thereof or (except as herein-after mentioned) contract the width of the waterway or towing-path of the said

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canal or obstruct or impede the navigation thereof or the passage along the towing-path of the same or intercept cut off take use or diminish or allow to escape any of the waters of or in the Paddington long level of the Grand Junction Canal and the Regent's Canal west of the stop-lock by this Act required to be constructed near Warwick Road or damage or interfere with any of the works of the Grand Junction Canal;

(B) The Company shall not purchase or take any land or property belonging to the Grand Junction Canal Company but shall only acquire such an easement therein as may be necessary for the purpose of the construction maintenance and use of the works by this Act authorised;

(C) Railway No. 1 shall be carried under the Grand Junction Canal by means of a covered way to be so constructed as permanently to secure the safety of the said canal and the water therein and the Company shall make the said canal over the covered way of a depth at the least of six feet of water throughout and shall construct waterway walls on each side of the canal as shown on the deposited sections. The highest part of the structure or works of the covered way shall not be less than seven feet below the weir level of the Paddington long level and the Company shall at all times during the construction of such covered way and works connected therewith maintain a navigable width of waterway in the Grand Junction Canal of not less than thirty-two feet with five feet depth of water throughout and with six feet width of towing-path without any obstruction between the said waterway and towing-path;

(D) The said covered way and the canal works authorised by this Act where affecting the Paddington long level and the works connected therewith respectively shall be constructed and for ever thereafter maintained in good substantial repair by and at the expense of the Company and both as regards those works and as regards any temporary works except in cases of emergency according to plans and specifications to be submitted previously to the commencement of such works and repairs for the approval of the engineer for the time being of the Grand Junction Canal who shall approve or disallow the same within the space of one month or otherwise the said plans and specifications shall be deemed to be approved and such works and repairs as aforesaid shall be carried on and completed under the superintendence and to the reasonable satisfaction of such engineer. In the event of the Company at any time

neglecting to maintain or repair any of the before-mentioned works the Grand Junction Canal Company may repair the same and recover the costs and expenses of so doing from the Company with full costs of suit in any competent court;

(E) If in the execution or maintenance of any of the works by this Act authorised any damage to the Grand Junction Canal or to the towing-paths or works thereof or any obstruction of the navigation of the same or the passage along the said towing-path except as herein-before provided during the construction of the works or any loss of water from the said Paddington long level shall be occasioned the Company shall forthwith restore the Grand Junction Canal and the towing-path and works thereof to the same state and condition as before the happening of any such damage and remove such obstruction and prevent such loss of water (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and in their default it shall be lawful for the Grand Junction Canal Company from time to time to do the same and to recover the costs and expenses of so doing from the Company with full costs of suit in any court of competent jurisdiction;

(F) The Company shall within fourteen days after demand pay to the engineer of the Grand Junction Canal his reasonable fees and expenses for superintending the herein-before mentioned works and repairs and also to the Grand Junction Canal Company any reasonable expense incurred by them with reference to and during the execution 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 or their contractors with reference thereto or otherwise;

(G) The said covered way and all the works connected therewith shall be completed within the period of twelve months from the commencement thereof and if the same shall not be so completed the Company shall pay to the Grand Junction Canal Company as and for liquidated damages the sum of ten pounds for every day after the expiration of that period until the same shall be completed;

(H) If in the execution of any of the works by this Act authorised or the future repair thereof or by reason or in consequence of the failure or want of repair thereof or of any act neglect or omission of the Company or their agents contractors servants or workmen the waterway of the Grand Junction

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Canal or the passage along the towing-path thereof shall be stopped or seriously interrupted the Company shall pay as and for liquidated damages to the Grand Junction Canal Company the sum of five pounds for every hour during which such stoppage or interruption shall continue after notice thereof in writing shall have been given by an officer or agent of the Grand Junction Canal Company to the Company or their secretary or left at the principal office of the Company or if such stoppage or interruption shall continue for more than seventy-two consecutive hours after such notice or shall be caused by any wilful act neglect or omission of the Company or their agents contractors servants or workmen then and in every such case the Company shall pay as aforesaid the sum of ten pounds for every hour during which such stoppage or interruption shall continue but nothing herein contained shall extend to prevent the Grand Junction Canal Company from recovering beyond the amount of such liquidated damages or to prevent any other persons using the Grand Junction Canal from recovering from the Company any special damages that may be sustained by them or any of them in consequence of the acts neglects or defaults of the Company their contractors agents servants or workmen and the Grand Junction Canal Company and any such other person are hereby authorised to sue for and recover such liquidated and special damages with full costs of suit in any court of competent jurisdiction;

(1) If any difference shall arise between the Grand Junction Canal Company or their engineer and the Company as to any plans or specifications or as to the mode of executing any works such difference shall be settled by arbitration in accordance with the provisions of the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration the expenses of such arbitration to be at the discretion of the arbitrator arbitrators or umpire as the case may be.

For preventing loss of water in Paddington long level.

44. Before commencing any works which may affect the Paddington long level of the Regent's Canal and Grand Junction Canal the Company shall construct to the reasonable satisfaction of the engineer of the Grand Junction Canal Company and thereafter at all times maintain to the like satisfaction near the site of the present gauging stop-lock of the Regent's Canal near Warwick Road a stop-lock of which the chamber in the clear between the gates shall be of not less than one hundred feet in length and

sixteen feet in width at the sill level with proper gates at each end thereof opening westward and proper valves and shall be so made as effectually to prevent any loss of water from the long level of the Grand Junction Canal and shall also erect and thereafter maintain a house contiguous to the said lock for the residence of a lock-keeper and the said lock shall be under the management and control of the Grand Junction Canal Company and that company may from time to time and at all times hereafter appoint a lock-keeper to superintend and look after the same and may recover from the Company the reasonable salary or wages paid by them to such lock-keeper and the sills of such lock shall be laid at a level of five feet six inches at least below the weir level of the Paddington long level and in case of accident or at any time or times when the surface of the water of the Paddington long level shall be below the mark or gauge herein-after required to be placed on the said lock it shall be lawful for the Grand Junction Canal Company if and whenever they think fit to shut the gates of the said lock and to prevent the passage of any boat or vessel in either direction through such lock and also to prevent the flow of water through such lock until such accident shall be remedied and also until the depth of water in the Paddington long level both to the eastward and to the westward of the said lock shall be above the said mark or gauge and a mark or gauge shall under the supervision of the engineer of the Grand Junction Canal be affixed and thenceforth maintained by the Company on the hollow quoins of the gates at the western end of the said lock in substitution for the mark or gauge now required to be upon the stop-lock provided for in the Act (Local) 7 George IV. chapter 140 and at the same level so as to denote the depth of water in the Paddington long level provided for in that Act but at all other times the gates of the said lock shall remain open. Without prejudice to the foregoing provision the new stop-lock and works shall be in substitution for the stop-lock mentioned in the Act of the 59 George III. chapter 3 intituled "An Act to vary and alter certain Acts of His present Majesty "relating to the Grand Junction Canal the Grand Junction Water-"works and the Regent's Canal in order to effect an exchange of "water for the better supply of the Regent's Canal Navigation "and Grand Junction Waterworks" and all the provisions of that Act and any other Act or agreement relating to such stop-lock shall apply mutatis mutandis to the said stop-lock and works by this section required to be constructed.

Saving for Grand Junction Canal Company.

45. Except as otherwise expressly provided nothing contained in this Act or in any of the Acts incorporated with or referred to

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in this Act shall extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Grand Junction Canal Company.

Railways not to be widened southward.

46. The Company shall not execute any works for widening their railways on the south side thereof at any point or points at which the same may be made through lands now forming part of the Regent's Canal or belonging to the canal company and in the event of the Company at any time applying for powers from Parliament to execute works in contravention of this section any canal company whose navigation has a continuous water communication with the Regent's Canal shall be at liberty to oppose any such application as if such canal company were the owners of lands proposed to be taken compulsorily for the purposes of such works.

Limiting tolls to be taken on canal &c.

47. Save as herein-after mentioned the Company shall not at any time in respect of traffic carried on the canal or in respect of the entrance into or user of the Limehouse Basin charge tolls higher than the tolls specified in the Thirteenth Schedule hereto: Provided always that it shall be competent for the Company or any other canal company (including in that expression the Lee Conservancy Board) having a continuous water communication with the Regent's Canal or for any trader or freighter upon the canal at any time and from time to time to apply to the Board of Trade for an increase or reduction of all or any of the tolls for the time being charged by the Company and if the said Board shall be of opinion that there are exceptional circumstances justifying such increase or reduction they may authorise the same and the Company may and shall thenceforth or for such limited period as the said Board shall prescribe charge such increased or reduced tolls as altered accordingly: Provided nevertheless that such notice shall be given of every application for such increase or reduction of toll as shall be prescribed by the Board of Trade and any parties objecting thereto shall (if they desire it) be heard by the Board of Trade in respect thereto.

PART V.

Financial.

Capital.

48. The capital of the Company shall be eight million one hundred thousand pounds in eight hundred and ten thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

49. The Company shall not issue any share created under the authority of this Act nor shall any such 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 is paid in respect thereof.

Calls.

50. One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval 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.

Receipt in case of persons not sui juris.

51. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares.

52. 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" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum 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 of the amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

53. 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 dividends 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 once for all 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 shares and the remainder (if any) in payment of dividend on the deferred half shares 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.

54. 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 bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment

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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.

55. 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 but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

56. 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.

57. 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 created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses 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.

58. 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.

59. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before 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.

60. The Company may from time to time borrow on mortgage (in addition to the sum which the Company may for the time being have power to borrow under the Canal Company's Acts) any sum or

sums not exceeding in the whole two million three hundred and ninety thousand pounds and of that sum they may borrow not exceeding in the whole two hundred and thirty-nine thousand pounds in respect of each eight hundred and ten thousand pounds of their capital but no part of any such sum of two hundred and thirty-nine thousand pounds shall be borrowed until the whole eight hundred and ten thousand pounds of capital in respect of which it is to be borrowed is 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 such portion of capital has been 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 in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations 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 shall be sufficient evidence thereof. A.D. 1882.

For appointment of receiver.

61. The mortgagees of the Company or the debenture stockholders of the canal company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages or debenture stock as the case may be by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole and in order to authorise the appointment of a receiver in respect of arrears of interest on debenture stock the amount of interest owing to the debenture stockholders by whom the application for a receiver is made shall not be less than two thousand pounds. The receiver shall as between the mortgagees or holders of debentures or debenture stock of the Company and the debenture stockholders of the canal company have regard to their priorities respectively under this Act.

Debenture stock.

62. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all

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debenture stock and of all mortgages at any time created and issued or granted by the Company under this and any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without regard to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Ranking of debentures mortgages &c. of the canal company.

63. The debentures mortgages and debenture stock of the canal company shall rank as follows with reference to the undertaking of the Company and to the debentures mortgages and debenture stock to be granted or created by the Company under the powers of this Act (that is to say) :—

The debentures and mortgages of the canal company shall be charged in the first place upon the canal undertaking and (in case of any deficiency of the profits or net revenue of the canal undertaking) shall to the extent of such deficiency be charged upon the general undertaking and shall to that extent as against the general undertaking rank pari passu with the mortgages and debenture stock of the Company to be granted under the powers of this Act ;

The interest of the debenture stock of the canal company shall be charged in the first place upon the profits or net revenue of the canal undertaking and shall as against such profits or net revenue rank pari passu with the interest of the debentures and mortgages of the canal company and in priority to all principal moneys secured by such debentures and mortgages and (in case of any deficiency of such profits or net revenue) shall be charged to the extent of such deficiency on the general undertaking and shall to that extent rank pari passu with the interest of the mortgages and debenture stock affecting or charged on the general undertaking and in priority to all principal moneys secured by such debentures and mortgages ;

Debentures and mortgages granted and debenture stock created under the powers of this Act shall be (subject to the other provisions of this Act) charged upon the general undertaking and also upon the canal undertaking but as regards the canal undertaking after and subject to the debentures and mortgages and debenture stock of the canal company charged by this Act on that undertaking.

Company may agree with proprietors of debenture stock of canal

64. The Company may from time to time enter into and carry into effect agreements or arrangements with the proprietors or any of them of the debenture stock of the canal company for or in relation to the substitution or exchange for such stock or for so

much thereof as may be agreed upon of debenture stock of the Company to such an amount as may from time to time be agreed upon between the Company and the proprietors of the stock to be exchanged and the Company may from time to time create and issue such amounts of debenture stock and may do all such other acts and things as may be necessary to carry out and give full effect to such substitution or exchange: Provided always that on the registration of the debenture stock of the Company respectively the canal company's debenture stock in respect of which the exchange is made shall be cancelled.

Power to company for the exchange of such stock for stock of the Company of a like description.

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

Application of moneys.

66. The Company shall keep separate and distinct accounts of their receipts and expenditure both as regards capital and revenue in respect of the purchase and of the maintaining and working of the Regent's Canal.

Separate capital and revenue accounts to be kept as regards canal.

67. The Company may before creating any part of the capital by this Act authorised resolve and determine at a general meeting specially called for the purpose with notice of the object of the meeting that the canal undertaking and the capital necessary for the purposes of that undertaking shall be a separate undertaking and a separate capital respectively of the Company and in the event of the Company so determining the Company may create such capital as a separate capital (which separate capital is herein-after referred to as "the canal capital") and the Company shall at the same or some subsequent general meeting convened in like manner resolve and determine—

Company may create part of capital as separate capital.

(A) Whether the whole and if not the whole then what proportion of the expenditure necessary for the canal works and for the stopping up of the existing entrance and the making of a new entrance to or means of communication with Kingsland Basin authorised by this Act shall be paid out of the canal capital;

(B) What proportion of the general charges of the Company or what annual or other sum in lieu thereof shall be paid and borne out of the revenue of the canal undertaking and the same shall thenceforth be paid accordingly out of such revenue; and

(C) What dividend shall be paid upon the canal capital or any part thereof and in what manner and to what purposes any surplus profits of the canal undertaking after paying such dividend shall be applied.

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As to separate capital.

68. In the event of the canal capital being created the following provisions shall have effect (that is to say) :—

(A) The Company shall keep separate and distinct accounts of their receipts credits payments and liabilities on account of the canal capital or revenue ;

(B) The expenses of maintaining and working the canal undertaking shall be borne and paid by the Company out of the revenue of the canal undertaking solely unless the Company shall otherwise determine ;

(C) The Company shall apply the revenue arising from the canal undertaking as follows :—

(1) In payment of the proportion of the expenses properly attributable to the working of the canal undertaking ;

(2) In payment of any rentcharges for land on the canal undertaking ;

(3) In payment of the interest on all debenture stock of the canal company ;

(4) In payment of the interest on all mortgages debentures or debenture stock granted or issued by the Company on or in respect of the canal undertaking ;

(5) In payment of dividends on the canal capital or upon so much thereof as may be from time to time paid up at such rate as shall be attached thereto by the Company as aforesaid ;

(6) To such purposes as the Company may have determined as herein-before provided to apply the surplus profits of the canal undertaking ;

(D) All mortgages or debenture stock to be granted or issued by the Company in respect of the canal capital under the powers of this Act shall be a charge exclusively upon the canal undertaking and shall not comprise or affect any other property or undertaking of the Company and no other mortgages or debenture stock granted or issued by the Company shall be a charge upon the canal undertaking ;

(E) The mortgages from time to time granted by the Company in respect of the canal capital shall on the face thereof distinctly denote that such mortgage is a mortgage only upon the canal undertaking ;

(F) Shares and stock in the canal capital shall not confer on holders thereof any right of voting or interference at any meeting of the Company on the affairs of the Company not relating to canal matters except for the election of directors and in any matters affecting the said shareholders or stock-

holders respectively for both of which matters such shareholders and stockholders shall have the same right of voting as the shareholders and stockholders in the general capital of the Company;

(G) Shares and stock in the canal capital shall be entitled to dividends (at such rate as shall be attached thereto by the Company as aforesaid) only out of the profits of the canal undertaking applicable for dividends and the certificates of such shares or stock shall distinctly denote that such shares or stock are entitled to dividends (at such rate as aforesaid) only out of those profits;

(H) It shall not be lawful for the holders of shares or stock in the general capital of the Company to interfere with the expenditure of the canal capital or in any other matter affecting that capital or the canal undertaking;

(I) The shareholders and stockholders in the canal capital may from time to time appoint regulate and remove a committee of the directors of the Company to be called the canal committee for the management and regulation of the canal undertaking exercising all or any of the powers of the directors with respect to the canal undertaking.

PART VI.

As to Meetings and Directors of the Company.

First ordinary meeting.

69. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and 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.

Number of directors.

70. The number of directors shall be nine but the Company may from time to time reduce and again increase the number of directors but so that the number shall be never less than five nor more than twelve.

Qualification of directors.

71. The qualification of a director shall be the possession in his own right of fifty shares.

Quorum.

72. The quorum of a meeting of directors if the number of directors be nine or more than nine shall be five and if less than nine shall be three.

First directors.

73. Sir George Henry Chambers, William Rushton Adamson, James Brand, James Staats Forbes, Albert George Sandeman,

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Charles Gassiot, William Hamilton Crake, Colonel Ben Hay Martindale, and Henry William Carter 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 place 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 in person or by proxy shall (subject to the power herein-before contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

PART VII.

General Provisions as to Purchase of Lands and Execution &c. of Works.

Power of Company to take lands &c. for general purposes of their undertaking.

74. Subject to the provisions of this Act and of the scheduled canal agreement the Company may enter upon take hold and use for the general purposes of their undertaking all or any part or parts of the lands houses and hereditaments shown on the deposited plans and described in the deposited books of reference: Provided always that nothing in this Act shall authorise or empower the Company to enter upon take or use temporarily or permanently any lands of the London and Saint Katharine Docks Company lying within or on the dock side of either of the fences herein-before referred to in the description of Railways No. 4 and No. 5 without the consent in writing of that company under their common seal first had and obtained.

Lands for extraordinary purposes.

75. The quantity of land to be taken by agreement by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed twenty acres and for this purpose the works (other than the railway) by this Act authorised and each of them and any part or parts thereof respectively shall be deemed to be part of the railway and the Company may also in addition to any other lands which they are by this Act

authorised to acquire purchase and hold (but by agreement only) any lands not exceeding in the whole fifty acres in extent which they may require for the purpose of making and providing spoil banks.

Period for compulsory purchase of lands.

76. 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 five years from the passing of this Act.

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

77. 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 cost of every such inquiry shall in case of difference be settled in the manner directed by the 52nd section of the Lands Clauses Consolidation Act 1845 and not otherwise.

Power to deviate.

78. In making the works by this Act authorised the Company may subject to the provisions in the scheduled Crown agreement deviate from the lines thereof shown on the deposited plans to any extent within the limits of lateral deviation shown upon the plans and may deviate from the levels thereof shown on the deposited sections to any extent not exceeding five feet upwards or downwards or to any further extent where it may be found necessary or convenient for avoiding accommodating preserving or improving the drainage or sewers or other public works or constructions anything in the Railways Clauses Consolidation Act 1845 to the contrary notwithstanding: Provided that nothing in this section contained shall enable the Company without the consent in writing of the Metropolitan Board of Works to make any such deviation within the metropolis so as to affect any road street or sewer: Provided further that subject as herein-after provided it shall not be lawful for the Company to construct any works upon any lands which at the time of the passing of

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this Act form any part of the waterway or towing-path of the canal excepting land required for the narrowing or widening of the canal and shown on the deposited plans to be required for those purposes respectively by the lines thereon delineated and described as "narrowing of canal" or "widening of canal" (as the case may be) but this proviso shall not apply to the construction of works upon the lands required by the Company solely for the purpose of carrying Railway No. 6 under the canal or for the purpose of carrying Railway No. 3 over the Hertford Union Canal or of the works shown on the deposited plans for carrying the railways in a tunnel under the canal nor to any lateral deviation of their works to any extent not exceeding three feet which the Company may desire to make: Provided that the width of the waterway shall not by any such deviation be reduced to less than the respective widths otherwise required by this Act.

Confirming scheduled dock agreement.

79. The agreement made between Sir George Henry Chambers, William Rushton Adamson, James Brand, James Staats Forbes, Albert George Sandeman, Charles Gassiot, William Hamilton Crake, Colonel Ben Hay Martindale, and Henry William Carter of the one part and the London and Saint Katharine Docks Company of the other part set forth in the Second Schedule to this Act is hereby confirmed and made binding according to the terms and conditions thereof upon the Company and the said docks company respectively and (subject to the provisions of this Act and of the said agreement) full effect shall be given thereto accordingly as if the Company were parties thereto and the same were under the seal of the Company.

Agreements as to junctions.

80. The Company on the one hand and the Great Western the Midland and the Great Northern Railway Companies respectively on the other hand may from time to time enter into and carry into effect and vary or rescind contracts agreements and arrangements for and with respect to the point at which the mode in which and the terms and conditions upon which any junction or junctions of the railways or any of the railways authorised by this Act and the railways of the last-mentioned three companies or any of them shall be made and in the event of any difference arising between the Company and any of the said three companies touching any such matters as aforesaid the same shall be determined by an independent engineer to be appointed on the application of any of the parties in difference by the Board of Trade and the decision of such arbitrator shall be final and binding on the parties in difference and the costs of such arbitration shall be in the discretion of the arbitrator.

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For protection of works of Havering Dagenham &c. Commissioners of Sewers.

81. Where 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 to interfere with any river sewer drain watercourse river wall defence or work under the jurisdiction or control of the commissioners of sewers for the levels of Havering Dagenham Ripple Barking East Ham West Ham Leyton and Walthamstow in the respective counties of Essex Middlesex and Kent in this section called "the commissioners" or may in any way affect the drainage of the districts under their control the Company shall not commence such works until they shall have given to the said commissioners fourteen days notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the said commissioners with plans elevations sections and other necessary particulars of the construction of the said works and until the said commissioners shall have signified their approval of the same unless the said commissioners fail to signify their approval or their disapproval or other directions within fourteen days after the service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said commissioners in the execution and subsequent maintenance of the said works and shall provide by new altered or substituted works in such manner as the commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the rivers sewers drains river walls and other works herein-before referred to by or by reason of the said intended works or any part 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 under the superintendence and to the reasonable satisfaction of the surveyor engineer or other officer or officers of the said commissioners 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 said commissioners may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise by the commissioners officers shall be paid to the commissioners by the Company on demand and when any new altered or substituted work 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 ever thereafter be maintained by the Company to the reasonable satisfaction of the surveyor or engineer to the commissioners for the time being and the said works shall be as fully and completely vested in and under the jurisdiction and control of the said

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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 any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed: Provided that if any dispute shall arise as to the plans or designs or the mode of executing any such works as aforesaid such matter or difference shall be referred to an arbitrator to be appointed by the Board of Trade whose decision shall be final.

Company empowered to underpin or otherwise strengthen houses near works.

82. And whereas in order to avoid injury to houses and buildings or works within one hundred feet of the works by this Act authorised which may be rendered insecure or affected by any of the said works and which may not be required to be taken for the purpose thereof it may be necessary to underpin or otherwise secure or strengthen the same Be it therefore enacted that the Company may at their own costs and charges underpin or otherwise secure or strengthen any such house building or works: Provided that at least ten days notice shall (unless in case of emergency) be given to the owner lessee and occupier of the house building or works intended to be underpinned or otherwise secured or strengthened (each such notice to be left on the premises) and that the Company shall be liable to compensate the owner lessee and occupier of every such house building or works for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment: Provided also that if the owner lessee or occupier of any such house building or works shall give within seven days after that notice counter notice in writing that he disputes the necessity of such underpinning securing or strengthening the question of the necessity shall be referred to a civil engineer to be agreed upon or in case of difference to a civil engineer to be appointed at the instance of either party by the Board of Trade and such referee shall forthwith upon the application of either party proceed to inspect such house building or works and determine the matter referred to him and in the event of his deciding that such underpinning securing or strengthening is necessary he shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin secure or strengthen the said house building or works and the costs of such referee shall be paid by the Company and the cost of the reference (other than the costs of the referee) shall be in the discretion of the referee: Provided that nothing in this enactment contained nor any dealing with the property in pursuance of this enactment shall

relieve the Company from the liability to compensation under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other enactment.

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

83. And whereas in the construction of the railways and other works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of certain of the houses manufactories buildings and premises 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 persons interested in the houses manufactories buildings and premises described in the Third Schedule to this Act (which are on the deposited plans and in the deposited books of reference distinguished by the respective numbers in the several parishes specified in the said schedule) and whereof parts only are required for the purposes of this Act may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under this Act be severed from such properties without material detriment thereto) be required to sell and convey to the Company the portions only of such houses manufactories buildings and 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 or other parties interested therein by severance or otherwise.

Confirmation of Crown agreement and saving rights of the Crown.

84. The scheduled Crown agreement is hereby confirmed and the Commissioners of Her Majesty's Woods Forests and Land Revenues or such one of the same Commissioners as may from time to time have the management and direction of the land revenues of the Crown in the county of Middlesex are or is hereby empowered to make the conveyances and grants therein agreed to be made and to give full effect to such agreement and the same shall be binding on the Company and valid as between the Commissioners of Her Majesty's Woods Forests and Land Revenues and the Company and except as provided in such agreement nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them unless with the consent of such Commissioner or Commissioners nor to take away prejudice diminish or alter any of the estates rights

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privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Application of purchase money for Crown lands.

85. The entire consideration to be paid by the Company for the grants and conveyances to be made to them in pursuance of the scheduled Crown agreement notwithstanding that some portion thereof may be in respect of lands or easements under or over lands part of a royal park shall be paid as provided by the said agreement and be applied to the same purposes as other moneys arising from the sale of parts of the land revenues of the Crown may for the time being be by law directed to be applied.

Trains for labouring classes.

86. The Company shall and they are hereby required at all times after the opening of the railways to run a train every morning in the week over the said railways in one direction calling at all intermediate stations and one train every evening in the other direction also calling at intermediate stations (Sundays Christmas Day and Good Friday always excepted) at such hours not being later than seven in the morning or earlier than six in the evening as may be most convenient for artisans mechanics and daily labourers both male and female having business daily in London at fares not exceeding per passenger for each journey :—

For distances—

Up to four miles the sum of one penny ;

Four miles to six miles the sum of one penny halfpenny ;

Six miles to eight miles the sum of twopence ;

Eight miles to ten miles the sum of twopence halfpenny ;

Ten miles to twelve miles the sum of threepence ;

Such tickets to be free in all cases of passenger duty and to entitle the holder to an allowance not exceeding twenty-eight pounds of tools reasonably pertaining to his trade or occupation to be carried by him at his own risk.

Provided that in case of any complaint made to the Board of Trade of the hour appointed by the Company for such trains the said Board shall have power to fix and regulate the same from time to time and also that if in any continuous period of six months it shall be found that less than one hundred of such passengers shall have been conveyed by each of such trains the Company on proof of that fact to the satisfaction of the Board of Trade may discontinue the running of such trains but the said Board may at any time order the resumption thereof by the Company if it shall seem to the said Board desirable so to do.

For ascertaining rights of applicants

87. The Company shall not be required to issue a ticket to any artisan mechanic or daily labourer under the last preceding clause

for a less period than one week and on his application for the same he shall be bound to give his name and address as well as the name and address of the person or persons by whom he may be employed and before the issue of such ticket the Company shall have a reasonable time allowed for ascertaining by inquiry whether the person so applying for a ticket is an artisan mechanic or daily labourer within the meaning of the last preceding clause.

to cheap tickets.

88. If any person holding such ticket shall transfer or attempt to transfer such ticket to any other person he shall forfeit and pay to the Company the sum of five shillings and his ticket shall also be forfeited and any person using or attempting to use any such ticket which may have been so transferred as aforesaid shall forfeit and pay to the Company the like sum of five shillings and the Company shall not thereafter be required to allow either the original holder of any such ticket who shall transfer or attempt to transfer the same as aforesaid or any person using or attempting to use any such ticket so transferred or attempted to be transferred to have the benefit of the provisions of this Act relating to artisans mechanics and daily labourers.

Penalties for abuse of tickets.

89. The liability of the Company under any claim to compensation for injury or otherwise in respect of each passenger travelling with such ticket as aforesaid shall be limited to a sum not exceeding one hundred pounds and the amount of compensation payable in respect of any person so injured shall be determined by an arbitrator to be appointed by the Board of Trade and not otherwise.

Limiting compensation for injury to such passengers.

90. With respect to the lands which the Company may from time to time acquire under the powers of this Act be it enacted as follows:—

Superfluous lands.

(A) The Company may from time to time sell and demise and otherwise dispose of any lands tenements and hereditaments forming part of the property of the canal company transferred to the Company under this Act or acquired by the Company under the powers of this Act for the purposes of Railway No. 6 and the street improvements or any of them or any estate or easements in such lands tenements and hereditaments and may hold and let such lands tenements and hereditaments and may grant building and repairing leases of the same for any term they may think fit and such lands or premises shall not be subject to the provisions of the Lands Clauses Consolidation Act 1845 relating to the sale of superfluous lands;

(B) The Company may from time to time grant building and repairing leases of any lands tenements and hereditaments

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above or adjacent to the railway not being superfluous lands within the meaning of the Lands Clauses Consolidation Act 1845 remaining in their hands after the completion of the works or any part of the works by this Act authorised in respect of which such lands tenements and hereditaments may have been acquired by the Company: Provided that in any such lease the Company shall reserve to themselves the right of re-entry in the event of any such lands tenements and hereditaments being at any time hereafter required for any of the purposes of their undertaking;

(c) The aforesaid lands tenements and hereditaments shall not be deemed part of the undertaking of the Company charged with the general mortgage debt or debenture stock thereof excepting such mortgages as may be expressly charged upon the premises or upon any specific portion thereof;

(d) The Company may from time to time borrow on mortgage of the aforesaid lands tenements and hereditaments any sums of money and the only security of the mortgagee shall be the said lands tenements and hereditaments or the part thereof or the interest therein specially mentioned in his mortgage;

(e) Notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or other Acts the Company may retain such portion of any lands tenements or hereditaments acquired by them from time to time under the powers of this Act as the Company may under their common seal declare to be likely to be required for the widening of their railways or for stations and sidings connected therewith or otherwise for the working or accommodation of the traffic of the Company.

Provided that nothing in this section shall interfere with the obligations thrown upon the Company by section 39 of this Act or with the wharves and warehouses adjacent to the canal and used for canal purposes.

Notice to be given of taking houses of labouring classes.

91. 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.

Power for Company to appropriate lands for the erection of dwelling-houses for the labouring classes.

92. The Company may from time to time if and when they think fit appropriate any lands acquired by them under the powers of this Act and which may not be required for the railways and works for the purpose of the erection of dwelling-houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons unless the Company and such person or persons otherwise agree: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice.

Railway deposit fund not to be repaid except so far as railway opened &c.

93. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act passed in the session of Parliament held in the ninth and tenth years of Her present Majesty chapter twenty there has been deposited in the name and with the privity of Her Majesty's Paymaster General in respect of the application to Parliament for this Act a sum of money of which part (herein-after referred to as "the original railway deposit fund") represents five per centum upon the amount of the estimate in respect of the railways and canal works proposed to be authorised by the Bill for this Act as originally introduced into Parliament and of which the balance (herein-after referred to as "the streets deposit fund") represents four per centum upon the amount of the estimate in respect of the new streets authorised by this Act: And whereas such railways included a railway and certain portions of railway which were struck out of the Bill during its progress through Parliament and the estimate for the railways and canal works authorised by this Act amounts to six million forty-six thousand seven hundred and sixty-three pounds ten shillings and elevenpence: Be it enacted that notwithstanding anything contained in the said recited Act out of the original railway deposit fund a sum of three hundred and two thousand three hundred and thirty-eight pounds three shillings and sixpence (which last-mentioned sum is in this Act referred to as the railway deposit fund) shall not be transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion

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of the railways open the railways for the conveyance of public traffic: Provided that if within such period so limited for the completion of the railways the Company open any portion of the railways for the conveyance of public traffic then on production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways the Court shall on the application of the depositors order the said portion of the railway deposit fund so specified in such certificate as aforesaid to be paid to the depositors or as the depositors shall direct and any such certificate as aforesaid of the Board of Trade shall if signed by the Secretary or by an Assistant Secretary of the said Board be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the recited Act to the contrary notwithstanding.

Application of deposit.

94. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railways complete and open the same as aforesaid then and in every such case the railway deposit fund or so much of that fund as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways 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 for the purposes of the railways or canal works and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation aforesaid in such manner and in such proportions as to the Court may seem fit and if no such compensation shall be payable or if a portion of the railway deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation then the railway deposit fund or such portion of the said fund as may not be required as aforesaid shall either be forfeited to Her Majesty and shall accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the

discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the railway deposit fund shall have been repaid to the depositors or shall have become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Release of balance of money deposited.

95. On the application of the depositors by petition in a summary way at any time after the passing of this Act the Court may and shall order that the balance of the original railway deposit fund over and above the railway deposit fund and the streets deposit fund and the interest and dividends thereof respectively shall be paid to the depositors or to any other person or persons whom they may appoint in that behalf.

Period for completion of works.

96. If the railways or the canal works are not completed within six 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 railways or the canal works as the case may be or otherwise in relation thereto respectively shall cease to be exercised except as to so much thereof respectively as shall then be completed.

Level of canals not to be lowered.

97. The Company shall not except as provided by this Act alter the level of any portion of the Regent's Canal or of the Hertford Union Canal or of the Grand Junction Canal or of the water therein and the Company shall at all times maintain the waterway of the Regent's Canal and Hertford Union Canal and all basins docks quays slips landing-places and other water accommodation belonging and attaching to or connected with the said canal and also the Hertford Union Canal respectively as an existing navigation.

For protection of the London Street Tramways Company.

98. In constructing and maintaining the works by this Act authorised affecting any of the tramways of the London Street Tramways Company (in this section called the tramway company) the Company (which expression where used in this section shall be deemed to include any company body or corporation by whom any part of the said works may be constructed or maintained) shall be subject to the following conditions namely:—

(1) All works under or affecting any of the said tramways shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the engineer

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or other officer of the tramway company appointed for that purpose;

(2) The said works shall be constructed and maintained so that the traffic upon the said tramways or any of them shall not be materially obstructed;

(3) If by reason of the construction or maintenance of the works by this Act authorised or of the insufficiency of or the bad state of repair of any such works or of any act or omission of the Company their agents or servants any of the said tramways shall be damaged or injured or in consequence of the Acts or omissions aforesaid shall require reconstruction or relaying the Company shall on demand repay to the tramway company all reasonable costs and expenses to which they may be put in repairing the said damage or injury or in such reconstruction or relaying and if from any of the causes aforesaid the free use and working of any of the said tramways shall be materially obstructed the Company shall pay to the tramway company as ascertained damages the sum of fifty pounds for every twenty-four hours or portion of twenty-four hours during which such obstruction shall continue;

(4) If any difference shall arise between the Company and the tramway company as to anything to be done or not to be done or any moneys to be paid under the provisions of this section the same shall be referred to and determined by an engineer to be agreed on between the parties or (if they cannot agree) to be appointed on the application of either of them by the Board of Trade and the award of such engineer shall be final and binding on both parties and the costs of the arbitration shall be in the discretion of the arbitrator.

For protection of North Metropolitan Tramways Company.

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

(1) All works under or affecting any of the tramways of the tramways company shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the engineer or other officer of the tramways company appointed for the purpose;

(2) The Company shall from time to time be responsible for and make good to the tramways company all costs losses damages and expenses from time to time occasioned to that company or any of their tramways from the obstruction of the traffic thereon and from any damage to the works rolling stock and

horses of the tramways company arising in the execution repair or maintenance or from the failure of any of the works by this Act authorised or from any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the tramways company from all claims and demands upon or against them by reason of any such execution repair maintenance failure act or omission;

(3) If by reason of any works or proceedings of the Company there shall be any obstruction of or interference with the tramways or works of the tramways company so as to prevent the convenient passage of horses and carriages along the same either as now laid down or as diverted the Company shall pay to the tramway company by way of ascertained damages in respect of each route so obstructed the sum of sixty pounds for every day and for any part of a day during which that obstruction or interference continues;

Reinstatement and repair of streets.

(4) If and as often as the Company take up or remove or interfere with any part of any street or road which the tramways company are liable to maintain or repair the Company shall with all convenient speed at their own cost restore and make good such parts of streets or roads so taken up removed or interfered with and any tramway or tramways laid down therein to as good a condition as that in which they were before the works of the Company were commenced and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations and the Company shall for the period of three months after the restoration of any such part of any streets or roads so interfered with keep and maintain the same in good repair and condition to the reasonable satisfaction in all respects of the engineer of the tramways company but at their own costs provided that if the Company shall fail from time to time within fourteen days from the receipt of notice in writing from the tramways company under the hand of their secretary to comply with the foregoing obligations the tramways company may themselves but at the cost in all things of the Company execute all works necessary therefor;

Recovery by tramways company of compensation.

(5) Any compensation damages costs charges or expenses to which the Company may under this section become liable to pay to the tramways company may be sued for and recovered with costs of suit by the tramways company in any court of competent jurisdiction;

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Difference to be settled by arbitration.

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

As to crossings of North London Railway.

100. With respect to the various crossings by the railways by this Act authorised of the North London Railway and the interference by the Company with the lands or property of the North London Railway Company (herein-after called the North London Company) the following provisions shall apply and be obligatory upon the Company (that is to say) :—

(A) In the construction of the Railway No. 3A by this Act authorised where it crosses under the lines and sidings of the North London Company near Wrotham Road in the parish of Saint Pancras

(1) The Company shall in making their line so far as it affects the lands and works of the North London Company construct the same by an underbridge or tunnel and execute such bridge or tunnel and all other works necessary or incident to the construction thereof according to plans sections and specifications and with materials of such quality or strength and in such manner in every other respect as shall be previously submitted to and approved in writing by Francis Stevenson or other the principal engineer for the time being of the North London Company and not in any other line or according to any other plan or section without the previous consent in writing of such Company under their common seal and the said works shall be executed 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 construction of the said works or enter upon or interfere with any land works or property belonging to or used by the North London Company until such plans sections and specifications have been so submitted and approved: Provided always that if the said Francis Stevenson or other such principal engineer as

aforesaid shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said underbridge or tunnel and the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of an agreement to be appointed at the request of either the Company or the North London Company by the President for the time being of the Institution of Civil Engineers;

(2) The Company shall not without the consent in writing of the North London Company take or use any of the lands or property of the latter company except so much only as shall be necessary for the construction and maintenance of Railway No. 3A as a double line of railway and according to the plans and sections herein-before referred to but the Company shall purchase and take from the North London Company who shall sell and grant to them accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same and the price and compensation to be paid by the Company to the North London Company for such easement shall failing agreement be settled and determined in the manner provided by the Lands Clauses Consolidation Act 1845 with reference to the purchase and taking of lands otherwise than by agreement;

(B) In the construction of the Railways Nos. 3C and 3D by this Act authorised where they cross under the bridge and works carrying the North London Railway over the Great Northern Railway in the parish of Saint Mary Islington—

(3) The Company shall not be entitled to purchase or take any portion of the land used or occupied by the piers or abutments carrying or spanned by the existing bridge of the North London Railway over the Great Northern Railway nor do any act which will endanger or affect the foundations piers or abutments of the bridge carrying the North London Railway over such last-mentioned railway or the superstructure thereof and all works and conveniences connected with the construction of such railways by the Company affecting the railway works or lands of the North London Company shall be made only according to plans sections and specifications to be approved as provided by subsection No. 1 of this section and in all things at the expense of the Company;

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(4) The Company shall not for the purposes of the construction of their said Railways Nos. 3c and 3d be entitled to purchase or take any of the lands of the North London Company or in which that company may be interested jointly with the Great Northern Railway Company but shall purchase and take from the North London Company or (as the case may be) from them and the Great Northern Railway Company and the said two companies or either of them shall sell and grant to the Company an easement or right of using the same lands for the purpose for which but for this enactment the Company might purchase and take the same lands and the price and compensation to be paid by the Company for such easement shall failing agreement be settled and determined in the manner provided by the Lands Clauses Consolidation Act 1845 with reference to the purchase and taking of land otherwise than by agreement;

(c) In the construction of the Railway No. 3 by this Act authorised where it crosses under the lines of the North London Company at Dunston Road in the parish of Saint Leonard Shoreditch—

(5) The Company shall construct the same and all the works necessary and incident to the construction thereof or affecting the property and works of the North London Company in the centre line of their railway as shown upon the plans deposited for this Act and without deviation therefrom and also in accordance with the provisions of this section and according to plans sections and specifications and with materials of such quality and strength and in such manner in every other respect as shall be previously submitted and approved as provided by subsection No. 1 of this section and in all things at the expense of the Company and the Company shall not commence the construction of the said portion of the said railway or enter upon or interfere with any land works or property belonging to or used by the North London Company until such plans sections and specifications have been so submitted and approved;

(6) The Company shall before they commence the construction of the said portion of Railway No. 3 underpin support and otherwise strengthen the foundations of the bridge numbered on the deposited plans 186 in the parish of Saint Leonard Shoreditch being the bridge or viaduct

carrying the North London Railway over Dunston Road aforesaid and over the Regent's Canal and of the piers and abutments thereof such underpinning supporting or strengthening to be according to plans sections and specifications to be approved as provided by subsection No. 1 of this clause: Provided however that in no case shall the foundations so to be strengthened be carried down to a less depth than the foundations of the works constructed by the Company for their said railway unless with the consent in writing of the principal engineer of the North London Company—

(d) In the construction of the Railway No. 3 by this Act authorised where it crosses over the lines of the North London Company and lands adjoining belonging to them or to the London and North-western Railway Company in the parish of Saint Mary Stratford-le-Bow near Old Ford Station;

(7) The said Railway No. 3 shall be carried over the North London Railway and the lands adjoining thereto by a girder bridge having one clear span of not less than 90 feet measured on the square with a clear headway of 14 feet 6 inches throughout above the level of the rails of the North London Railway so as to provide for a future widening of the North London Railway and sidings adjoining thereto. And such bridge shall be constructed in such position and according to such plans sections and specifications and with materials of such quality and strength and in such manner in all other respects as shall be previously submitted and approved as provided by subsection No. 1 of this section and in all things at the expense of the Company and the Company shall not commence the construction of the said bridge or enter upon or interfere with any land works or property belonging to or used by the North London Company until such plans sections and specifications have been so submitted and approved;

(8) The Company shall not purchase or take any lands and property of the North London Company for the purposes of the said crossing at Old Ford but shall purchase and take and that company shall sell and grant an easement or right of using the same for the purposes for which but for this enactment they might purchase and take the same and the price and compensation to be paid by the Company to the North London Company for such easement shall

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failing agreement be settled and determined in the manner provided by the Lands Clauses Consolidation Act 1845 with reference to the purchase and taking of lands otherwise than by agreement.

Further provision as to works affecting the North London Railway.

101. And with respect to all the said works and crossings particularised in the last preceding section the following provisions shall apply and be obligatory upon the Company :—

(1) During the construction of the works by this Act authorised under over or adjoining the railways of the North London Company the Company will bear and on demand pay to that company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways 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 ;

(2) The Company shall at all times maintain the bridges and other works by which the railways authorised by this Act shall be so carried under or over the railways of the North London Company in substantial repair and good order to the reasonable satisfaction in all respects of the engineer for the time being of the North London Company and if and whenever the Company fail so to do the North London Company may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by the engineer of the North London Company being the reasonable amount of such expenditure shall be repaid to the North London Company by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction ;

(3) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railways and works under or over the railways of the North London Company obstruct impede or interfere with the free and uninterrupted and safe use of the railways or other works of the North London Company or any traffic thereon and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall forfeit and pay to the North London Company by way of ascertained damages the sum of five hundred pounds for every hour during which such obstruction or interference shall continue ;

(4) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North London Company all costs losses damages and expenses which may be occasioned to that company or to any of the property or works of their railways or to the traffic thereon or otherwise by reason of the execution or failure of the said railways and the works in connexion therewith or any of them or any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North London Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission;

(5) If by reason of the making of the railways by this Act authorised or any of them it shall become necessary to add to or alter any signal or signals upon the railways of the North London Company the same shall be so added to or altered by that company and the reasonable expense thereof shall be repaid to them by the Company;

(6) The Company and the North London Company may agree upon any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed;

(7) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North London Company otherwise than as herein expressly provided.

For protection of London and North-western Railway Company.

102. The following provisions for the protection of the London and North-western Railway Company (in this section called "the North-western Company") shall apply and have effect:—

(1) In constructing Railway No. 2 by this Act authorised between a point sixty yards west of where the same is intended to cross under Gloucester Road Regent's Park and a point one hundred yards west of where the same is intended to cross under Chalk Farm Road and also between a point forty yards east of the last-named crossing and a point thirty yards west of where the said railway is intended to cross under the Kentish Town Road the Company shall construct the same and all the works necessary and incident to the construction thereof or affecting the property and works of the North-western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously

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submitted to and approved in writing by Francis Stevenson or other the principal engineer for the time being of the North-western Company and the Company shall not commence the construction of the said portions of the said railway or enter upon or interfere with any land works or property belonging to or used by the North-western Company until such plans sections and specifications have been so submitted and approved: Provided always that if the said Francis Stevenson or other the principal engineer as aforesaid shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said portions of the said railway and the said works shall be constructed 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 North-western Company by the President for the time being of the Institution of Civil Engineers;

(2) The Company shall before they commence the construction of the said portions of Railway No. 2 underpin support and otherwise strengthen the foundations of the bridges numbered on the deposited plans 104 and 107 in the parish of Saint Pancras and of the viaduct supporting the North-western Company's Kentish Town Coal Wharf and of the piers and abutments thereof and shall reconstruct the bridges numbered on the said plans 112 and 113 in the said parish. And shall also before commencing the construction of the said portions of railway underpin support and otherwise strengthen the foundations of the retaining or other walls and of all other structures or buildings alongside of and on each side of the canal belonging to or leased or occupied by the North-western Company such underpinning supporting or strengthening or reconstruction as the case may be to be according to plans sections and specifications to be approved as provided by subsection 1 of this clause: Provided however that in no case shall the foundations so to be strengthened be continued to a less depth than the foundations of the works constructed by the Company for their said railway unless with the consent in writing of the principal engineer of the North-western Company;

(3) The Company in constructing the Railway No. 2 by this Act authorised where the same is intended to pass under the bridge numbered on the deposited plans 104 in the said parish of Saint Pancras and carrying the railway of the North-western Company over the canal shall in accordance with plans and sections

to be approved as aforesaid extend the piers or abutments of the said bridge for a distance of twenty-eight feet in a westerly direction up to the level of the bed of the canal and with foundations of not less depth than those of the adjoining piers and abutments as the same shall be continued under the provisions of this section and the Company shall construct their said railway and the works in connexion therewith in such manner as to enable the North-western Company to widen and extend their said bridge and to lay down two additional lines of rails thereon without interference with the railway and works of the Company;

(4) The said portions of the said railway and all works necessary or incident to the construction thereof or affecting the property or works of the North-western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said Francis Stevenson or other the principal engineer as aforesaid and the Company shall execute and complete any works and portions of the works which the said engineer shall deem necessary and expedient before they commence any other portion;

(5) The said portions of railway and other works shall after commencement thereof be proceeded with with all practicable despatch and if in the opinion of the principal engineer of the North-western Company or in case of difference in the opinion of an engineer to be appointed as aforesaid the Company shall not be proceeding in the construction and execution of the said portions of the said railway and other works with all despatch as aforesaid it shall be lawful for the North-western Company without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said portions of the said railway and the said works or so much thereof as the principal engineer of the North-western Company may consider desirable or expedient for the safety of their railway property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said portions of the said railway and the said works had not been commenced or constructed and the Company shall on demand repay to the North-western Company

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all payments costs damages and expenses which they may incur become liable or be put to in or about the matters aforesaid;

(6) Notwithstanding anything in this Act or in the Acts incorporated herewith contained the Company shall not unless with the previous consent of the North-western Company under their common seal deviate to the northwards the centre line as shown upon the deposited plans and sections of so much of Railway No. 2 as lies between a point forty yards east of where the same is intended to cross under the Chalk Farm Road and a point thirty yards west of where the same is intended to cross under the Kentish Town Road nor (unless with such consent) take for the purposes of the said railway or the works in connexion therewith any portion of the properties belonging or reputed to belong to the North-western Company numbered on the deposited plans 177A 177C 177E 177F and 197 in the parish of Saint Pancras except so much thereof as lies within a distance of 20 feet from the centre line as shown upon the said plan;

(7) The Company shall not under the powers of this Act (except with the previous consent of the North-western Company under their common seal) take use or interfere with (except for the purpose of underpinning or strengthening the foundations as herein-before provided) any portions of the properties belonging or reputed to belong to the North-western Company and numbered on the deposited plans 104 107 108 109 112 116 118 166 167 168 169 177B and 177G in the parish of Saint Pancras and 103A in the parish of Saint Mary Stratford-le-Bow nor shall the Company stop up or interfere with any portion of the roadway (known as Commercial Road) numbered on the deposited plans 163 in the said parish of Saint Pancras but the Company may take and the North-western Company shall grant an easement under and the right to use for the purposes of their railway and works the subsoil of so much of the said properties numbered 166 167 168 and 169 as lies within the limits of deviation as shown upon the deposited plans;

(8) The Company shall not purchase or take any portion of the property and building belonging or reputed to belong to the North-western Company and numbered on the deposited plans 97 in the parish of Saint Pancras and used as stables and for other purposes but the Company may take and the North-western Company shall grant to them an easement under and the right to use the subsoil of the said property and building to

the extent of thirty-five feet northward of the centre line of the railway as shown upon the deposited plans and the Company shall use their best endeavours so to construct the said railway as not to interrupt or interfere with the use and occupation of the said building and if and before the use and occupation thereof shall be interrupted or interfered with the Company shall construct and provide on the adjoining land numbered on the deposited plans 80 in the said parish good and sufficient temporary stable and other accommodation in lieu of that taken away or interfered with with all proper access and conveniences and in all things to the reasonable satisfaction of the principal engineer for the time being of the North-western Company and upon the completion of the portion of the said Railway No. 2 adjoining the said property No. 97 the Company shall restore and if necessary rebuild and reinstate the same to its former state and condition to the reasonable satisfaction of the said principal engineer and shall compensate that company and their tenants for all loss or damage if any they may sustain by reason of such interference or interruption as aforesaid or otherwise by reason of the construction or user of the said Railway No. 2 through or under the said property: Provided always that in no case shall the use or occupation of the said building be interrupted or interfered with for a longer period than three months;

(9) The Company shall construct Railway No. 2 by this Act authorised where the same is intended to cross under the railways and sidings of the North-western Company numbered on the deposited plans 104 and 107 in the parish of Saint Pancras so as to leave undisturbed at all times the existing lines of railway sidings bridges and other works connected therewith at such respective crossings and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways and sidings of the North-western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall forfeit and pay to the North-western Company in respect of any obstruction to or interference with the railway over the said bridge numbered 104 the sum of five hundred pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue and in respect of any obstruction to or interference with any other railways or sidings of the North-western Company the Company shall pay that company the sum of twenty-five pounds per hour for such hourly continuance;

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(10) The Company shall take down and reconstruct the bridge numbered on the deposited plans 112 in the said parish of Saint Pancras such bridge to be reconstructed as a girder bridge of equal width and at the same level and in all respects as convenient as the present bridge and to be completed within six months from the commencement of such taking down and reconstruction to the reasonable satisfaction in all things of the principal engineer for the time being of the North-western Company and the Company shall at all times during such taking down and reconstruction provide by means of a temporary bridge a free and uninterrupted means of access by one line of rails between the sidings and yard of the North-western Company and the warehouse and premises occupied by Messieurs W. and A. Gilbey such line of rails and access to be over the site or a portion of the site of the present bridge;

(11) With respect to the bridge numbered on the deposited plans 113 in the said parish of Saint Pancras the following provisions shall have effect viz.:—

(A) Before interfering with the said bridge or the roadway over the same the Company shall erect a temporary bridge or means of communication with a sufficient roadway twenty feet wide or of such less width as the principal engineer of the North-western Company may approve and in such position as the said engineer shall reasonably require or shall approve;

(B) The Company shall after the completion of the said temporary bridge or means of communication remove the said bridge numbered 113 as aforesaid and in place thereof shall with all reasonable speed to the satisfaction of the said engineer and in such position as he shall reasonably require or shall approve construct a new bridge with a good and sufficient roadway of equal width with and at the same level as that of the roadway over the said bridge numbered 113;

(C) The North-western Company shall by means of the said temporary bridge or means of communication and the roadway over the same have during the construction and until the completion thereof and shall after the completion of the new bridge and the roadway over the same have by means thereof a means of access ingress egress and regress to in from and out of the goods yard and station and other property of the North-western Company in all respects as safe and convenient as they have at present over the said

bridge numbered 113 as aforesaid and the roadway over the same;

(12) The Company shall not in constructing or thereafter maintaining the said Railway No. 2 by this Act authorised or the works in connexion therewith obstruct impede or interfere with the canal dock and wharf of the North-western Company numbered on the deposited plans 168 in the parish of Saint Pancras or the free navigation and use thereof or the traffic to from or at the same: Provided always that if it be absolutely necessary in the construction of the said railways that the said dock be temporarily closed or the said traffic obstructed or interfered with then the works which render the same necessary shall be executed and completed at the same time as the Company may and shall temporarily close the canal under the provisions of this Act and in no case shall the said dock be closed nor the said traffic be obstructed or interfered with more than once in three months nor for a longer period than ten days;

(13) During the construction of the said portions of Railway No. 2 by this Act authorised under over and adjoining and near to or affecting the railways property and works of the North-western Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise;

(14) The Company shall at all times maintain the said portions of Railway No. 2 and all the works connected therewith and incident thereto by which the said railway shall be carried under over and adjoining the railways works and lands of the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of that company and if and whenever the Company fail so to do the North-western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified

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by such principal engineer to be the reasonable amount of such expenditure shall be repaid to the North-western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction;

(15) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North-western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission;

(16) The Company and the North-western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed;

(17) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North-western Company otherwise than is herein expressly provided.

For protection of the Great Northern Railway.

Easements only to be acquired over lands.

103. The following provisions for the protection of the Great Northern Railway Company (herein-after called the Great Northern Company) shall apply and have effect:—

(1) The Company shall not without the previous consent in writing of the Great Northern Company under their common seal enter upon take or use any lands of the Great Northern Company for any of the purposes defined in the Railways Clauses Consolidation Act 1845 or in any Act amending that Act with respect to the temporary use or occupation of lands and the Company shall not purchase or acquire any lands belonging to the Great Northern Company but the Company may purchase and take and the Great Northern Company may and shall sell and grant to them easements over or through so much of their property as is required for the works of the Company according to the deposited plans and sections and without deviating unless with the consent in writing of the Great Northern Company from the centre lines shown on the said plans where the proposed railways traverse the lands of that

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Compensation.

company. The price or compensation to be paid by the Company for such easements shall unless agreed on between the two companies be settled in the manner prescribed by the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement: Provided that the price or compensation for such easements shall not be deemed to be or to include a compensation for interference with the railways and works of the Great Northern Company or for any damage which may be sustained by that company by reason of the execution of the works hereby authorised. But the compensation for such interference or damage shall also be paid by the Company, and the amount thereof unless agreed to between the two companies shall be settled in the manner aforesaid;

Plans &c. to be submitted &c.

(2) Before commencing any works touching or affecting any lands buildings property or works of the Great Northern Company the Company shall submit plans sections and specifications of such proposed works to Richard Johnson or other the principal engineer for the time being of the Great Northern Company and the Company shall not enter upon or interfere with any land works buildings or property belonging to or used by the Great Northern Company until such plans sections and specifications have been so submitted and approved: Provided always that if the said principal engineer shall not for the period of one month express in writing his opinion on the said plans sections or specifications or if he shall in writing disapprove the same then the said proposed works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon by the engineers of the two companies or in default of agreement to be appointed at the request of either the Company or the Great Northern Company by the President for the time being of the Institution of Civil Engineers and the cost of every such reference shall be borne by the Company and all such works shall be executed under the superintendence and to the reasonable satisfaction of the said principal engineer;

Fresh stabling to be provided.

(3) Before interfering with the stabling or the appurtenances thereto of the Great Northern Company the Company shall at their own cost on a site to be provided by the Great Northern Company build equip and complete in every respect for that company sufficient stabling for two hundred horses with corn stores mess rooms and other conveniences equal in all respects to the stables to be displaced and to the reasonable satisfaction

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of the engineer of the Great Northern Company to whom also the designs shall be submitted for approval;

Buildings to be underpinned &c.

(4) The Company shall before they commence the construction of the portions of Railways Nos. 2 3A and 3B on or adjoining the property of the Great Northern Company construct all necessary retaining walls and other works for upholding the buildings of the Great Northern Company which may be interfered with or in the opinion of the said principal engineer may be endangered by the works of the Company and shall especially before commencing the construction of the portions of the said railways under the large goods shed and also under any other buildings of the Great Northern Company underpin support and otherwise strengthen the foundations of such buildings and of all other structures or buildings belonging to that company over and on each side of the said railways such underpinning supporting or strengthening or reconstruction as the case may be to be according to plans sections and specifications to be approved as provided by subsection 2;

Traffic not to be obstructed.

(5) 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 Great Northern 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 Great Northern Company the sum of five hundred pounds as ascertained damages for every hour or part of an hour during which such obstruction or delay shall continue on the four main lines of the Great Northern Railway or any of them and the sum of twenty-five pounds as ascertained damages for every hour or part of an hour during which such obstruction or delay shall continue on any of the other railways or the sidings of the Great Northern Company unless in respect of such last-mentioned obstruction or delay the written consent of the Great Northern Company shall have been previously obtained; and in addition to such damages the Company shall indemnify the Great Northern Company against and shall reimburse to that company all damages costs and expenses of whatsoever kind to rolling stock and all compensation for injury to any passengers or officers or servants of the Great Northern Company or to any goods merchandise live stock or other effects of that company and all other costs damages and expenses which the Great Northern Company may be put to by reason of the execution maintenance or user of the works of the Company;

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Alterations and signals.

(6) All alterations or additions (other than those consequent on the construction of Railways Nos. 3C and 3D) to the permanent way and works of the Great Northern Railway or interference with the structure thereof and all alterations or additions to the signals (other than those consequent on the construction of Railways Nos. 3C and 3D) or new signals from time to time rendered necessary whether permanently or temporarily by the works of the Company shall be constructed and maintained by the Great Northern Company at the expense of the Company: Provided that the Company shall not be liable to maintain any signals or other works constructed in substitution of any existing works;

Providing for completion of parts of Railways Nos. 2 3A and 3B.

(7) The portions of Railways Nos. 2 3A and 3B and the works incidental thereto on the land of the Great Northern Railway Company or affecting the Great Northern Railway shall be executed in such order and in such lengths or divisions and in such manner as shall be from time to time reasonably prescribed by the principal engineer of the Great Northern Company and any such lengths or divisions shall if required by the said principal engineer be completed and the surface and works thereof restored before any succeeding length or division shall be commenced and all the respective works shall after commencement thereof be continued with all practicable despatch and if in the opinion of the said principal engineer or in case of difference in the opinion of an engineer to be appointed as aforesaid the Company shall not be proceeding with all despatch as aforesaid or in accordance with the requirements of the said principal engineer it shall be lawful for the Great Northern Company without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired or over which an easement has been acquired or which is occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said portions of Railways Nos. 2 3A and 3B and the said works or so much thereof as the said principal engineer may consider desirable or expedient for the safety of the Great Northern Railway property and works or for preventing or removing any obstruction or interference with the safe and convenient use or occupation thereof and the Company shall on demand repay to the Great Northern Company all payments, costs damages and expenses which they may incur become liable or be put to in or about the matters aforesaid;

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Great Northern Company may appoint inspectors &c.

(8) During the construction of any works under across and adjoining or near to or affecting the railways property and works of the Great Northern Company the Company shall bear and on demand pay to that company all reasonable and necessary expense of employment by them of a sufficient number of inspectors signalmen and watchmen to be appointed by that company for watching their railways and the works thereof, and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or their respective workmen or servants;

Damage to Great Northern Railway to be repaired.

(9) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Great Northern Company shall be injured such injury shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Great Northern Company may make good the same and recover the expenses thereof with full costs against the Company in any court of competent jurisdiction;

Works of Company to be maintained.

(10) The Company shall at all times maintain the bridges arches openings or other works by which their railways are carried over or under the railways sidings or other works of the Great Northern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company and if and whenever the Company fail so to do the Great Northern Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that company may reasonably think necessary in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Great Northern Company from the Company in any court of competent jurisdiction;

Providing for future works of Great Northern Company:

(11) If the Great Northern Company shall at any time hereafter be desirous for the purpose of forming branches or sidings to construct bridges or other works so far as they may be upon lands now the property of the Great Northern Company under or over the said railways authorised by this Act the Company shall afford to the Great Northern Company all reasonable

and proper facilities for the construction of such bridges and works according to plans to be agreed between the principal engineers of the two companies for the time being or in case of difference to be determined by arbitration as provided in subsection 2 of this section and any additional costs which the Great Northern Company shall reasonably incur in forming such branches or sidings or the works in connexion therewith by reason of the construction or execution of the works hereby authorised shall be paid and made good to the Great Northern Company by the Company;

And stations.

(12) The Company shall at all times afford to the Great Northern Company all reasonable facilities for establishing maintaining and using at the cost of that company at on or near the railways hereby authorised stations sidings and other accommodations for the goods and coal traffic of the Great Northern Railway the position of such stations or sidings to be agreed upon or failing agreement to be settled by arbitration as provided in subsection 2 of this section due regard being had to the relative importance of the traffic of the Company and that of the Great Northern Company;

Variation of provisions.

(13) The Company and the Great Northern Company may agree in writing under their respective common seals upon any variation or alteration of the provisions in this section;

Saving clause.

(14) Nothing in this Act shall extend to prejudice alter or take away any of the rights privileges or powers of the Great Northern Company otherwise than is herein expressly provided.

For the protection of the Great Eastern Railway Company.

104. In constructing and maintaining the railways and works authorised by this Act where the same will cross under or over and otherwise affect the railways and works of the Great Eastern Railway Company (herein-after referred to as the Great Eastern Company) the Company shall be subject to the following provisions and conditions for the protection of the Great Eastern Company that is to say:—

(1) The Company shall not without the consent in writing of the Great Eastern Company under the hand of their secretary for the time being enter upon take use or interfere with any of the railways of the Great Eastern Company or any of the lands or works of that company or execute any works whatever under over or affecting the same until the Company shall have delivered to the Great Eastern Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer for the time being

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of the Great Eastern Company and all the intended works under over or affecting the railways and works of the Great Eastern Company shall be executed by the Company according to such approved plans and drawings and under the superintendence and control and to the reasonable satisfaction of the engineer for the time of the Great Eastern Company: Provided that if the said engineer shall not approve or disapprove the said plans and drawings within one month after they are submitted to him he shall be deemed to have approved the same and any difference which may arise between the Company and the Great Eastern Company as to the said plans and drawings shall be determined by arbitration in manner herein-after provided;

(2) The Company shall in constructing the viaduct and other works by which Railway No. 3 shall be carried over the Colchester main line of the Great Eastern Railway in the parish of West Ham provide two spans of such length as to give a clear width between the piers or abutments thereof of not less than seventy and twenty-six feet respectively measured on the square and of a clear height of fifteen feet throughout from the level of the existing lines of railway upon the said main line so as to enable the Great Eastern Company to widen the said railway by the addition of four lines of railway to be laid down partly or wholly on one or both sides thereof as their engineer may determine;

(3) The Company shall construct the viaduct and other works by which Railway No. 3 shall be carried over the North Woolwich Branch of the Great Eastern Railway in the township of Church Street in the parish of West Ham of such length as to give a clear width between the abutments thereof of not less than thirty feet measured on the square and of a clear height of fifteen feet throughout from the level of the lines of railway upon the said branch;

(4) The Company notwithstanding anything in this Act to the contrary shall construct the bridge over the Manor Road in the parish of West Ham which adjoins the North Woolwich Branch of the Great Eastern Company at the place where Railway No. 3 by this Act authorised will cross the said road of a clear span of at least thirty feet measured at right angles to the roadway and of a clear height of sixteen feet and the said bridge and abutments or piers thereof shall not be constructed so as in any way to interfere either temporarily or permanently

with the said North Woolwich Branch or the lines of railway thereon; A.D. 1882.

(5) The Company shall construct the viaduct and other works by which Railway No. 3 shall be carried over the widening of the North Woolwich Branch Railway in the parish of West Ham authorised by the Great Eastern Railway Act 1882 (or the site of the same as the case may be) near the place where the said widening will pass underneath the northern outfall sewer on the south side thereof so as to make provision for such widening and in such a manner as to give a clear span of thirty feet between the abutments of the said viaduct measured on the square and of a clear height of fifteen feet throughout from the rail level shown upon the deposited plans referred to in the Great Eastern Railway Act 1882; 45 & 46 Vict. c. clxvi.

(6) The Company shall construct the bridge and other works by which Railway No. 5 shall be carried over the North Woolwich Branch (high and low level lines) of the Great Eastern Company in the parish of West Ham of two spans and of such length as not in any way to interfere with either temporarily or permanently the free and uninterrupted use of the existing lines of railway upon the said high and low level lines or any of them and of a clear height of at least fifteen feet throughout from the level of the existing lines of railway upon the said branch provided that the Great Eastern Company shall permit the Company to construct an abutment or pier upon their land between the said high and low level lines but so as not to occupy more than five feet in width of the Great Eastern Company's land and provided that such abutment or pier shall not in any way interfere with the free and uninterrupted use of the lines of railway upon the said high or low level lines or any of them and provided further that the Company shall compensate the Great Eastern Company for all or any damage cost or injury which they may sustain or be put to by reason of the construction and maintenance of such abutment or pier preventing the Great Eastern Company utilising the proposed site thereof or any part of it for the purpose of widening or improving their said railways or laying down an additional siding or additional sidings thereon or for any other purpose for which but for the construction and maintenance of such abutment or pier the Great Eastern Company in their sole discretion might have used the same: Provided always that the Company may (notwithstanding anything herein contained) if they think fit construct the bridge by which Railway No. 5 shall be carried over the North Woolwich Branch (high and low level lines) of

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the Great Eastern Company of one span only and of such a length as not in any way to interfere with the free and uninterrupted use of the existing lines of railway upon the said high and low level lines or any of them and so as not to occupy any of the lands of the Great Eastern Company;

(7) The Great Eastern Company at or near the point where the Railway No. 3 by this Act authorised shall cross the said Colchester main line may from time to time erect and maintain such signals and other works and conveniences and appoint and remove such signalmen watchmen and other servants as may be necessary for their protection against detention of or interference with the traffic upon the said Colchester main line at or near the said point of crossing by reason of the construction and maintenance of the said Railway No. 3 interfering with the free and uninterrupted line of sight upon the said Colchester main line and the working and management of such signals works and conveniences and the control and direction of such watchmen pointsmen and other servants shall belong exclusively to the Great Eastern Company and all the costs and expenses during each half year of erecting and maintaining such signals works and conveniences and of employing and paying such signalmen watchmen and other servants shall at the expiration of each half year ending the thirtieth day of June and the thirty-first day of December be repaid to the Great Eastern Company on demand and in default the amount of such costs and expenses may be recovered by the Great Eastern Company from the Company in any court of competent jurisdiction;

(8) The Company shall construct so much of Railway No. 3 as shall pass under the Metropolitan Extensions Railway of the Great Eastern Company in the parish of Saint John at Hackney in such line within the limits of deviation as shall be reasonably approved by the engineer of the Great Eastern Company and so as to leave undisturbed at all times the lines of railway thereon and the other works connected therewith and the said Railway No. 3 shall be constructed of sufficient strength and in such a way as shall be reasonably approved by the engineer of the Great Eastern Company so as to admit of that company widening the said Metropolitan Extensions Railway by constructing two additional lines of railway upon the same at the point where the said Railway No. 3 will cross underneath it.

(9) The Company shall at all times maintain all bridges and other works over under or in any way affecting the railways and works of the Great Eastern Company and the works necessary

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and incidental thereto in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Great Eastern Company and if and whenever the Company fail so to do that company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Great Eastern Company may reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by that company from the Company in any court of competent jurisdiction;

(10) The railways and other works by this Act authorised shall so far as they affect any of the railways or works of the Great Eastern Company after the commencement thereof be proceeded with with all practicable despatch and if in the opinion of the engineer of the Great Eastern Company the Company shall not be proceeding in the construction and execution of the said railways and other works or any of them with all despatch as aforesaid it shall be lawful for the Great Eastern Company without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said railways and works or so much thereof as the engineer of the Great Eastern Company may consider desirable or expedient for the safety of their railways property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said railways and works had not been commenced or constructed and the Company shall on demand repay to the Great Eastern Company all payments costs damages and expenses which they may incur become liable or be put to in or about the matters aforesaid;

(11) During the construction of the railways and works by this Act authorised under across adjoining near to or affecting the railways property and works of the Great Eastern Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors signalmen and watchmen to be appointed by that company for watching their railways and the works thereof

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with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise;

(12) The Great Eastern Company may at any time or times hereafter by giving one month's notice to the Company under their common seal and without payment of any sum of money by way of acknowledgment for the easement which may be required for the purpose construct and thereafter maintain at their own expense any further additional line or lines of railway platforms or buildings in connexion with the said Metropolitan Extensions Railway of the Great Eastern Company in the parish of St. John at Hackney over the Railway No. 3 by this Act authorised as they may consider necessary or desirable but so as not in any way to obstruct impede or prejudicially interfere with the traffic or works of the Company;

(13) All bridges and works by this Act authorised over under or in any way affecting the railways of the Great Eastern Company shall be constructed and maintained so that the traffic upon the railways of the Great Eastern Company or any of them shall not be in anywise impeded or interfered with;

(14) If by reason of the construction or maintenance of the railways and works by this Act authorised or any of them or the failure of any of the works or of the maintenance thereof or otherwise any of the railways of the Great Eastern Company or the works connected therewith shall be injured or damaged or the traffic thereon impeded the Company shall compensate the Great Eastern Company for all injury costs damages and expenses which that company may suffer or be put to thereby and shall also pay by way of liquidated damages to the Great Eastern Company one hundred pounds for every hour during which such traffic shall be impeded;

(15) 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 any of the railways of the Great Eastern Company or by reason of any accident on the said railways or any of them 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;

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(16) The Company shall not acquire any estate or interest in the lands and property of the Great Eastern Company other than an easement or right of constructing or maintaining thereon the works by this Act authorised;

(17) The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845, with respect to the purchase of lands otherwise than by agreement;

(18) Nothing in this Act contained shall extend to diminish prejudice alter or take away any of the rights privileges or powers of the Great Eastern Company otherwise than is herein expressly provided;

(19) The Company and the Great Eastern Company may agree as to any variation or alteration in the works in this section provided for or as to the manner in which the same shall be executed;

(20) Any difference which may arise between the two companies under this enactment or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration. 22 & 23 Vict. c. 59.

Company not to oppose application to Parliament by Great Eastern Company for a junction.

105. The Company shall not oppose (except upon any question of engineering detail or for the purpose of obtaining the insertion of clauses reasonably protecting its interests in case Parliament should deem it advisable to insert the same) any application to Parliament by the Great Eastern Railway Company for authority to construct a junction between the railway of the Company and any of the railways of the Great Eastern Railway Company such junction to be made at any point between the place where Railway No. 3 by this Act authorised crosses the Hertford Union Branch of the Regent's Canal in the parish of Saint Mary Stratford-le-Bow and the point where the same railway crosses the railway of the London Tilbury and Southend Railway Company in the parish of West Ham.

For protection of the East Ham Local Board.

106. (1) The Company shall carry the railway over the Manor Road (numbered 10 on plan) in the parish of East Ham by a bridge of not less than forty feet span measured at right angles to the course of the said road and fifteen feet high from the level of the present road and they shall if so required by the East Ham Local Board lower the present road where it will pass under such bridge so as to make the clear height of the bridge sixteen feet.

(2) The Company shall at all times at their own expense keep the said bridge in proper and water tight repair and condition.

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(3) The Company shall not during the progress of the works shut up or in any way impede the public traffic along more than one half the width of the said road.

For the protection of the public highways within the Poplar district.

107. In the exercise of the powers by this Act conferred for the construction of the railways and works by this Act authorised within the district under the jurisdiction of the Board of Works for the Poplar district (herein-after called "the Poplar Board") the following provisions shall be observed and be carried into effect for the protection of the public highways and the public using the same:—

(1) One month at the least before the Company stop up and discontinue for public use the roadway over Three Colt Bridge in the parish of Saint Mary Stratford-le-Bow they shall:—

(A) Set back the eastern wall or fence of the land now the property of the canal company by this Act authorised to be sold and transferred to the Company situate on the western side of Parnell Road so as to allow the widening of Parnell Road to a uniform width throughout of forty feet to be continued northward to the bridge over the Hertford Union Canal called the Homerton Footpath Bridge at the end of that road and they shall throw open the said bridge and thenceforth maintain the same for use as and for a public carriage road in continuation northward of Parnell Road;

(B) Erect and thereafter maintain a footbridge over Railway No. 3 and the said canal for the free use of the public at or near the site of Three Colt Bridge in a position and in manner to be approved by the surveyor for the time being of the Poplar Board (such approval not to be unreasonably withheld) the width of the footway of such bridge and the approaches to the same shall be not less than 6 feet and the steps of the ascents of the bridge shall have at least one foot clear tread and six inches rise and the edges of the steps shall be squared;

(2) The Company shall not without the consent of the Poplar Board enter upon take and use or interfere with any part of the roadway or footways of Candy Street or Wenden Street in the parish of Saint Mary Stratford-le-Bow south of a line drawn along and in continuation of the north side of Candy Street;

(3) The bridge to be constructed for carrying the railway over Parnell Road aforesaid shall have a span of not less than forty

feet measured at right angles to the faces of the abutments so as to allow the said road to be widened to the extent hereinbefore mentioned and shall have a clear headway throughout of not less than fifteen feet at every part;

(4) The bridge to be constructed for carrying the railway over Wick Lane in the said parish of Saint Mary Stratford-le-Bow shall have a span of at least forty feet measured as aforesaid and a clear headway throughout of at least fourteen feet at every part;

(5) The faces of the abutments of the said bridges over Parnell Road and Wick Lane aforesaid shall in each case be built as nearly as practicable parallel to the main centre line of the roadway at the point of crossing and shall be placed in a position to be approved by the surveyor for the time being of the Poplar Board and the bridges shall as far as practicable be made water-tight: Provided always that in complying with the provisions of this subsection the Company shall not be compelled to place any part of the bridge over Wick Lane on the property numbered on the deposited plans 103 in the said parish of Saint Mary Stratford-le-Bow;

(6) If any difference shall arise between the Company and the Poplar Board or between the Company and the surveyor for the time being to the Poplar Board touching the carrying out of the foregoing provisions of this section or any of them the same shall be from time to time referred to and determined by an engineer to be agreed upon by the Company and the Poplar Board or failing agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the decision of the engineer shall be final and binding on the parties and be carried into effect by the Company and the costs of reference shall be in the discretion of the said engineer;

(7) The Company shall not affix or suffer to be affixed hung up posted or exhibited upon at or near the archways under the said bridges over Parnell Road and Wick Lane or the approaches thereto any notice or advertising board bill or poster of any description other than such as shall relate to the business of the Company or do or suffer to be done anything whereby the said bridges may be disfigured or whereby the passage along the roads under the said bridges with horses and carriages may be endangered.

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For protection of the Gaslight and Coke Company.

108. For the protection of the Gaslight and Coke Company (in this section referred to as "the gas company") the following provisions shall have effect (that is to say):

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

(B) And whereas there are divers mains pipes syphons and other apparatus belonging to the gas company in divers streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to the streets highways roads footpaths lanes courts passages and other places as aforesaid and such streets or other places or some of them will or may be done away with under the powers of this Act therefore when the Company for any purposes of this Act take any of those

mains pipes syphons or other apparatus they shall pay to the gas company the value thereof and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered;

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

(d) It shall be lawful for the gas company and the engineer workmen and others in their employment at all times when it may be necessary to enter upon the railway lands and premises of the Company for the purpose of laying and to lay any mains or pipes over the said railway lands works and premises or any part thereof and to do all such works in and upon such railway lands and premises as may be necessary for laying repairing maintaining or removing or replacing such mains or pipes over the same railway lands and premises: Provided that the gas company shall not lay any mains or pipes in or under any tunnel through which the railways may be constructed nor in or under the platform or other works of the stations of the Company: Provided always that in so doing the gas company shall not interrupt the traffic passing on the said railway in any manner: Provided also that the expense of all repairs or renewals of the said pipes or mains or any works in connexion therewith which may at any time hereafter be rendered neces-

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sary by the acts or defaults of the Company their contractors agents workmen or servants or any person in their employ shall be borne and paid by the Company and may be recovered against them by the gas company in any court of competent jurisdiction;

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

(F) The Railway No. 3 by this Act authorised shall be carried over the road known as the Beckton Road in the township of Plaistow in the parish of West Ham by means of an iron girder bridge with a span of not less than the entire width of the said road and of the footpaths on either side thereof and of a height above such road of not less than sixteen feet and the Company shall place and for ever after maintain below the iron girders of such bridge corrugated iron or zinc for the purpose of preventing the dripping of water upon the said road and footpaths and if the Company or their contractors agents or servants shall use or otherwise interfere with the said road during the construction of the authorised works the Company shall keep the said road and footpaths in repair during such user and on the completion of such works the Company shall leave the said road and footpaths in at least as good a state as they shall be in at the time of the commencement of the user thereof by the Company or their contractors agents or servants and no obstruction shall at any time be placed upon the said road so as to interfere with the passage of traffic along the same;

(G) The Railway No. 4 by this Act authorised shall be carried over the Beckton Railway in the township of Plaistow in the parish of West Ham by means of an iron girder bridge and in accordance with plans and sections to be approved of by the engineer for the time being of the gas company the intention

being that the traffic upon the Beckton Railway shall in no way be interfered with;

(h) 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 Railways Clauses Consolidation Act 1845;

Easements only in land of gas company to be acquired.

(i) With respect to any land of the gas company which but for this enactment the Company would by this Act from time to time be authorised to enter upon take and use they shall not purchase and take the same without the consent in writing of the gas company but they may purchase and take and the gas company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same and in settling the amount of compensation to be paid to the gas company for any land taken or prejudicially interfered with regard shall be had to the fact that the land of the gas company in the parish of West Ham is building land;

(k) Provided always that except as is by this Act expressly provided this Act or anything herein contained shall not take away diminish alter or prejudice any of the rights powers privileges or authorities of the gas company.

Provisions for the protection of the Grand Junction Waterworks Company.

109. Whereas certain mains pipes services and other works belonging to and now in use by the Grand Junction Waterworks Company (in this section called the water company) for the purpose of their water supply will or may in the execution of the works by this Act authorised be intersected or otherwise interfered with therefore the following provisions shall have effect:—

(a) All works matters or things which the Company may be empowered or required to do or execute with reference to the mains pipes services or other works of the water company shall be done and executed by and at the expense of the Company but to the entire satisfaction of and in such manner as shall be reasonably required by the engineer for the time being of the water company Such works matters or things shall not be commenced until after fourteen days notice thereof in writing shall have been given by the Company to the water company and if the water company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such work matter or thing require that the water company shall by their own engineer or workmen do or execute such work matter or thing the water company may on the expiration of the first-

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mentioned notice do or execute the same and the Company shall on the completion thereof pay to the water company the reasonable expenses incurred by them in the execution thereof;

(b) The Company shall bear the reasonable expenses of and incident to the superintendence and watching by the water company or their engineer or officers of all or any of the works by this Act authorised during the progress and until the completion of the same and by which any main pipe service or work of the water company shall be interfered with;

(c) If any interruption whatsoever in the supply of water by the water company shall be in any way occasioned by the Company or by the 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 fully compensate the water company for any damage or loss which may be sustained by them in consequence of such interruption and if the Company fail to pay to the water company that compensation on demand the same may be recovered with full costs of suit by the water company by proceeding in any court of competent jurisdiction;

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

(e) The water company and their engineer and workmen may at all reasonable times when necessary enter upon the railway and the incidental works connected therewith for the purpose of laying and maintaining and may lay and maintain any mains pipes services or other works needful or proper for carrying on their supply of water under or over the said railway and works where such mains pipes services or other works now exist and in every case in which the works of the Company shall interfere with the mains and pipes of the water company the Company shall give every reasonable facility for the provision being made so as to allow such mains and pipes to be replaced by mains and pipes of a larger size: Provided always that the water company shall in the exercise of these

powers do as little damage as possible and shall not interrupt or prejudicially interfere with the traffic passing on the railway or other property of the Company and that all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company;

(F) If any difference shall arise between the Company or their engineer and the water company or their engineer touching the amount of any costs expenses or charges under the provisions of this Act or any Act incorporated therewith to be paid by the Company to the water company or touching any work matter or thing with reference to the mains pipes services or other works of the water company under such provisions to be done or executed by the Company or the water company or the mode of doing or executing the same such difference shall be settled by arbitration in accordance with the provisions of the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration;

(G) Except as in this Act specially provided nothing in this Act shall prejudice diminish alter or take away any of the rights privileges powers or authorities of the water company.

For the protection of the East London Waterworks Company.

110. Whereas divers mains pipes services and other works belonging to the East London Waterworks Company (in this section called "the water company") have been laid down and maintained and are now in use by that company for the purpose of their water supply in divers streets highways roads passages and other places within the limits shown on the deposited plans and the same will or may in some cases be destroyed and rendered useless and in other cases be intersected or otherwise interfered with by the Company in the execution of the works by this Act authorised. Therefore the following provisions shall have effect:—

(A) When the Company for the purpose of any of the works by this Act authorised acquire and appropriate any houses buildings and lands which are served with water by the mains pipes services or works of the water company laid down and maintained for the purpose by the water company in any street highway road passage or other place so that the same mains pipes services and works or any of them become useless for supplying water the Company shall pay to the water company the cost to the water company of such mains pipes services and works and their expenses in and about the laying down of the same in their then position and the same shall thereupon become the property of the Company and the Company shall also pay to the water company their reasonable charges

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for removing any of their mains pipes services and works in immediate communication therewith and which the works of the Company shall render useless;

(b) Unless the Company for the purposes of this Act acquire and appropriate all the houses buildings and land which are served with water by the mains pipes services or works of the water company laid down and maintained for the purpose of the water company in any street highway road or place the Company shall before altering or interfering with such mains pipes services or works or the position thereof at their own expense and to the reasonable satisfaction and under the superintendence of the water company's engineer make by the laying down of other mains pipes services and works in proper and convenient position or by such other means as shall be satisfactory to the engineer of the water company and generally in such manner as shall be effectual due and sufficient provision for preserving the supply of water to such of those houses buildings and lands as from time to time are not acquired and appropriated by the Company;

(c) In constructing the railways the Company shall in respect of the mains pipes services and other works of the water company conform with and observe (subject and without prejudice to the provisions of this Act) the provisions in that behalf with respect to the construction of the railways and the works connected therewith of the Railways Clauses Consolidation Act 1845 and those provisions shall (subject and without prejudice to the provisions of this Act) extend and be applicable to the railways and the incidental works connected therewith;

(d) The water company and their engineer and workmen may at all reasonable times when necessary enter upon the railways and the incidental works connected therewith for the purpose of laying and maintaining and may lay and maintain any mains pipes services or other works needful or proper for carrying on their supply of water under or over the said railways and works: Provided always that the water company shall in the exercise of this power do as little damage as possible and shall not interrupt or prejudicially interfere with the traffic passing on the railways or other property of the Company;

(e) The Company shall before altering or interfering with any main pipe service or work of the water company at their own expense and under the superintendence and to the reasonable satisfaction of the water company's engineer make by the

laying down of other mains pipes services and works in a proper and convenient position or by such other means as shall be satisfactory to the engineer of the water company and generally in such manner as shall be effectual due and sufficient provision for preserving the supply of water now carried on by existing mains pipes services and works of the water company in the several streets roads or highways and bridges or works which will be intersected or interfered with by the Company in the making of the intended widening variation or alteration of the canal and the bridges over the same authorised by this Act;

(F) Any alteration of or interference with any existing main pipe service or work of the water company by the Company for any of the purposes by this Act authorised shall not be commenced until after fourteen days previous notice thereof in writing shall have been given by the Company to the water company and if the water company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such work of alteration or interference require that the water company shall by their own engineer and workmen execute such work they may on the expiration of the first-mentioned notice execute the same and the Company shall on the completion thereof pay to the water company the reasonable expenses incurred by them in the execution thereof;

(G) All substituted or altered mains pipes services and works laid down or altered in accordance with this section shall be laid down in due conformity with the Acts relating to the water company and with a covering of at least one foot six inches from the surface of the street road or highway other than the roadway of bridges in which respectively the same may be laid over the same and in the case of the roadway of bridges with a covering of at least twelve inches from the surface of the roadway and all such mains pipes services and works shall thereafter be the property of the water company;

(H) In constructing the Railway No. 3 and the works connected therewith by this Act authorised where that railway and those works respectively will cross over or interfere with the mains pipes services works and apparatus of the water company laid or to be diverted in manner herein-after mentioned in the properties or some or one of them respectively numbered on the deposited plans 115 117 and 119 in the parish of Saint Mary Stratford Bow in the county of Middlesex and 2 and 2A in the

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parish of West Ham and township of Stratford in the county of Essex the Company shall at their own expense construct and at all times thereafter maintain to the entire satisfaction of and in such manner as shall be required by the engineer of the water company an arch of twenty feet span measured on the square with a clear headway throughout of ten feet so as to leave the said mains pipes and other works accessible for the purposes of maintenance renewal and repair or other the purposes of the water company and the Company shall not without the consent in writing of the water company under their common seal in any manner alter the position of the said mains pipes and other works in this subsection mentioned and shall not commence the construction of the said arch until after fourteen days notice thereof in writing shall have been given by the Company to the water company;

(I) The Company shall not without the consent of the water company purchase and take any lands or property of the water company coloured red on a plan prepared in duplicate and signed by William Henry Barlow on behalf of the Company and by William Booth Bryan on behalf of the water company (and herein-after in this section referred to as the signed plan) being the whole or a portion of lands numbered on the deposited plans 115 117 118 and 119 in the parish of Saint Mary Stratford Bow in the county of Middlesex and numbered 2A in the parish of West Ham and township of Stratford in the county of Essex;

(K) The Company shall before constructing any portion of Railway No. 3 on lands or property of the water company lay down to the satisfaction of the engineer of the water company sufficient mains pipes services works and apparatus in the course of the dotted blue lines marked on the signed plan so as to preserve effectually the supply of water now carried on by existing mains pipes services works and apparatus of the water company;

(L) The Company shall bear the reasonable expenses exclusively occasioned by the superintendence and watching by the water company or their engineer or officers of all or any of the works by this Act authorised by which any main pipe service or work of the water company shall be interfered with during the progress and until the completion of the same;

(M) If any interruption whatsoever in the supply of water by the water company shall be in any way occasioned by the Company or by the acts of any of their contractors agents workmen or

servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the water company for the use and benefit of the water company the sum of ten pounds for every hour during which such interruption shall continue such sum to be recovered by the water company in any court of competent jurisdiction;

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

(O) If any difference shall arise between the Company or their engineer and the water company or their engineer touching the amount of any costs expenses or charges under the provisions of this Act or any Act incorporated therewith to be paid by the Company to the water company or touching the mains pipes services or other works under such provisions to be laid down constructed or maintained by the Company or the water company or the mode of laying down or constructing the same or the position thereof such difference shall be settled by an arbitrator to be agreed upon or failing agreement by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers;

(P) Except as in this Act specially provided nothing in this Act shall prejudice diminish alter or take away any of the rights privileges powers or authorities of the water company.

For protection of the Zoological Society of London.

111. For the protection of the Zoological Society of London (herein-after referred to as the Society) the following provisions shall have effect (that is to say):—

(A) The Company shall at their own cost and expense and within the time herein limited for the completion of the works of such part of the railway and works as shall be within the gardens and premises of the Society and subject to the terms and conditions herein-after contained construct the works and perform the several acts herein-after mentioned and on their part to be performed and observed;

(B) The Company shall cover in so much of the railway as shall be in or upon the gardens and premises of the Society and also so much of the railway as shall be on the west side of the said

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gardens and premises of the Society as shall measure in length fifty yards (or thereabouts) from the point of contact of the railway with the said gardens and premises of the Society on the west side;

(c) The Company shall construct upon so much of the railway (so to be covered over as aforesaid) as shall be within the gardens and premises of the Society a terrace walk capable of sustaining ten hundredweight to the square foot with a parapet on the side of the said terrace which is nearest to the Regent's Canal being the south face of the covered way and terrace wall next the towing path of the canal with the cornice thereto and the balustrade or parapet to the terrace to be formed above the covered way shall be of handsome architectural design and of such appropriate materials as may be approved by the surveyors for the time being of the Society and of the Commissioners of Her Majesty's Woods Forests and Land Revenues and of the Commissioners of Her Majesty's Works and Public Buildings the dressings being Portland stone or of material to be approved as aforesaid not inferior thereto and shall be erected and completed in all respects to the satisfaction of the said surveyors and in accordance with the usual working drawings and specifications to be approved by them in writing before the commencement of the works: Provided always that the Company shall with the consent of the Crown construct a continuation of the said terrace of the same dimensions and in the same manner as above described to the eastward of the said proposed termination of the said terrace herein-before described from the said point of termination to the eastern boundary of that portion of the Society's Gardens which abut upon the north side of the canal and up to the face of the footbridge of the Society shown upon the deposited plans and sections or to the face of the public bridge further east as may be agreed upon the said terrace to be connected by steps or otherwise with the two bridges of the Society so as to give good access from the said bridges to the said terrace;

(d) The Company shall fill up the whole of the space between such covered over portion of the railway within the said gardens and premises of the Society and the remaining portion of the slope of the north bank of the Regent's Canal so as to be as far as practicable a level or gradual slope;

(e) The Company shall construct for the use and benefit of the Society a bridge at or about the western extremity of the north gardens of the Society to be carried over the Regent's Canal

and the railway which shall be there situated. The said bridge shall be as similar in design and construction to the existing bridge of the Society over the canal as the position and construction of the covered way may render possible;

(F) The Company shall construct a main drain with a fit and proper outfall under or alongside of such part of the railway as shall be in or upon the gardens and premises of the Society in such manner as to intercept and carry off the drainage of so much of the said gardens and premises of the Society on the north side of the Regent's Canal as have heretofore been drained into the said canal;

(G) The Company shall subject to the approval of the Crown construct for the sole use and benefit of the Society at a spot to be agreed upon between the parties hereto a lay-bye for barges to receive and deliver goods in the gardens and premises of the Society such lay-bye shall be of the dimensions and constructed in the manner following that is to say eighty feet in length and fifteen feet in width measured from the south side of the waterway of the canal as and when altered under the powers of the Act with a depth of five feet of water below the weir level of the Hampstead Road Lock of the Regent's Canal. The Society shall subject to such approval as aforesaid free of charge by them provide and furnish to the Company the land necessary for the construction of such lay-bye. The Company shall from time to time and as often as occasion requires maintain and keep the said lay-bye in good repair;

(H) The whole of the works of such part of the railway as shall be within the gardens and premises of the Society shall be completed by the Company within twelve months after the same shall have been commenced;

(I) The Company shall from time to time as often as the same may happen repair and make good all damage which shall from and after the commencement of the works hereby agreed to be executed be occasioned by landslips to the gardens and premises of the Society on the north side of the said canal and so far as the bank on the south side may be affected by the execution of the works and shall keep the Society indemnified against all claims and demands which may be made upon the Society in respect of any such landslips as aforesaid if arising from defective construction;

(J) The Company shall not during the construction of the railway and the works herein specified interfere with or cause any

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interruption to the public accesses or any of them to the gardens of the Society unless and until the Company shall have first provided at their sole cost and expense and as a condition precedent to the construction of the railway and works as good and convenient an access or accesses of a temporary nature to the reasonable satisfaction of the surveyor of the Society as those so interrupted respectively and the Company shall within six calendar months thereafter restore the original access or accesses: Provided always that if the Company shall fail so to restore the same within the time aforesaid then and in every such case they shall pay to the Society such compensation in respect thereof as shall be agreed upon between the parties hereto or failing agreement as shall be settled by arbitration as provided by sub-section L;

(K) Subject to the provisions of the scheduled Crown agreement the Company or their engineer or engineers surveyor or surveyors for the time being may as often as occasion shall arise but at seasonable and convenient times enter into and upon the terrace and other the works so to be constructed as aforesaid for the purpose of repairing and maintaining the same;

(L) The Society shall be at liberty at any time to appoint a surveyor to act on their behalf to see that the provisions of this section of this Act on the part of the Company are performed and observed and duly carried out by the Company and the Company shall in such case from time to time pay his reasonable costs and charges: Provided always that not more than one surveyor shall at any one time be acting for the Society under this provision;

(M) If any dispute or difference shall arise between the Company and the Society touching any matter whatsoever herein contained or the operation or construction thereof or the rights duties or liabilities of either party under or in connexion with this section of this Act then and in every such case the dispute or difference shall be referred to Arthur Cates Esquire of Whitehall Yard or him failing a surveyor to be appointed by the President of the Institution of Surveyors for the time being whose decision in the matter referred to him shall be final and binding on both parties. Such reference shall be deemed to be an arbitration within the Common Law Procedure Act 1854 and be subject to the provisions relating to arbitration contained in that Act and an arbitration and award thereunder shall be a condition precedent to any right of action touching any matter contained in this section.

17 & 18 Vict. c. 125.

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For protection of Paul Aspinall.

112. Notwithstanding anything contained in this Act the Company shall not permanently take for the purposes of their undertaking the property numbered 21A on the deposited plans for the parish of Saint Leonard Shoreditch but the Company may take and acquire and Paul Aspinall and all other persons interested therein shall grant an easement in over and under the same. The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

For protection of the vestry of Saint Mary Islington.

113. For the protection of the vestry of Saint Mary Islington in this section called the vestry (in addition to the other clauses herein for protection) be it enacted as follows:—

(1) That before the Company shall break up any street within the parish of Saint Mary Islington in these subsections called "Islington" they shall give to the vestry notice thereof in writing and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing such work;

(2) That before the Company shall commence any works in Islington which shall cause any temporary diversion or obstruction of any street or which shall cause any inconvenience to traffic the line of the said diversion and the arrangement and provision for the passage of traffic shall be submitted to the vestry and the Company shall before commencing any such works at their own expense make such reasonable arrangement and provision for the passage of traffic as the vestry shall in writing require;

(3) That the Company shall within six months after any part of any street shall have been first broken up fill up and restore the streets in a well rammed and workmanlike manner in such manner and with materials of a like description not being of a more expensive kind as the vestry may (in writing) direct and to the reasonable satisfaction of the vestry and the Company shall also at their own expense keep and maintain in such manner and with such materials as aforesaid as the vestry may from time to time (in writing) require the streets including the footways thereof in good and substantial repair in every respect to the reasonable satisfaction of the vestry for twelve months next after the same shall have been so restored as aforesaid and if the Company fail refuse or neglect to comply with the written request of the vestry and do not carry out or execute such works with such materials as afore-

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said and in such manner as the vestry may reasonably direct then and in that case the vestry may themselves or by their officers or contractors at the expiration of ten days after the service of the notice of request to the Company (which notice of request shall be delivered at the office of the Company) proceed to carry out and execute the works matters and things referred to in the said notice of request and the Company shall pay to the vestry on demand the cost of the works so executed;

(4) That in the formation of all new bridges or arches within Islington carrying the streets over the railway and works and canal alteration variation and works the said bridges or arches shall be constructed or reconstructed and maintained of the full width of forty feet between the parapets and in the case of all streets of greater width than forty feet the said bridges or arches shall be constructed or reconstructed and maintained of the full width of the said streets including the forecourts of the houses where such forecourts exist if reasonably required by the vestry. The walls of the parapets shall be at least eight feet in height above the level of the back line of the footways. The roadway and footways on the bridges or arches and for fifty feet on each side thereof shall be paved with new cubes and new stone flagging to the reasonable satisfaction of the vestry. All the old stones and materials to be the property of the vestry. The inclination on each side shall not be made by the works of the Company steeper than at present (less than one in forty) and the structure of all bridges or arches shall be for ever hereafter maintained and repaired by the Company to the reasonable satisfaction of the vestry;

(5) That new bridges shall be constructed to carry the Wharf Road and Packington Street over the canal with roadways and footpaths at the inclination and maintained as in the last sub-section. The urinal at Thornhill Place shall be removed and re-erected at the cost of the Company at a place to be provided by the Company with the reasonable approval of the vestry;

(6) Nothing herein contained shall empower the Company to permanently stop up appropriate or use the sites or soils of Canal Terrace (York Road) Bath Place London Street Buckingham Street Thornhill Bridge Place except so much thereof respectively as is included within the limits of deviation shown on the deposited plans or any part of Noel Street or Canal Terrace (Saint Peter's) or the approaches thereto and the Company shall purchase at a valuation any wall fence rail post or other material thereon respectively or on any other street or

any part thereof in Islington belonging to the vestry and the Company shall not interrupt or interfere with any other streets in the parish of Islington or any wall rail post property or material thereon or interrupt or interfere with the sewers or drains thereunder except with the consent in writing of the vestry;

(7) The Company shall from time to time pay to the vestry the extra charges and expenses incurred by the vestry in the reparation maintenance and cleansing of the streets of the parish occasioned during the construction of the works of the tunnel or covered way adjoining the existing tunnel of the canal company at Islington and of the tunnel proposed to be constructed adjoining the Copenhagen tunnel in Islington by the works or carts or other vehicle of the Company and this sum shall be chargeable to and be paid by the Company or recovered from them in a summary manner if necessary by the vestry in the same manner as the expenses of extraordinary traffic on highways is recoverable under the Highways and Locomotives Amendment Act 1878. 41 & 42 Vict. c. 77.

(8) The Company shall not construct any ventilating shaft and shall not make any opening in or works for those purposes upon the surface of York Road Caledonian Road Barnsbury Road Liverpool Road High Street Upper Street or the footpaths thereof nor in any other street in Islington without the previous consent in writing of the vestry anything herein contained to the contrary notwithstanding;

(9) That no alteration of the surface levels of the streets shall except so far as may be necessary in the construction of any new bridges or approaches thereto which may be required by the vestry under the preceding subsections be made by the Company without the previous consent (in writing) of the vestry being obtained notwithstanding anything in the Railways Clauses Act 1845 or any other Act or Acts;

(10) That the Company shall at their own expense during the construction of the works at all times fence and guard and at night cause to be lighted and watched any street sewer or drain opened or broken up by them in Islington;

(11) That the flanks or parts of any houses which may be partly removed or be altered by the Company for the purpose of the works shall be well and sufficiently restored or built up in a workmanlike manner to prevent any unsightly appearance to the reasonable satisfaction of the vestry and shall not be used as an advertising station;

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(12) That the Company shall not place or allow to be placed on the outside of any station depôt or works in Islington any notice board or placard except those relating to the business of the Company and this provision shall apply not only to the works when executed but to the works during construction and the fences and hoardings of the same;

(13) That while the Company are possessed under the authority of this Act of any lands houses buildings or other property assessed or liable to be assessed to any district general or special rate and until any works to be constructed in the Islington district are so far completed as to be assessed or liable to be assessed to any amount equal to or greater than the aggregate of the gross rateable value of the said lands houses buildings and property in the last rate made under any precept issued by the vestry of Islington the Company shall be liable to make good and shall make good and pay the deficiency in the assessments by reason of such lands houses buildings or other property being taken or used by them and the deficiency shall be computed according to the rental at which such lands buildings and property are now rated under the last precept issued by the said vestry;

(14) That all works affecting any street or sewer under the jurisdiction of the vestry shall be executed and done to the reasonable satisfaction of the said vestry and at the costs charges and expenses of the Company and any additional costs charges and expenses of the said vestry occasioned by any act or proceedings of the Company in the construction of their works shall be defrayed by the Company;

(15) That when any 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 street sewer drain watercourse defence or work under the jurisdiction or control of the vestry or with any street sewers or works to be made or executed by the vestry or shall or may in any way affect the sewerage or drainage of the district under their control the Company shall not commence such work until they shall have given to the said vestry twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the vestry hall for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the said vestry shall have signified their approval of the same (unless the vestry do not signify their approval disapproval or other directions within twenty-one days

after the service of the said plans sections and particulars aforesaid) and the Company shall comply with and conform to all reasonable directions and regulations of the vestry in the execution of the works and shall provide by new altered or substituted works in such manner as the vestry may reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the intended works or any part thereof and shall save harmless the vestry against all and every expense to be occasioned thereby and all such works shall be done under the direction superintendence and control of the surveyor or other officer or officers of the vestry (unless such vestry refuses or neglects to give such superintendence at the time specified in such notice as aforesaid or discontinue the same during the work) at the reasonable costs charges and expenses in all respects of the Company and all additional costs charges and expenses which the vestry may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the vestry 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 vestry as any sewers or works now are or hereafter may be and nothing in this Act shall extend to prejudice alter diminish or take away any of the rights powers or authorities vested or to be vested in the vestry or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed;

(16) That any difference which may arise between the Company and the vestry under this enactment shall be from time to time referred to and be determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of the arbitration shall be in the discretion of the arbitrator;

(17) Before commencing any work in Islington the Company shall deposit in the National Provincial Bank of England in the name of the vestry the sum of three thousand pounds as a deposit for the due restoration of the streets and the additional costs and charges of the vestry occasioned in and about the necessary inspection and superintendence of the works of the

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Company during construction and for twelve months after the completion of the works. If the Company restore such streets or pay the costs and charges of the vestry in relation thereto and the costs and charges of the vestry during construction and the necessary inspection and superintendence of the works for twelve months after completion thereof the said deposit shall be returned to the Company. If the Company shall not restore the streets as aforesaid and the vestry shall incur any costs charges or expenses in such restoration inspection and superintendence then they shall be at liberty to repay themselves and are hereby in that case authorised to repay themselves all such costs and charges out of the said deposit and the balance (if any) shall be repaid to the Company: Provided nevertheless that if such deposit shall not be sufficient to reimburse the vestry all the aforesaid charges then the Company shall on demand pay the difference to the vestry provided also that this provision shall not prejudice or affect the liability of the Company to pay to the vestry such reasonable costs and charges as the vestry may incur or be subjected to by any act of the Company after the said period of completion and shall not prejudice or affect the liability of the Company to reimburse to the vestry all or any loss occasioned by the depreciation of rates as herein-before provided;

(18) In these subsections the word "railway" and the word "works" shall respectively mean and include the railway and works and the canal alteration variation and works authorised by this Act and the word "streets" "sewers" and "drains" shall have the same meaning and definition as the word "streets" "sewers" and "drains" in the Metropolis Local Management Acts 1855 and 1862 except that the word "street" shall not be construed to mean and include any bridges.

18 & 19 Vict. c. 120. 25 & 26 Vict. c. 102.

For protection of vicar &c. of Saint Andrew's Plaistow.

114. In the making of the railway numbered 3 in the Bill the said Company shall not make the same nearer to Saint Andrew's Church than the rear of the houses now situate on the south-west side of Saint Andrew's Road in the township of Plaistow in the parish of West Ham which houses are numbered 60 to 64 upon the deposited plans for that parish: Provided that if in carrying out the proposed works it should be found necessary by the Company to remove the said houses or any part of them or any part thereof the said Company shall reconstruct them or such part as is removed to the same height as they are present.

For protection of Richard

115. The Company shall in the construction of the said works in the said parish of West Ham carry the said proposed railway over

the Manor Road there by an iron girder bridge having a width in the clear on the east side of the Great Eastern Railway of not less than fifty feet and a height of not less than sixteen feet so as to permit of the construction of a new road or the widening of the existing road to a width of not less than fifty feet underneath the said bridge and shall also construct two bridges one on the north and the other on the south side of the London Tilbury and Southend Railway where the Company's proposed line crosses that railway each of such bridges to be constructed entirely upon the lands of Richard Baggallay Bull Mary Willis Bull James Willis Bull and Hannah Bull and clear of the railway and to have a width of not less than twenty-five feet and a height of not less than sixteen feet in the clear.

As to application of certain moneys payable in respect of the Paddington estate.

6 G. 4. c. xlv.

116. All or any of the moneys now or hereafter to become payable by the Company in respect of an estate in the parish of Paddington in the county of Middlesex known as the Paddington Estate (held of the see of London under a lease for ninety-nine years renewable for ever at the end of every fifty years in the manner stated in an Act of Parliament passed in the sixth year of the reign of His Majesty King George the Fourth intituled "An Act to "enlarge the powers of several Acts passed in the thirty-fifth forty-"fourth forty-fifth and forty-eighth years of the reign of His late "Majesty King George the Third for enabling the Lord Bishop of "London to grant a lease with powers of renewal of lands in the "parish of Paddington in the county of Middlesex for the purpose "of building upon and to appoint new trustees and for other "purposes relating thereto and in the several Acts of Parliament "therein referred to") for the purchase by the Company of the interests of the Ecclesiastical Commissioners and trustees in any portion of the said estate and all or any of the moneys now or hereafter to become payable by the Company (in respect of the interests of the said Ecclesiastical Commissioners and trustees in the said estate) for compensation or otherwise may from time to time upon an order of the Court of Chancery made in a summary way on the petition of the trustees for the time being of the Paddington Estate and of the said Ecclesiastical Commissioners their successors or assigns be paid to the trustees for the time of the said estate to be by them with the consent and approbation of the said Ecclesiastical Commissioners their successors or assigns expended and applied for the purposes for which the sum of twenty thousand pounds raiseable by way of mortgage under the powers of the last-mentioned Act (which was afterwards raised and has since been paid off and discharged) was by the same Act authorised to be expended

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and applied and the costs of every such application to the Court of Chancery shall be borne by the Company.

Confirming agreement with Mr. Benyon.

117. The agreement dated the fifteenth day of April one thousand eight hundred and eighty-two made between Richard Benyon of Englefield House Reading in the county of Berks of the one part and Sir George Henry Chambers of Number 4 Mincing Lane in the city of London merchant and William Hamilton Crake of Number 71 Old Broad Street in the said city merchant of the other part (two of the promoters of the Company incorporated by this Act) a copy of which is set forth in the Fourth Schedule to this Act is hereby confirmed and full effect may and shall be given thereto.

For the protection of the East London Cemetery Company.

118. For the protection of the East London Cemetery Company (in this section referred to as the cemetery company) the following provisions shall have effect that is to say :—

(1) All works executed adjacent to the cemetery shall be so executed under the superintendence and to the reasonable satisfaction of the engineer of the cemetery company and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the cemetery company ;

(2) The works shall be constructed and maintained so as not to injure the puddle wall of the cemetery or to interfere with the drainage thereof or with the drain constructed along and outside the north boundary of the cemetery and which carries off the water from land adjacent thereto and if by reason of the construction or maintenance of the works or by their user when constructed the said wall shall be in any way injured or the said drainage or drain shall be in any way injuriously affected the Company shall at their own cost in all things forthwith restore the said wall and reinstate the said drainage to the reasonable satisfaction of the cemetery company ;

(3) The Company shall not construct any pier abutment pillar embankment arch bridge foundation or other work which will prejudicially interfere with or render less convenient the existing access to the cemetery on the north side thereof and any arch or bridge carrying the railway over such access shall have a headway throughout above the level of the road thereunder of not less than sixteen feet ;

(4) The Company shall complete all works in any way affecting the cemetery within six months from the time of their commencing the same and shall forthwith after such completion restore and replant with shrubs to the reasonable satisfaction

of the cemetery company any portion of the cemetery interfered with by the execution of the said works and so planted as aforesaid;

(5) The Company shall not narrow the road called "Upper Road" and shall carry their railway thereover by an arch having throughout a headway of not less than sixteen feet at the crown;

(6) The Company shall make compensation to the cemetery company for all loss of business damage and expense they may suffer or be put to by reason of any influx of water into the cemetery or of any stoppage of the drainage or of any interference with the access to the cemetery arising from the construction maintenance or user of the works by this Act authorised such compensation in case of difference to be settled in manner provided by the Lands Clauses Consolidation Act 1845 for the settlement of cases of disputed compensation;

(7) If any difference arise between the Company and the cemetery company touching any work to be done or not to be done in pursuance of this section such difference shall be settled by an engineer to be appointed unless otherwise agreed on between the parties within one month after the difference shall have arisen on the application of either of them by the President for the time being of the Institution of Civil Engineers.

For protection of the New River Company.

119. The Company in constructing the railway and works authorised by this Act shall so far as the said works affect the New River Company's works property rights and interests be subject to the following regulations:—

(1) Before commencing any such works they shall give to the said New River Company sixteen days notice of their intentions so to do and shall either before or at the time of serving such notice submit plans and sections of the proposed works with detailed descriptions of the mode of executing the same for the reasonable approval of the engineer for the time being of the said New River Company and such works shall not be commenced without the reasonable approval of the engineer of the New River Company first obtained; Provided always that if such engineer shall refuse or neglect to approve the same plans and sections respectively within the space of one calendar month after they shall have been submitted to him or if any difference of opinion shall arise as to the proposed works or as to the mode of executing the same such difference shall be settled by an engineer to be appointed by the President of the Institution of Civil Engineers for the time being on the appli-

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cation of either party and the costs of such reference shall be borne as such arbitrator shall direct;

(2) In the event of any injury to the New River Company's river or banks mains or pipes or other works by reason of the said works of the Company authorised by this Act or by any act or default of the Company their agents or contractors whether the same shall happen during the construction of the railway or after the railway shall have been completed and opened for traffic or in the event of any loss to the New River Company from any interruption of their supply of water through any act or default of the Company their agents or contractors the Company shall be answerable and shall pay to the New River Company all damages and make good all loss arising therefrom and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the said river or banks mains or pipes or other works and any question which may arise as to any such expense or damages shall at the request of either party be referred to a civil engineer to be appointed as herein-before provided and the award of such engineer shall be final and conclusive and the cost of such reference shall be borne as such arbitrator shall direct;

(3) If any interruption whatever in the supply of water by the New River Company shall be in any way occasioned by any act or default of the Company their contractors or agents the Company shall forfeit and pay to the New River Company for the use and benefit of the said company the sum of twenty pounds for every hour during which such interruption shall continue and shall save harmless the New River Company from all damages and costs in respect of any such interruption such sum damages and costs to be recoverable by the New River Company in any court of competent jurisdiction;

(4) All works in any way affecting the said New River Company shall be done under the direction and to the reasonable satisfaction of the engineer for the time being of the New River Company;

(5) Nothing in this Act contained shall prejudice take away lessen or interfere with any of the property rights powers interests and privileges of the New River Company otherwise than is herein expressly provided.

For protection of the West Ham School Board.

120. And whereas in the construction of the railways and other works hereby authorised or otherwise in the exercise of the powers of this Act the Company may require to take acquire or pass over certain lands belonging to the school board for the district of the

parish of West Ham in the county of Essex and in close proximity to a certain school of the said school board known as Stratford High Street School anything in this Act or in any Act incorporated herewith to the contrary notwithstanding it is hereby provided that if the Company seek to take acquire or pass over any lands belonging to the said school board it shall be referred to the arbitration of Sir Henry Hunt or in the event of his declining or being prevented from acting in such capacity to some person to be appointed on the application of either of the parties by the President of the Institution of Surveyors to say whether the Company shall be required to take more than may be necessary for their works and how much more or if the whole and the amount to be paid for such property and compensation in either event and the costs of such reference and award shall be borne by the Company.

Railway to be covered.

121. The Company shall in constructing the railway in the metropolis cover the whole thereof except the parts constructed in tunnel and the parts coloured red on a plan signed by Sir Joseph Bailey Baronet Chairman of the Committee of the House of Commons to which the Bill for this Act was in its passage through that House referred but this section shall not prevent the Company from making reasonable provision for ventilation of their railway in or upon lands acquired by them.

For the protection of streets &c. in the metropolis.

122. For the protection of streets and thoroughfares within the metropolis and in addition to any other provisions of this Act relating thereto the following provisions shall have effect :—

Screens to be provided.

(1) Where the railway will be constructed alongside of any street or public throughfare the Company shall erect and maintain a solid screen not less than 8 feet above the surface of such street or thoroughfare and not less than 15 feet above the level of the rails ;

Reconstruction of certain canal bridges.

(2) Before opening any portion of the railway for traffic the Company shall reconstruct or widen the bridges on such portion or adjacent thereto carrying the roads next hereafter mentioned over the canal in a reasonably ornamental manner and in accordance with the requirements also next hereafter specified in connexion therewith respectively (namely) :—

No. on Plan.	Parish.	Name of Road.	Nature of Work to be Executed.	Minimum width of Bridge.
114	Saint Mary Paddington	Warwick Road -	To be reconstructed	40 feet
64	Saint Marylebone -	Park Road -	To be widened -	55 ,,
357	Saint Pancras -	Kings Road -	To be reconstructed	40 ,,
345	Saint Mary Islington	Essex Street -	To be widened on the west side.	40 ,,

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No. on Plan.	Parish.	Name of Road.	Nature of work to be Executed.	Minimum width of Bridge.
391	Saint Mary Islington	Saint Peter's Street	To be reconstructed	40 feet
413	Ditto -	Packington Street -	To be reconstructed	40 ,,
17	Saint Leonard Shoreditch.	New North Road -	To be widened -	46 ,,
74	Ditto -	Southgate Road -	To be reconstructed	60 ,,
107	Ditto -	Whitmore Road -	To be reconstructed	40 ,,
280	Ditto -	Haggerstone Road	To be widened -	40 ,,
296	Ditto -	Queen's Road -	To be reconstructed	55 ,,
395a	Ditto -	Pritchard's Road -	To be widened -	45 ,,
160	Saint Matthew Bethnal Green.	Grove Road -	To be reconstructed	40 ,,
192	Ditto -	Old Ford Road -	To be widened -	30 ,,
29	Saint Mary Stratford-le-Bow	Three Colts' Bridge	A footway to be provided over the railway.	6 ,,

New entrance to Victoria Park.

(3) The Company shall construct from the northern end of the Skew Bridge carrying Old Ford Road over the Hertford Union Canal to the existing road in Victoria Park a road forty feet at least clear in width and also provide and erect proper and sufficient entrance gates to the said park from the Old Ford Road. The said gates shall be made of material and design approved by the Commissioners of Her Majesty's Works and Public Buildings;

Parnell Road.

(4) The Company shall make a new road with a width not less than forty feet in the clear in the continuation of Parnell Road in the parish of Saint Mary Stratford-le-Bow from the northern end thereof to the Victoria Park and shall reconstruct with the like width the bridge over the Hertford Union Canal known as Homerton Footpath Bridge for the purpose of carrying the said new road over the said canal;

New streets to be made.

(5) The Company shall not open their Railway No. 6 for traffic until they shall have completed and thrown open to the public the new streets 1 2 3 and 4 by this Act authorised and the said streets shall be made of a clear width throughout not less than forty feet;

Footbridge at Beckton.

(6) The Company shall construct a bridge or subway for carrying over or under their railway respectively the footpath upon the river wall in the parish of Woolwich detached numbered on the deposited plans and books of reference 9 in that parish with proper and convenient approaches by means of steps on either side;

Bridges over roads in the metropolis.

(7) Where any bridge or works are constructed under the powers of this Act over any street or road within the metropolis there

shall be left a clear headway throughout of not less than eighteen feet (except as regards Parnell Road where the headway shall be at least fifteen feet and Wick Lane where the headway shall be at least thirteen feet and six inches) above the existing surface of the street or road and a clear span throughout of not less than forty feet measured on the square: Provided that such span shall not in any case be less than the clear width of such street or road including the footways and forecourts where any forecourts now exist and all such bridges and works shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent the dripping of water therefrom on any part of such street or road footway or forecourt and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height sufficient effectually to hide trains passing over such bridges or works;

Bridges under roads in the metropolis.

(8) All bridges to be constructed by the Company for carrying any road or street within the metropolis over the railway shall be constructed so as not to lessen the present clear width of such road or street where the same is crossed by the railway including the footway or footways and in no case shall any such bridge be of less width between the parapets thereof than forty feet measured on the square and every such bridge shall be so fenced or protected as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into any such road or street;

Plans &c. of bridges to be submitted to the Metropolitan Board.

(9) The Company shall not execute or commence the erection or reconstruction of any bridge or works within the metropolis until they shall have given to the Metropolitan Board twenty-eight days notice in writing of their intention to commence the same by leaving such notice at the office of the said Board with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until that Board shall have signified their approval of the same unless that Board fail to signify such approval or their disapproval or other reasonable directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said

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Board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said Board and the costs charges and expenses which the said Board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said Board by the Company on demand;

(10) The Company and the Metropolitan Board may agree upon any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

Part of Railway No. 3 to be made on viaduct.

123. The said Railway No. 3 between the point shown on the deposited plans as four miles two furlongs and two chains from the commencement thereof and the point shown thereon as six miles five furlongs and five chains from the commencement thereof shall be constructed on a viaduct.

Easement only of using the land adjacent to northern outfall sewer.

124. Notwithstanding anything in this Act contained it shall not be lawful for the Company to enter upon take or use any of the lands of the Metropolitan Board upon which the said northern outfall sewer or any works connected therewith are situate or which are adjacent thereto or to take or interfere with the said sewer or works except as herein-after specified but the Company may purchase and take from the Metropolitan Board an easement or right of using so much of the lands adjacent to the said sewer and the embankment in which the said sewer is constructed as shall be necessary for the purpose of constructing and maintaining therein the piers of the viaduct herein-before mentioned and of maintaining and using over the same two lines of railway and the purchase money to be paid by the Company to the Metropolitan Board in respect of the acquisition by the Company of such easement or right as aforesaid shall be the sum of thirty thousand pounds which shall be paid by the Company to the Metropolitan Board in cash before the Company enter upon any of such land.

Certain roads and rights of way to be preserved.

125. Where the said Railway No. 3 by this Act authorised will cross any road roadway or right of way leading over the said northern outfall sewer the Company shall make proper provision for crossing such road roadway or right of way so that it shall be continued without interruption.

Notice to be given to Metropolitan Board before commencement of

126. The Company shall not commence the construction or alteration of any works affecting the said northern outfall sewer until they shall have given to the Metropolitan Board two months notice in writing of their intention to commence or alter the same

works affecting outfall sewer

by leaving such notice at the office of the Metropolitan Board with plans sections and other necessary particulars of the construction of the said works or of any alteration therein nor until the Metropolitan Board shall have signified their approval of the same unless the Metropolitan Board fail to signify such approval or their disapproval or other reasonable directions within two months after service of the said notice and delivery of the said plans sections and other particulars as aforesaid in which event the Company may proceed forthwith with the said part of the said works or the alterations therein according to the said plans sections and other particulars.

Regulations of the Metropolitan Board to be observed &c.

127. The Company shall comply with and conform to all reasonable directions and regulations of the Metropolitan Board in the construction and subsequent maintenance of the portion of the said Railway No. 3 herein-before specified and the works connected therewith and any alteration therein and the Company shall save harmless the Metropolitan Board against all and every expense to be occasioned thereby and the said part of the said railway and works shall subject to the provisions of this Act be constructed done and maintained to the reasonable satisfaction of the engineer for the time being of the Metropolitan Board at the costs charges and expenses in all respects of the Company and all costs charges and expenses to which the Metropolitan Board may be put by reason of the said part of the said railway and works of the Company whether in the construction maintenance or alteration of the same the examination of plans or sections superintendence or otherwise shall be paid to the Metropolitan Board by the Company on demand and may in case of nonpayment be recovered by the said Board in like manner as any simple contract debt of like amount may be recovered.

Power to stop Railway No. 3 in certain events.

128. Whenever and so often as the Metropolitan Board may require to widen lengthen strengthen reconstruct alter repair or inspect the said northern outfall sewer or any bridge or embankment connected therewith or any masonry brickwork or other structure appertaining or belonging to the said sewer and they find it necessary for effecting any of such purposes to interfere with the said part of the said Railway No. 3 or the works connected therewith or the working or user thereof or to cause the working or user of the said railway to be wholly or partly stopped or delayed or to cause the said part of the said railway to be temporarily diverted they may (except in case of emergency in which case no notice shall be necessary) give to the Company three weeks notice in writing stating the nature of the works rendering such interference necessary or as the case may be requiring such stoppage delay or diversion as the case may be and thereupon the said

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Metropolitan Board may execute such works and interfere with the said part of the said railway and the works connected therewith or as the case may be cause the working and user of the said part of the said railway to be stopped or delayed or the said part of the said railway to be temporarily diverted accordingly at the expense of the Company but only for so long as may be absolutely necessary for effecting such purposes and without their being liable for any compensation claims demands damages costs or expenses for or in respect of such stoppage delay or diversion or in any way relating thereto.

Injury to the outfall sewer to be made good.

129. In the event of any injury being occasioned to the said sewer or to any bridge embankment masonry brickwork structure or works connected therewith by the construction or working of the said part of the said Railway No. 3 or the works connected therewith by the Company in pursuance of this Act (whether such injury occurs either during or after the construction or in effecting the maintenance alteration or repair of the said part of the said railway or of the said works or in or by the user thereof) the Metropolitan Board may restore the said sewer bridge or embankment masonry brickwork structure or works or the part or parts thereof which may be injured in such manner and to such extent as the Metropolitan Board may think necessary or expedient to render the same in as good a condition as it was before such injury was occasioned or as may be expedient to obviate the recurrence of any such injury and the costs of such restoration shall be paid to the Metropolitan Board by the Company on demand and may in case of nonpayment be recovered by the said Board in like manner as any simple contract debt of like amount may be recovered and the Company shall also indemnify and keep indemnified the Metropolitan Board against all loss or damage which may be occasioned by any such injury.

Powers of inspection.

130. The engineer for the time being to the Metropolitan Board or any other engineer from time to time appointed by the said Board for that purpose may from time to time inspect the said part of the said Railway No. 3 and the works connected therewith for the purpose of ascertaining the condition of the same so far as the same may in the opinion of the said engineer affect or be likely to affect the said sewer or any such bridge or embankment or the masonry brickwork or structure thereof or any works connected therewith or any works executed by the Company in pursuance of this Act or any part or parts thereof and for that purpose may at all reasonable times in the daytime after forty-eight hours notice in writing has been given to the Company or in case of emergency without notice enter himself or with workmen upon the said part

of the said railway and the works connected therewith and may cause the soil of the lands upon which the same are situate to be dug into and opened and the brickwork masonry or structure of the said part of the said railway and the works connected therewith to be cut into wherever any such engineer thinks fit doing as little damage as may be and if any person obstructs or attempts to obstruct or incites any person to obstruct any such engineer or any workmen acting under his authority in the exercise of any of the powers conferred by this section he shall for every such offence be liable to a penalty not exceeding five pounds to be recovered in a summary way before two justices by the Metropolitan Board.

Company not to exhibit placards or advertisements.

131. The Company shall not exhibit or permit to be exhibited upon any part of the existing canal bridges or of the railway or works authorised to be made or altered under the authority of this Act and within view of any public street within the metropolis any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the said Metropolitan Board but this enactment shall not be held to prohibit the Company from exhibiting at or adjoining the entrance to any station bills or announcements giving information to the public of the train service of the Company: Provided that if there be any existing agreement for letting the existing bridges for the purpose of such exhibition the provisions of this section so far as it relates to the existing bridges shall not apply until after the expiration of the legal notice required for the determination of the agreement which notice the Company shall give at the first legal opportunity.

For protection of sewers in the metropolis.

132. Where 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 to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board or vestry 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 of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto

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and until such board or vestry respectively shall have signified their approval of the same unless such board or vestry 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 reasonable orders directions and regulations of the said Metropolitan Board and of the respective district board or vestry 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 such boards or vestries 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 said boards and vestries 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 said Metropolitan Board district board or vestry as the case may be at the reasonable costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Metropolitan Board or any district board or vestry 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 such board or vestry 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 said Metropolitan Board district board or vestry as the case may be respectively 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 respective boards or vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

For the protection of the Corporation of London.

133. For the protection of the mayor and commonalty and citizens of the city of London (herein-after called "the corporation") the following provisions shall have effect:—

Railway No. 3.

(A) The Company shall not without the consent of the corporation enter upon take or use any of the lands or property of the

corporation in the parish of West Ham except as much of the road numbered 15 the watercourse numbered 33 and the garden ground numbered 34 in the said parish on the deposited plans of Railway No. 3 as may be required for the construction of that railway in the line and according to the levels shown on the deposited plans and sections or as near thereto as conveniently may be;

The Company shall carry the said Railway No. 3 across the before-mentioned road by means of a bridge of at least 15 feet in height and 15 feet span and shall not permanently obstruct impede or interfere with the free and uninterrupted use of the said road by the corporation or their tenants as a means of access to other property of the corporation in the said parish nor permanently interrupt the free flow or passage of water along the said watercourse and shall compensate the corporation and their tenants for any damage or injury which may be caused to their property by the construction or user of the said railway.

RAILWAY No. 3D.

(B) The Company shall not without the consent of the corporation acquire under the powers of this Act any greater estate than an easement under the property of the corporation in the parish of Saint Mary Islington for the construction of Railway No. 3D and such railway shall be constructed in tunnel under the property of the corporation in the line and according to the levels shown on the deposited plans and sections and in the event of there being any interference with or disturbance of the surface of the Metropolitan Cattle Market the Company shall reinstate the same at their own expense and to the reasonable satisfaction of the corporation and in addition to the purchase of such easement compensate the corporation for any injury damage or inconvenience which may be caused to their property by the construction and user of the said tunnel;

Provided that the Company shall be at liberty if reasonable necessity should hereafter arise to vary the line and level of the railway as shown on the deposited plans and sections to the extent set forth in this Act and if the Company and the corporation are unable to agree as to such necessity the matter in dispute shall be referred to an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of the arbitration shall be in the discretion of the arbitrator.

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For the protection of the streets of the city of London.

134. The Company shall not break up or disturb any street or place or the pavement thereof under the control or direction of the Commissioners of Sewers of the City of London unless at least twenty-one days previous notice in writing of their intention so to do specifying the street place or pavement intended to be broken up or disturbed be given to the engineer or surveyor of such Commissioners or left for him at his office or at the office of such Commissioners and the Company shall attend to the reasonable directions of such engineer or surveyor with a view to secure a free passage in such streets and places and to prevent needless injury to the streets and shall not open up more of such streets or places at one time than such engineer or surveyor shall in writing authorise. And when the Company shall break up or disturb any such street place or pavement they shall so soon as the works affecting it are completed and at the furthest within six months from the day on which those works were begun restore the street place or pavement to as good a condition as it was in when it was broken up or disturbed under the superintendence and to the reasonable satisfaction of the engineer or surveyor of the said Commissioners and the Company shall save harmless and keep indemnified the said Commissioners and their successors against any expenses consequent on any such works and if the Company fail to comply with the requirements of this Act the said Commissioners may if they think fit restore the street place or pavement broken up or disturbed and recover the expense of such restoration from the Company in an action or actions of debt.

For protection of sewers in the city of London.

135. 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 under the jurisdiction or control of the Commissioners of Sewers of the City of London or with any sewers or works to be made or executed by the said Commissioners or shall or may in any way affect the sewerage or drainage of the district under their control the Company shall not commence such works until they shall have given to the engineer or surveyor of the said Commissioners twenty-one days previous notice at his office or at the principal office of such 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 reasonable directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable 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 reasonably deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof and shall save harmless the said Commissioners against all and every the expense to be occasioned thereby and all such works may be done by or under the reasonable direction superintendence and control of the engineer or other officer or officers of the said Commissioners and at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Commissioners may be put to by reason of the 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 such Commissioners by the Company on demand and if any dispute shall arise between the Company and the said Commissioners as to the amount of such costs charges and expenses the same shall be settled by a justice of the peace of the city of London and be a debt due from the Company to the said Commissioners 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 and 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 their successors but all such rights powers or authorities shall be as valid and effectual as if this Act had not been passed.

Confirming agreement with Robert King and John Sheppard Edmonds.

136. The agreement entered into between Robert King and John Sheppard Edmonds and the provisional directors and promoters of the Company set forth in the Fifth Schedule to this Act is hereby confirmed and made binding upon the parties thereto of the first part and the Company respectively and full effect shall be given thereto as if the Company were named in the said agreement instead of the provisional directors and promoters.

For the protection of the Commercial Gas Company.

137. For the protection of the Commercial Gas Company (in this section referred to as "the gas company") the following provisions shall have effect (that is to say) :—

(A) Whereas in the execution of the works by this Act authorised the mains pipes syphons and other works belonging to the gas company may be intersected or otherwise interfered with and

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

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

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

(d) It shall be lawful for the gas company and the engineer workmen and others in their employment at all times when it may be necessary to enter upon the railway lands and premises of the Company for the purpose of laying and to lay any mains or pipes over the said railway lands works and premises or any part thereof and to do all such works in and upon such railway lands and premises as may be necessary for laying repairing maintaining or removing or replacing such mains or pipes over the same railway lands and premises: Provided that the gas company shall not lay any mains or pipes in or under any tunnel through which the railways may be constructed nor in or under the platform or other works of the stations of the Company: Provided always that in so doing the gas company shall not interrupt the traffic passing on the said railway in any manner: Provided also that the expense of all repairs or renewals of the said pipes or mains or any works in connexion therewith which may at any time hereafter be rendered necessary for the acts or defaults of the Company their contractors agents workmen or servants or any person in their employ shall be borne and paid by the Company and may be recovered against them by the gas company in any court of competent jurisdiction;

(e) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to

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the gas company or to any of their mains pipes syphons apparatus property works and conveniences or in the supply of gas by the gas company or otherwise by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission;

(F) Any difference arising between the gas company and the Company respecting any of the matters referred to in this enactment shall be settled by arbitration pursuant to the Railways Clauses Consolidation Act 1845.

Confirming agreement with vicar and churchwardens of Emmanuel Church.

138. The agreement dated the twenty-second day of May one thousand eight hundred and eighty-two and a copy of which is contained in the Sixth Schedule to this Act and made between Sir George Henry Chambers William Rushton Adamson James Brand James Staats Forbes Albert George Sandeman Charles Gassiot William Hamilton Crake Colonel Ben Hay Martindale and Henry William Carter of the first part the Right Reverend Father in God John Lord Bishop of London of the second part the Reverend James Gosset Tanner of 50 Warrington Crescent Maida Vale Vicar of Emmanuel Church Maida Hill of the third part and Willoughby De Quincy Sewell of 58 Warrington Crescent aforesaid gentleman and Henry Story Perrin of Saint John's Wood Park Saint John's Wood gentleman the churchwardens of the said church of the fourth part is hereby confirmed and made binding according to the terms and conditions thereof upon all parties to the said agreement and also when sealed by the Company upon the Company and full effect shall be given thereto accordingly and all parties thereto and the Company and the Ecclesiastical Commissioners for England and Wales are hereby authorised and empowered to do all acts which may in any way be necessary for giving effect to and carrying out the same and immediately upon the execution by the Lord Bishop of London for the time being and by the vicar and the churchwardens for the time being of the said church of Emmanuel Maida Vale of a deed or deeds of conveyance purporting to grant and convey to the Company all or any part of the land church and hereditaments referred to in the said agreement the same land church and hereditaments or such part or parts thereof as may purport to be granted and conveyed by such deed or deeds respectively shall immediately vest in the Company for an estate in fee simple in possession free

and discharged from all consecrated or ecclesiastical uses now affecting the same or any part thereof. A.D. 1882.

Further protection for the vestry of Saint Pancras.

139. For the protection of the vestry of the parish of Saint Pancras in the county of Middlesex (in this section referred to as "the vestry") the following provisions shall have effect that is to say :—

(1) The Company shall to the satisfaction of the vestry reconstruct the bridge which carries King's Road over the canal to the widths and according to the lines shown on a plan signed by the engineers to the promoters and the chief surveyor of the vestry ;

(2) In the event of the Company at any future time reconstructing or substantially altering the structure of the bridges which carry Regent's Park Road Kentish Town Road Camden Road and Great College Street respectively over the canal the Company shall reconstruct such bridges to the widths and according to the lines shown on a plan signed by the engineer of the Company and the chief surveyor of the vestry ;

(3) The Company to the reasonable satisfaction of the chief surveyor to the vestry shall at their own expense construct sufficient sewers along Albert Road and along Camden Road the entire width of the railway and works connected therewith so that the sewers may pass underneath the rails of the railways by this Act authorised and shall construct the said sewers subject to the same approval and under the same conditions as new sewers in the district within the jurisdiction of the Metropolitan Board and the vestry of the parish of Saint Pancras respectively ;

(4) Before the Company shall break up any part of any road street carriage or footway or open any sewer drain or gully or commence the construction of any part of the railways or works by this Act authorised which will interfere with any sewer drain or gully within the said parish of Saint Pancras which for the time being is under the control of the vestry of the said parish they shall give to the vestry or to their chief surveyor or other officer authorised to receive the same notice in writing of their intention to break up or open such road street carriage or footway sewer drain or gully or to commence the construction of such part of the said railways or works and such notice shall be given not less than fourteen days before commencing the works anything in the Railways Clauses Consolidation Act 1845 contained to the contrary notwithstanding and such notice shall be given by delivering the same personally to such chief surveyor or other officer or by leaving the same at their respective offices and shall specify the part of the road

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street carriage or footway or the position of the sewer drain or gully intended to be broken up or opened or the situation of such portion of the railways and works about to be commenced by the Company as the case may be;

(5) No such road street carriage or footway and no such sewer drain or gully shall be broken up or opened except under the superintendence of the said chief surveyor or other officer aforesaid: Provided always that if the chief surveyor or other officer fail to attend at the time fixed for the breaking up of any such road street carriage or footway or opening of any such sewer drain or gully after having had such notice of the intention of the Company as aforesaid or shall refuse or neglect to superintend the operation the Company may perform the work specified in such notice without the superintendence of the said chief surveyor or other officer;

(6) Before the Company shall commence any works which shall require the stopping up temporarily or the diversion of any thoroughfare within the said parish of Saint Pancras or shall cause any obstruction to the passing of passenger or other traffic along any such thoroughfare every such stopping up diversion or obstruction shall be subject to the reasonable approval of the said chief surveyor and the Company shall before commencing such works at their own expense make all such temporary accommodation for the passage of such traffic as the said chief surveyor shall in writing require and it shall be lawful for the vestry if necessary to employ a sufficient number of officers or servants to regulate the course of all such traffic as may be diverted by reason of any of the works of the Company within the said parish and all reasonable costs and charges occasioned by and incident to the employment of such officers or servants additional to the usual expenditure of the said parish shall be paid on demand by the Company to the vestry: Provided always that the Company shall have power to close the thoroughfare over the canal bridge known as Grey's Inn Bridge for such time as may be agreed upon between the chief surveyor of the vestry and the engineers to the Company or failing agreement as shall be determined in manner hereinafter provided;

(7) And whereas during the construction of the works of the Company in the parish of Saint Pancras the vestry of that parish will be put to additional expense in the repair of the streets and roads in the neighbourhood of the said works therefore the additional expenses (if any) which the said vestry may so incur

shall be ascertained and an account thereof shall be rendered to the Company on the first day of January in every year and unless the Company and the vestry agree an arbitrator shall be appointed in manner provided by the Common Law Procedure Act 1854 who shall investigate in case of dispute the correctness and reasonableness of the expenses comprised in such account and determine the amount thereof (if any) to be paid by the Company which shall forthwith be paid by them accordingly and costs of the reference shall be regulated by the said last-mentioned Act;

(8) The Company shall at their own expense deposit the subsoil excavated and the materials of every road street carriage or footway sewer drain or gully broken up or open within the said parish of Saint Pancras at such place or places and in such manner as will occasion as little inconvenience as may be to the inhabitants of the said parish and if deposited within the said parish at such place or places only as the vestry or the said chief surveyor shall reasonably approve;

(9) Excepting as herein otherwise provided any difference which may arise under the provisions in this Act contained between the Company and the chief surveyor of the vestry shall be from time to time referred to and determined by an engineer to be agreed upon between the said chief surveyor and the Company or failing any such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of such reference shall be in the discretion of the arbitrator.

For the protection of the vestry of the parish of Paddington.

140. For the protection of the vestry of the parish of Paddington (in this section called "the vestry") and notwithstanding anything in the Railways Clauses Consolidation Act 1845 contained be it enacted as follows:—

(A) Before the Company shall under the powers of this Act break up any public road or street in the district or within the jurisdiction of the vestry they shall give to the vestry notice thereof in writing and such notice shall be delivered at the Vestry Hall Paddington not less than twenty-one days before commencing the works;

(B) Before the Company shall commence any works authorised by this Act in the district or within the jurisdiction of the vestry which works shall cause any temporary diversion of any public foot or carriage way or which shall cause any obstruction or inconvenience to traffic the Company shall before commencing any such works at their own expense make such arrange-

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ments for the passage of traffic as the vestry shall in writing reasonably require;

(c) The said Company shall within four months after any part of any pubiic road or street in the district or within jurisdiction of the said vestry shall have been partly taken up under any of the powers of this Act fill up and restore in a well rammed and workmanlike manner and to the reasonable satisfaction of the surveyor for the time being of the vestry the roadway of such portions of the said roads or streets as shall be so broken up and the footways thereof to a good state and condition and shall within the said period of four months reinstate and perfect to the reasonable satisfaction of the said surveyor all drains and gullies in such parts of the roads and streets as shall be so broken up disturbed or damaged or provide new or other drains or gullies to the satisfaction of the said surveyor and the Company shall also at their own expense keep and maintain the said roads streets and footways in good and substantial repair in every respect to the reasonable satisfaction of the surveyor for the time being of the vestry for one year next after the same shall have been so restored as aforesaid. If the Company shall not within the said period of three months next after any road or street shall have been part broken up or disturbed repair or restore such road or street as aforesaid the Company shall for each and every such neglect forfeit and pay to the said surveyor to the vestry for the use of the vestry a sum of twenty pounds for each and every day after the expiration of the said four calendar months during which the said road or street shall remain unrepaired or unrestored;

(d) The Company shall at their own expense during the construction of the works authorised by this Act at all times fence and guard and at night cause to be lighted and watched any public road or street or any sewers or drains formed or broken up by them for the purpose of such construction in the district or within the jurisdiction of the vestry;

(e) And the flanks or parts of any houses which may be removed wholly or partly or be altered by the Company for the purpose of the works hereby authorised shall be well and sufficiently restored or built up in a workmanlike manner to prevent any unsightly appearance;

(f) And the Company shall comply with and conform to all the reasonable orders directions and regulations of the vestry in the execution of all or any of the said works and shall provide by new altered or substituted works in such manner as the

vestry shall reasonably require for the proper protection and for preventing stoppage or impediment to the said public roads and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the vestry against all and any the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the surveyor or other officer or officers of the vestry at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the vestry 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 vestry 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 vestry as any roads 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 vestry or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed;

(G) The vestry and their successors shall at any time hereafter be at liberty to erect and maintain a bridge over the Regent's Canal and the railway or either of them in the parish of Paddington between the Warwick Road Bridge and the Edgware Road at such point as may hereafter be agreed upon between the Company and the vestry and to use and authorise the use of such bridge when erected as the vestry and their successors shall think fit such bridge shall be and ever remain the property of the vestry and their successors and shall be maintained by them at their own expense and the amount to be paid by the vestry for the easement over the property of the Company shall if not agreed upon be determined by arbitration in manner herein-after provided;

(H) If the vestry or their successors shall at any time hereafter require to widen the bridge known as Weighbridge over the Grand Junction Canal the Company shall sell to them at a price to be agreed upon between the parties or in case of difference to be fixed by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 any lands which may be

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acquired by the Company adjoining the said bridge not actually forming part of their line of railway or used in connexion therewith as the vestry or their successors shall reasonably require for the purpose aforesaid;

(1) Any difference which may arise between the Company and the vestry under this enactment shall be from time to time referred to and determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of the arbitration shall be in the discretion of the arbitrator.

For the protection of the vestry of Saint Matthew Bethnal Green.

141. For the protection of the vestry of Saint Matthew Bethnal Green (in this section referred to as "the vestry") the following provisions shall have effect that is to say:—

(1) The Company shall reconstruct and so maintain the bridge which carries Grove Road across the Hertford Union Canal with a width of forty feet between the parapets and the bridges which carry the Old Ford Road across that canal with a width of thirty feet between the parapets and shall widen the said bridges respectively to the extent shown by the colour pink on the plan signed in duplicate by the engineers to the Company and the chief surveyor to the vestry and one copy of which plan so signed shall be deposited at the office of the clerk to the vestry and as to the other copy at the principal office of the Company:

(2) During the reconstruction of the said bridges respectively the Company shall provide and maintain to the reasonable satisfaction of the surveyor to the vestry a temporary bridge or roadway of not less width than fifteen feet in width for the passage of vehicular and foot traffic;

(3) No street or road being a thoroughfare in the said parish shall be permanently stopped up obstructed or interfered with;

(4) Except as expressly enacted in this Act nothing in this Act contained shall extend or be deemed or construed to extend to prejudice diminish or alter or take away any of the rights powers or privileges vested in the vestry but all such rights powers authorities and privileges vested in them respectively shall be as good valid and effectual as if this Act had not been passed anything herein contained to the contrary notwithstanding.

For protection of the parish of Saint Marylebone.

142. With reference to so much of the railways and works by this Act authorised as will be made in the parish of Saint Marylebone in the county of Middlesex and for the protection of the

vestry of the parish (in this section called "the vestry") the following provisions shall apply and have full force and effect :— A.D. 1882.

(1) The Company shall not (except by agreement with the vestry) be entitled to purchase and take any part of the stone yard and premises connected therewith except so much of the property numbered 32 33 and 35 on the deposited plans for the parish of Saint Marylebone as may be necessary for the construction of the canal works shown on the deposited plans and sections and the reconstruction of the existing lay-bye : Provided always that in case such lay-bye be wholly or partially taken by the Company in the construction of the works by this Act authorised the Company shall reconstruct the same at their own expense and in such manner as shall give a clear waterway within the said lay-bye of fifteen feet for the use of vessels lying therein and so that no more than a width of five feet of ground be taken from the wharf of the vestry and such lay-bye shall be reconstructed to the reasonable satisfaction of the engineer or surveyor for the time being of the vestry. The vestry shall not be entitled to require the Company to take the whole of the said properties numbered 32 33 and 35 ;

Certain bridge to be reconstructed.

(2) Before opening the railway for traffic the Company shall alter the bridge carrying Park Road over the canal so that it shall be carried over the canal and railway in accordance with the following provisions ;

(A) The inclination of the approaches to the said bridge shall not on either side be altered so as to be made steeper than the inclination thereof respectively as existing at the passing of this Act ;

(B) The width of the roadway over the bridge in the Park Road shall not be less than fifty-five feet clear which shall be divided into a carriageway of thirty-one feet and two footways on either side thereof of twelve feet each ;

(C) Such bridge shall have an ornamental parapet on the west side thereof of similar height and design upon the roadway face as on the east side thereof which is to be approved by the Commissioners of Her Majesty's Woods Forests and Land Revenues or such one of the same Commissioners as may for the time being have the management and direction of the land revenues of the Crown in the county of Middlesex the parapets on each side shall be surmounted with railings for protection of the public of such height and design as shall be approved by the

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vestry and to the satisfaction of the said commissioners or commissioner;

Plans of works in Saint Marylebone to be submitted to the vestry.

(3) The Company shall not commence the alteration of such bridge or any work affecting any street or road within the said parish until they shall have given to the vestry twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the vestry with plans elevations sections and other necessary particulars of the construction of the said bridge or work and until the vestry shall have signified their reasonable approval of the same unless the vestry fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the vestry in the execution and subsequent maintenance of every such bridge and work and shall save harmless the vestry against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the vestry at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the vestry may be put to by reason of the works of the Company shall be paid to the vestry by the Company on demand;

Streets in parish of Marylebone not to be broken up without notice.

(4) Notwithstanding anything in the Railways Clauses Consolidation Act 1845 contained the Company shall not break up any part of any road or street within the parish of Saint Marylebone unless seven days notice in writing specifying the portion of the road or street intended to be broken up shall have been given to the surveyor to the vestry by leaving the same at the court house of the said parish and the Company shall during the progress of the works at all times keep open and uninterrupted for public traffic a clear width of twenty feet including footways and the Company shall at their own expense shore up and put proper hoarding to make such twenty feet of roadway and footway safe for the passage of traffic;

As to deposit of subsoil.

(5) The Company shall deposit the subsoil excavated and the materials of any road or street broken up at such places and in such manner as will occasion as little inconvenience as may be to the inhabitants of the said parish of Saint Marylebone and if deposited within the said parish at such place or places only as the surveyor to the vestry shall approve;

Works to be executed under superintendence.

(6) No road street carriage or footway and no sewer drain or gully in the said parish shall be broken up or opened except under the superintendence of the said surveyor: Provided always that if the said surveyor fail to attend at the time fixed for the breaking up of any such road street carriage or footway or opening of any such sewer drain or gully after having had such notice of the intention of the Company as aforesaid or shall refuse or neglect to superintend the operation the Company may perform the works specified in such notice without the superintendence of the said surveyor;

Company to construct temporary works for traffic.

(7) Before the Company shall commence any works which shall cause a diversion of traffic in the parish of Marylebone such diversion shall be approved of by the surveyor to the vestry and the Company shall in lieu of any roadway to be stopped provide a temporary bridge for carts carriages horses or foot passengers at such place as the said surveyor shall in writing reasonably require;

Company to complete works in Saint Marylebone within six months.

(8) Within six months after the commencement of any works by the Company involving any disturbance of the soil or surface of Grove Road and within four months after the commencement of any like works affecting Park Road and within three months after the commencement of any like works affecting any other road or footway within the said parish of Saint Marylebone the Company shall complete and finish the works affecting such street road or footway and shall make good repair and restore such street road or footway to the satisfaction of the surveyor to the vestry and it shall be lawful for the said vestry or their surveyor at all times during the construction or repair within twelve months after the date of completion of the said works or any part or parts thereof over through upon along or under any of the said streets or footway to have access to such works and to cause any part of such street roads or footways to be enclosed watched and lighted as and when and in such manner as to them or him may seem necessary and every reasonable and additional expense occasioned thereby or incidental thereto including the costs of any such superintendence shall be paid by the Company on demand to the vestry and the Company shall also defray the expense incurred by the vestry in maintaining and keeping in repair the portion of streets roads or footways interfered with for one year next after the same shall have been restored as aforesaid: Provided always that nothing herein contained shall be deemed to prevent the vestry from extending any of the before-mentioned periods

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of six four or three months should such extension appear to them to be fair and reasonable;

Company to pay vestry's expenses.

(9) The Company shall pay all law and other reasonable charges and expenses which may be incurred from time to time by the vestry or their surveyor in and about the matters hereby provided for;

In case of delay or omission in restoring &c. roads other parties may reinstate.

(10) If any delay or omission shall take place in completing any work or in restoring or repairing any road street carriage or footway gully or drain within the parish of Saint Marylebone as required by this Act the vestry may cause to be executed the work so delayed or omitted and the expense of executing the same shall be repaid to the vestry by the Company and such expenses may be recovered from the Company under and by virtue of the powers and provisions herein contained;

As to settlement of differences with vestry.

(11) Excepting as herein otherwise provided any difference which may arise under the provisions in this Act contained between the Company and the surveyor of the vestry shall be from time to time referred to and determined by an engineer to be agreed upon between the said surveyor and the Company or failing any such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers the costs of such reference to be in the discretion of the arbitrator;

Penalty on Company for neglect &c. in carrying out provisions herein named relating to Saint Marylebone.

(12) If the Company in the execution of the works shall fail to carry out any of the provisions herein contained for the protection of the vestry of Saint Marylebone or with reference to such parish they shall forfeit and pay to the said vestry a sum not exceeding twenty pounds for every such default and an additional sum not exceeding ten pounds for each day during which such default shall continue after they shall have received notice thereof from the said surveyor;

Mode of recovering money from the Company.

(13) Any sum of money which may be expended or costs charges and expenses which may be incurred by the vestry in paving diverting altering or making good any road street or footway sewer or gully or otherwise by reason of the same or any of them having been broken up opened or damaged by or for the purposes of the Company or any other sum of money recoverable or to be recovered by the vestry under this Act may be recovered with all costs charges and expenses attending the proceedings for the recovery of the same in the same manner as is provided for by the Railways Clauses Consolidation Act 1845 for the recovery of damages not specially provided for and of penalties.

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143. For the protection of the Great Western Railway Company (herein-after called the Great Western Company) the following provisions shall have effect (that is to say) :—

For protection of Great Western Company.

(1) The Company shall not enter upon or interfere with the railway of the Great Western Company or any of the lands or works of that company or execute any works whatever under over or affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company or in the event of his failure for fourteen days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed by the Board of Trade ;

Not to enter on lands of Great Western Company until plans of proposed works affecting that company approved.

(2) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the Railway No. 1A over and under adjacent to the Great Western Company's railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching the said railway and works and the conduct of the traffic thereon and any other reasonable expense incurred by the Great Western Company with reference to and during the execution 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 ;

Company to pay to Great Western Company expenses of watchmen during construction of works.

(3) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or to any company or persons using the same or otherwise during the execution or renewal or by means of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless

Damages sustained by Great Western Company to be repaid.

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the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission;

Not to interfere with traffic on railway of Great Western Company.

(4) In constructing the said Railway No. 1A the Company shall not obstruct or interfere with the traffic passing along the railway of the Great Western Company and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Great Western Company the sum of two hundred and fifty pounds per hour during which any such obstruction shall continue: Provided that the Great Western Company shall afford all reasonable facilities for carrying out the works in connexion with their railways and property;

No land of Great Western Company to be taken except for certain works.

(5) Except for the purpose of the junction of Railway No. 1A or the substituted junction herein-after referred to with the railway and sidings of the Great Western Company (which junction or the substituted junction herein-after referred to is to be maintained and worked at the expense and risk of the Company) the Company shall not take or acquire any rights over any land of the Great Western Company and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the railway of that company or with any of the works thereof further or otherwise than is necessary for the construction of said Railway No. 1A without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to use enter upon or interfere with the Company shall not purchase and take the same but the Company may purchase and take and the Great Western Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the Company shall pay to the Great Western Company by way of purchase and compensation for the rights and easements to be acquired under the provisions of the Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration in manner herein-after provided;

As to removal of junction.

(6) The Great Western Company may at any time or times hereafter at their own expense in all respects should it be necessary for them to do so alter or remove the junction by this Act authorised of the said Railway No. 1A with the railway and sidings of the Great Western Company and substitute a new junction therefor but so as such alteration or renewal or substituted junction shall not stop the traffic of the Railway No. 1A or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction or the signals works and conveniences connected therewith ;

Arbitration.

(7) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers The costs of the arbitration to be in the discretion of such arbitrator ;

Saving rights of Great Western Company.

(8) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Great Western Company otherwise than is by this Act expressly provided.

For protection of the London Tilbury and Southend Railway Company.

144. The following provisions with reference to the crossing of the Railway No. 3 in the parish of West Ham township of Church Street by this Act authorised over the railway of the London Tilbury and Southend Railway Company (herein-after called "the Tilbury Company") and for the protection of the Tilbury Company shall apply and have effect :—

(1) The railway shall not be carried over the railway of the Tilbury Company otherwise than by means of a bridge so constructed as to leave a clear width between the abutments of not less than forty-eight feet measured on the square and a clear height of not less than eighteen feet throughout so as to enable the Tilbury Company to widen their railway at the point of crossing by the addition of two lines of railway and all the works of the Company in upon or affecting the lands of the Tilbury Company shall be executed under the superintendence and to the reasonable satisfaction in all respects of the engineer of the Tilbury Company but at the expense of the Company ;

(2) The Company shall at all times maintain the bridge or other works by which the Railway No. 3 will be carried over the railway of the Tilbury Company and the works necessary and

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incidental thereto in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Tilbury Company and if and whenever the Company fail so to do that company may make and do in and upon as well the lands of the Company as their own lands all such works and things as may be requisite in that behalf and the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by that company from the Company in any court of competent jurisdiction;

(3) The bridge or other works by which the Railway No. 3 shall be carried over the railway of the Tilbury Company and all works and conveniences connected therewith shall be made only according to such plans elevation sections and specifications as shall be submitted by the Company to the engineer of the Tilbury Company and reasonably approved by him in writing before any of those works are begun or in case of refusal or neglect to approve the same within one month of such submission of such plans as shall be settled and determined by an engineer to be appointed by the Board of Trade;

(4) The Company shall not without in every case the previous consent of the Tilbury Company in writing under their common seal take use enter upon or interfere with any of the lands railway or works from time to time belonging to or in possession or under the power of that company except only such parts of their lands as it shall be necessary for the Company to take use enter upon or interfere with for the purposes of making and maintaining the said railway in accordance with the provisions of this Act;

(5) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe user of the railway of the Tilbury Company or any traffic thereon;

(6) The Company shall bear and on demand pay to the Tilbury Company the expense of the employment by that company during the execution of the works affecting the railway of the Tilbury Company of a sufficient number of inspectors and watchmen to be appointed by that company for watching their railway and its works with reference to and during the execution of such 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 the Company or their contractors or any person or persons in the employ of the Company or of their contractors with reference thereto;

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(7) If by reason of the execution of any of the works of the Company or the failure of any such works or any act or omission of the Company or of their contractors or otherwise the railway of the Tilbury Company or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Tilbury Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of the Tilbury Company by reason of any of the matters or causes aforesaid the Company shall pay to that company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction;

(8) With reference to any lands railway or works of the Tilbury Company which the Company is by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Tilbury Company may and shall sell and grant accordingly an easement or right of taking and using the same for the purposes for which but for this enactment the Company might purchase and take the same;

(9) Any difference which may arise between the Company and the Tilbury Company under this enactment or with reference thereto from time to time shall be settled by arbitration in manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

Rates to be paid during construction of railway.

145. While the Company are possessed under the authority of this Act of any lands houses buildings or other property in any parish assessed or liable to be assessed to any parochial or other general or special rate and until any works to be constructed under the authority of this Act in that parish are so far completed as to be assessed or liable to be assessed to such parochial or other general or special rate as completed works the Company shall be liable to make good the deficiency in the assessment for such rates within such parish by reason of such lands houses buildings or property being taken or used by them for the purposes of this Act and the deficiency shall be computed according to the rental at which such lands houses buildings and property respectively are

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rated in the rate made for such parish in force at the date of the passing of this Act.

For protection of owners of Saint John's Wood estate.

146. For the protection of George John Eyre and the owner or owners for the time being of an estate in the parishes of Saint John Hampstead and Saint Marylebone in the county of Middlesex known as the Saint John's Wood estate the following provisions shall apply and have effect:—

(1) No land being part of the Saint John's Wood estate shall be taken by the Company except so much of the land part of the said estate which the canal company now hold or claim to hold as lessees under the said estate as is actually required for the purposes of the railway and canal or either of them unless for the construction of the main line of the railway other than sidings or depôts more land may be necessary;

(2) No building shall be erected on any part of the Saint John's Wood estate acquired by the Company under this Act except buildings required for the Company's own use and no such building other than a passenger station (if constructed) shall be raised above the level of the top of the present slopes or banks of the canal or until the plan and elevation thereof shall have been approved of by the surveyor of the Saint John's Wood estate and the engineer of the Company or an umpire in case of difference;

(3) The railway and canal from Grove Road to Park Road shall run between walls perpendicular or as nearly perpendicular as practicable;

(4) The Company shall erect and maintain a sufficient fence either brickwork with a fair and pointed face or an oak park fence as may be preferred by the owners of the Saint John's Wood estate wherever the retaining walls of the railway on the north and of the canal works on the south shall not be of sufficient height to afford proper protection;

(5) So much of the 128th section of the Lands Clauses Consolidation Act 1845 as exempts lands situate within a town or lands built upon or used for building purposes from the operation of the said section shall not extend or apply to any lands part of the Saint John's Wood estate which the Company may acquire under the powers of this Act and before disposing of any superfluous lands taken from the Saint John's Wood estate the Company shall offer to sell the same to the owners of the said estate and the 129th 130th and 131st sections of the said Act shall apply to such offer of sale in the same manner as if

the same had been an offer of sale made in pursuance of the said Act;

(6) Sections 89 and 91 of this Act shall not extend to any lands part of the Saint John's Wood estate which the Company may acquire under the provisions of this Act;

(7) The Company shall in the working of the line and so far as may be practicable avoid the escape of smoke or other offensive effluvia and the whistling from the engines used by them along the railway and canal between Park Road and Grove Road.

For the protection of Messieurs Allan &c.

147. The Company shall not without the previous consent of Messieurs Allan or other the owners for the time being of the paperhanging manufactory yard and premises situate in the parish of Saint Mary Stratford Bow in the county of Middlesex part whereof is numbered 103 on the deposited plans take any part of the drying room printing rooms or other principal buildings nor any part of the yard and premises adjoining such buildings and forming part of the paperhanging manufactory yard and premises before described except so much as is coloured purple upon a plan signed by Sir Joseph Bailey Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred in its progress through that House which plan has been deposited in the Private Bill Office of the House of Commons.

For the protection of the Hackney Board of Works.

148. For the protection of the Board of Works for the Hackney District (herein-after in this section called the Board of Works) the following provisions shall have effect (that is to say):—

(A) When and so often as the Company shall under the powers and provisions of this Act break up or disturb or cause to be broken up or disturbed any part of the soil or surface of any street or road or of any footway within the Hackney district for any of the purposes of this Act the Company shall with all reasonable despatch after any such street road or footway shall have been respectively broken up as aforesaid complete and finish the works of the Company so far as the same affect such street road or footway and make good and restore such street road or footway to the reasonable satisfaction of the surveyor of the Board of Works and in default thereof it shall be lawful for the Board of Works to make good and repair any such street road or footway and the expense thereof or occasioned thereby shall on demand be paid by the Company to the Board of Works and it shall be lawful for the Board of Works or their surveyor at all times during the construction or repair of the said works or any part or parts thereof over through along upon or under any such street road or footway to have access

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to such works and the Company shall also defray the expenses incurred by the Board of Works by reason of the works of the Company in maintaining and keeping in repair all such streets roads and footways for twelve months next after the same shall have been so paved as aforesaid any moneys payable by the Company to the Board of Works under this section may be recovered from the Company by the Board of Works with full costs of suit in any court of competent jurisdiction;

(B) The Company shall to the reasonable satisfaction of the surveyor of the Board of Works curb and flag so much of the footpath on the south side of De Beauvoir Crescent as extends eastward of Rosemary Branch Bridge as will abut on the property of the Company in the parish of Saint John at Hackney;

(C) The Company shall to the reasonable satisfaction of the surveyor to the Board of Works curb and flag so much of the footway on the south side of Andrew's Road in the parish of Saint John at Hackney as will abut on the property of the Company after the stopping up of the part of the road as shown upon the deposited plans.

For the protection of the Small Arms Company.

149. For the protection of the London Small Arms Company Limited (in this section called "the Small Arms Company") the following provisions shall apply and have effect that is to say:—

(1) The Company shall not without the previous consent in writing of the Small Arms Company enter upon take or use any of the land belonging or reputed to belong to the Small Arms Company except the land coloured blue on a plan signed by Sir Joseph Bailey Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and one copy of which plan shall be deposited in the Private Bill Office of the House of Commons and the other copy in the office of the Clerk of the Parliaments;

(2) In the event of the Company raising or reconstructing at a higher level the bridge known as Three Colt Bridge carrying the Museum Road over the Regent's Canal contiguous to and on the west side of the lands of the Small Arms Company and altering the inclination of the said road the Company shall raise to the same level of the said road when altered the lands belonging to the Small Arms Company situate and lying between the said road and the lay-bye of the said canal and shown on the plan referred to in this section and during the alteration or reconstruction of the said road an uninterrupted access shall be preserved to the land and works of the Small Arms Company.

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For protection of the trustees of Sir W. F. F. Middleton and Miss Jane Anne Broke.

150. Notwithstanding anything in this Act contained the Company shall not permanently stop up or discontinue for public use the street or road known as Regent's Row in the parish of Saint Leonard Shoreditch and the Company shall carry out construct and make in accordance with the deposited plans the diversions of road shown on those plans at either end of Regent's Row and the Company shall in accordance with the same plans and before permanently stopping up Dunston Road in the said parish of Saint Leonard carry out construct and make the intended footway also shown on the said plans on the north side of Dunston Road between Clarissa Street and Kingsland Road.

Crossing Lee navigation and tributaries.

151. In carrying Railway No. 3 across the River Lee Navigation (herein-after called the navigation) and the several tributaries thereof known as Pudding Mill River City Mill River Waterworks River Abbey Creek and Channelsea River the Company shall and they are hereby required at their own expense to make and at all times for ever thereafter maintain and keep in good and sufficient repair good and substantial bridges across the navigation and tributaries respectively such bridges to be of brick stone or iron and as regards the bridge across the navigation of one span or opening of not less than sixty feet in the clear (measured at right angles to the true line or direction of the river) with the soffit or underside in no place less than fifteen feet above the level of the river and as regards the bridges across the said several tributaries of in each case not less height and span than those shown on the deposited plans and the Company shall make and at all times for ever thereafter maintain a wall of stone or brick to protect and retain the bank of the navigation on the towing-path side thereof for the whole length of the bridge across the same and an additional one hundred feet on the southern side of such bridge and the coping of such wall shall not be less than three feet above the level of the river with a uniform depth of at least eight feet and the foundations of the abutments of each of the bridges across the navigation and the said tributaries respectively and of the retaining walls respectively shall be carried to such a depth as to allow for the future deepening of the navigation and tributaries respectively by the Lee Conservancy Board (herein-after called "the Lee Board").

Works affecting Lee Navigation and tributaries.

152. All the works of the Company upon or in any way affecting the navigation and the said tributaries respectively and all future repairs of such works that may from time to time be required shall be done and performed according to plans and specifications to be previously submitted to and approved by the engineer for the time being of the Lee Board and shall be commenced carried on and com-

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pleted under the superintendence and to the reasonable satisfaction of such engineer whose reasonable charges and expenses shall be paid by the Company and at all times during the construction of the said works across the navigation and of any future repairs the Company shall in each case leave for the free and uninterrupted passage of boats barges and other vessels an open and uninterrupted navigable waterway of the width of thirty feet at least and an uninterrupted horseway along the towing-path of the width of eight feet at least both waterway and horseway having a clear height or headway of at least nine feet above the level of the river and across the said tributaries shall leave for such free and uninterrupted passage of boats barges and other vessels such width of waterway as shall be sufficient for the convenient passage of at least one barge at a time and in case during the progress of any of the works damage shall be occasioned to the navigation or towing-paths or bridges or to any other works of the Lee Board the Company shall (under such superintendence and to such reasonable satisfaction as aforesaid) restore the same to as good and efficient a state and condition as the same were in prior to the occurring of any such damage and if the said works shall in the first instance be imperfectly constructed or subsequently become out of repair by means of which or by any other means any loss of water or obstruction to the navigation or tributaries of the Lee or the towing-paths in or upon the same shall take place and notice thereof in writing shall be given to the Company by the clerk to the Lee Board and the Company shall not for the space of fourteen days after such notice shall have been given or forthwith if the nature of the case require it sufficiently and effectually amend and repair such works under such superintendence and to such reasonable satisfaction as aforesaid and complete the same with all reasonable expedition it shall be lawful for the Lee Board from time to time to execute such amendments and repairs as may be necessary and the case may require and the Company shall and they are hereby required from time to time to pay to the Lee Board within fourteen days after demand all the reasonable costs charges and expenses which may be so incurred by them from time to time in or about the several matters aforesaid: Provided always that in case the engineer for the time being of the Lee Board shall for the space of fourteen days after submission to him of such plans together with a request in writing to approve of the same neglect or refuse to approve thereof or of any part thereof then and in that case the plans so submitted together with all other matters in difference (if any) as may have arisen between the parties shall be referred to and approved by an engineer to be appointed by the Board of Trade upon the application of either party and the decision of such engi-

neer shall be final and conclusive between the parties to all intents and purposes the costs of such reference to be in the discretion of the arbitrator. A.D. 1882.

Damage to Lee by leakage &c.

153. If in the execution of any of the works by this Act authorised or by reason or in consequence of any act neglect or omission by the Company or their agents servants or workmen in sinking the foundations of such works or otherwise or if in consequence of any of the works when made the water of the said navigation and tributaries respectively shall leak escape or run to waste the Company shall forfeit and pay to the Lee Board the sum of five pounds as and for liquidated damages for every nine thousand cubic feet of water which shall have so leaked escaped or run to waste and in the same proportion for any greater or less quantity and if by reason of the matters aforesaid or any or either of them it shall happen that the said navigation shall be obstructed or interrupted so that boats barges or other vessels using the same or horses drawing such boats barges or other vessels shall be impeded in their passage along the said navigation or towing paths then and in every such case the Company shall forfeit and pay to the Lee Board the sum of five pounds as and for liquidated damages for every hour during which every such obstruction and interruption shall continue after notice thereof to the Company.

Saving rights of Lee Conservancy Board.

154. Except as in this Act expressly provided nothing in this Act contained shall extend to prejudice alter take away or affect any of the estates rights powers privileges or authorities vested in the Lee Board or their successors or authorise or empower the Company to alter the line or level of the Lee Navigation or its tributaries or any of the works or the towing or footpaths thereof or any part thereof respectively or in any manner to obstruct or impede the navigation or any part thereof or to abstract divert intercept cut off take use or diminish any of the waters of the same respectively or to divert or turn any watercourse or land drain into any part of the navigation or the tributaries or to take use or injure any of the locks wharves side ponds lay-byes towing-paths bridges banks or other works of the Lee Board or take or use any of the lands buildings or other property of that board without their consent in writing under their common seal first had and obtained.

For protection of the vestry of Saint Leonard Shoreditch.

155. For the protection of the vestry of the parish of Saint Leonard Shoreditch (in this section called the vestry) the following provisions shall have effect unless otherwise agreed on between the vestry and the Company that is to say :—

(A) The Company shall to the reasonable satisfaction of the surveyor to the vestry make good and at levels and in a manner

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to be reasonably approved by the said surveyor any bridge roadway or other road or way affected by the works of the Company and in default thereof the vestry may make good the same and recover the cost thereof from the Company in manner hereafter provided and the costs to be incurred under this section may be recovered by the vestry from the Company by actions at law in Her Majesty's High Court of Justice;

(B) The Company shall not stop up or materially obstruct the traffic over more than one bridge within or leading directly to or from the parish of Saint Leonard Shoreditch at any one time and during the alteration or reconstruction of any bridge shall maintain a footway over or by such bridge not less than eight feet wide.

For the protection of property under the management of the Commissioners of Her Majesty's Works.

156. Nothing contained in this Act shall be deemed or construed to limit or restrict the duties and powers of management which by the Act of the 14th and 15th years of Her Majesty chapter 42 were given to or vested in the Commissioners of Her Majesty's Works and Public Buildings in respect of Regent's Park and Victoria Park or shall authorise the Company to enter upon or in any manner interfere with any portion of those parks under the management of the last-mentioned Commissioners or to enter upon or in any way interfere with the Clerkenwell County Court buildings and premises without the consent in writing of the Commissioners or First Commissioner for the time being of Her Majesty's Works and Public Buildings first had and obtained which consent the said Commissioners or First Commissioner are and is hereby authorised to give on such terms and subject to such conditions as they or he may think fit to prescribe.

For protection of the Midland Railway Company.

157. Notwithstanding anything in this Act contained the Company shall not enter upon take use or interfere with any lands of the Midland Railway Company without having first obtained the consent of that company in writing under their common seal or in the absence of such consent without having first paid to that company all such purchase money and compensation as may under the provisions of the Lands Clauses Consolidation Act 1845 be determined to be payable to them in respect of the exercise of the powers of this Act.

Confirming agreement as to Saint Paul's Church Paddington.

158. The agreement dated the twenty-third day of June one thousand eight hundred and eighty-two a copy of which is contained in the Eighth Schedule to this Act and made between the Right Reverend Father in God John Lord Bishop of London of the first

part Henry von der Heyde Cowell clerk vicar of Saint Paul's district church Marlborough Place in the parish of Paddington and county of Middlesex of the second part Frederick George Graves M.D. and Charles William Scott of the third part and Sir George Henry Chambers William Rushton Adamson James Brand James Staats Forbes Albert George Sandeman Charles Gassiot William Hamilton Crake Colonel Ben Hay Martindale C.B. Alexander Lang Elder and Henry William Carter of the fourth part is hereby confirmed and made binding according to the terms and conditions thereof upon all parties to the said agreement and also when sealed by the Company upon the Company and full effect shall be given thereto accordingly and all parties thereto and the Company are hereby authorised and empowered to do all acts which may in any way be necessary for giving effect to and carrying out the same and immediately upon the execution by the Lord Bishop of London for the time being and by the vicar and churchwardens for the time being of the said present church of Saint Paul Marlborough Place of a deed or deeds of conveyance purporting to grant and convey to the Company all or any part of the present church and churchyard referred to in the said agreement the said premises or such part or parts thereof as may purport to be granted and conveyed by such deed or deeds respectively shall immediately vest in the Company for an estate in fee simple in possession free and discharged from all consecrated or ecclesiastical uses now affecting the same or any part thereof.

Confirming agreement with School Board for London.

159. The agreement made between the School Board for London of the first part and Sir George Henry Chambers William Rushton Adamson James Brand James Staats Forbes Albert George Sandeman Charles Gassiot William Hamilton Crake Colonel Ben Hay Martindale and Henry William Carter of the second part (a copy of which is set forth in the Ninth Schedule to this Act) is hereby confirmed and made binding according to the terms and conditions thereof upon the School Board for London and the Company respectively and full effect shall be given thereto in the same manner as if the Company were parties thereto instead of the parties thereto of the second part and the same were under the seal of the Company.

Confirming agreement with Edward Heard.

160. The agreement dated the tenth day of July one thousand eight hundred and eighty-two made between Albert George Sandeman and Charles Gassiot two of the promoters of a Bill now pending in Parliament intituled "A Bill for incorporating the Regent's "Canal City and Docks Railway Company for the transfer to them "of the undertaking of the Regent's Canal Company for authorising the construction of railways from the Great Western and "Hammersmith and City Railways at Paddington to the Royal

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" Albert Dock of the London and Saint Katharine Docks Company " and of street improvements and other works and for other " purposes " in the said agreement called the promoters of the one part and Edward Heard of the City Wharf Eagle Wharf Road in the county of Middlesex stone and brick merchant and general contractor of the other part a copy of which is set forth in the Tenth Schedule to this Act is hereby confirmed and full effect may and shall be given thereto.

Certain lands acquired by Company not to be used for purposes of goods station.

161. The Company shall not construct any goods station upon any lands taken by them under the powers of this Act between a point opposite to the Albert Road entrance to the gardens of the Zoological Society and the Gloucester Road in the parish of Saint Pancras in the county of Middlesex nor use or permit or suffer any portion of the said lands to be used for the purposes of sidings for loading or unloading goods.

Confirming agreement in Eleventh Schedule.

162. The agreement made between Sir George Henry Chambers William Rushton Adamson James Brand James Staats Forbes Albert George Sandeman Charles Gassiot William Hamilton Crake Colonel Ben Hay Martindale Alexander Lang Elder and Henry William Carter of the one part and Therese Rosalie Uzielli and John Brasseur (trustees of the will of the late Matthew Uzielli) and Therese Rosalie Uzielli of the other part (a copy of which is set forth in the Eleventh Schedule to this Act) is hereby confirmed and made binding upon the Company as if the Company were parties thereto instead of the parties thereto of the first part and the same were under the seal of the Company and full effect shall be given thereto accordingly.

Confirming agreement with the Ironmongers Company.

163. The agreement dated the twenty-sixth day of July one thousand eight hundred and eighty-two made between the Master and Keepers or Wardens and Commonalty of the Mystery or Art of Ironmongers London (therein-after called the Ironmongers Company) of the one part and Sir George Henry Chambers of No. 4 Mincing Lane in the city of London merchant William Rushton Adamson of No. 38 Nicholas Lane in the said city merchant James Brand of No. 65 New Broad Street in the said city merchant James Staats Forbes of No. 14 Ashley Place Westminster in the county of Middlesex Esquire Albert George Sandeman of No. 2 Saint Swithin's Lane in the said city merchant Charles Gassiot of No. 37 Mark Lane in the said city merchant William Hamilton Crake of No. 71 Old Broad Street in the said city merchant Colonel Ben Hay Martindale C.B. of No. 21 Kensington Gardens Square in the county of Middlesex and Henry William Carter of No. 21 Billiter Street in the

said city shipowner (all herein-after referred to as the "promoters") of the other part a copy of which is set forth in the Twelfth Schedule to this Act is hereby confirmed and full effect may and shall be given thereto.

For the protection of John James Griffiths.

164. Nothing in this Act contained shall extend to alter vary or take away any right or interest of John James Griffiths under or by virtue of any lease or leases now held by him from the canal company as lessee or assignee.

For protection of Metropolitan Railway Company.

165. In constructing that part of Railway No. 1 which will pass under the Metropolitan Railway at Saint John's Wood where the latter crosses over the Regent's Canal by a bridge—

(1) The Company shall construct such works in connexion therewith as may be necessary for well and sufficiently supporting and strengthening the said bridge and all other works necessary or incident to the construction thereof according to plans sections and specifications and with materials of such quality or strength or 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 works shall be executed 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 construction of the said works or enter upon or interfere with any land works or property belonging to or used by 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 underbridge and the said works in connexion therewith shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of an 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;

(2) During the construction of the works by this Act authorised under over or adjoining the railway of the Metropolitan Railway Company the Company will bear and on demand pay to that company the expenses of the employment by them of a

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sufficient number of inspectors or watchmen to be appointed by that company 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) The Company shall at all times maintain the works by which the Railway No. 1 authorised by this Act shall be so carried under the railway of the Metropolitan Railway Company in substantial repair and good order to the reasonable satisfaction in all respects of the engineer for the time being of the Metropolitan Railway Company and if and whenever the Company fail so to do the Metropolitan Railway Company may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by the engineer of the Metropolitan Railway Company being the amount of such reasonable expenditure shall be repaid to the Metropolitan Railway Company by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction;

(4) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railway and works under the railway of the Metropolitan Railway Company obstruct impede or interfere with the free and uninterrupted and safe use of the railway or other works of the Metropolitan Railway Company or any traffic thereon and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay and make good to the Metropolitan Railway Company all costs losses damages and expenses which may be occasioned to that company or to any of the property or works of their railway or to the traffic thereon or otherwise by reason of the execution or failure of the said railway and the works in connexion therewith or any of them or any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Metropolitan Railway Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission;

(5) The Company and the Metropolitan Railway Company may agree upon any variation or alteration in the works in this

section provided for or in the manner in which the same shall be executed;

(6) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Metropolitan Railway Company otherwise than as herein expressly provided.

Company to make good injury from floods &c. to Hammersmith and City Railway.

166. If at any time or times the Hammersmith and City Railway or any of the embankments buildings or works belonging to or connected therewith shall be injured by flooding and such flooding shall be caused by or be in consequence of any defect in or accident to any of the works by this Act authorised the Company shall repay to the Metropolitan Railway Company all costs and expenses incurred by them in respect of the reparation of such injury with interest at the rate of five pounds per centum per annum and if by and in consequence of any such flooding and whether any injury shall or shall not have been thereby occasioned to the said railway or works the traffic of the Metropolitan Railway Company upon the said railway shall be damaged interrupted or impeded the Company shall pay and make good to the Metropolitan Railway Company all loss costs damages and expenses which that company may sustain or be put to by reason or in consequence of such damage interruption or impediment the amount thereof in case of difference to be ascertained and fixed by arbitration in manner provided by the Railway Companies Arbitration Act 1859 and to be recoverable by action with full costs of suit in any court of competent jurisdiction.

PART VIII.

Provisions as to Tolls &c. on Railways.

Tolls on railways.

167. The Company may demand and take for the use of the railways and of carriages when provided by them any tolls not exceeding the following (to wit):—

Tolls for passengers.

In respect of passengers conveyed in carriages upon the railways—

For every person conveyed in or upon any carriage for the use of the railways per mile not exceeding twopence and if conveyed in or upon any carriage provided by the Company an additional sum per mile not exceeding one penny;

Tolls for goods and minerals.

In respect of goods minerals and things carriages and animals as follows—

Class 1. For all coal cannel culm coke slack and cinders one penny per ton per mile and if conveyed in carriages pro-

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vided by the Company an additional sum per ton per mile not exceeding one halfpenny ;

Class 2. For all dung compost bones loaded in bulk and all other sorts of manure except as herein-after mentioned coprolites salt for agricultural purposes or for curing fish lime limestone and all undressed materials for the repair of public roads charcoal stones for building pitching and paving all bricks tiles slates clay sand ironstone iron ore and iron not damageable the sum of one penny per ton per mile and if conveyed in carriages provided by the Company an additional sum per ton per mile not exceeding one halfpenny ;

Class 3. For damageable iron sheet rod and hoop iron and all other similar descriptions of wrought iron salt for domestic purposes pitch tar asphaltum ground bones ground coprolites guano timber staves and deals one penny farthing per ton per mile and if conveyed in carriages provided by the Company an additional sum per ton per mile not exceeding three farthings ;

Class 4. For sugar grain corn flour malt seeds soda oil cake oil in casks saltpetre ale and beer in casks hoofs horns bones rice tallow cheese butter in casks potatoes bacon flax hops jute junk lead molasses rags turpentine in casks vinegar in casks leather wines and spirits in casks hides dye-woods paper Manchester packs earthenware metals hardware in packages or cases nails anvils vices chains cotton and other wools and manufactured goods the sum of twopence per ton per mile and if conveyed in carriages provided by the Company an additional sum per ton per mile not exceeding one penny ;

Class 5. For hay straw tea fish feathers canes cochineal furniture hats shoes silk glass music toys and all other articles matters and things threepence per ton per mile and if conveyed in carriages provided by the Company an additional sum per ton per mile not exceeding one penny ;

Tolls for carriages.

And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway carried and conveyed on a truck or platform for the use of the railway per mile not exceeding if such carriage has more than two wheels and weighs not more than one ton and a half sixpence if such carriage has but two wheels and weighs not more than one ton fourpence and a further sum not exceeding one penny per mile for every additional

quarter of a ton or fractional part of a quarter of a ton up to four tons which any such carrage may weigh ;

Tolls for animals.

In respect of animals conveyed in carriages upon the railways—

For every horse mule ass or other beast of draught or burden conveyed in or upon any carriage for the use of the railways per mile not exceeding fourpence and if conveyed in or upon any carriage provided by the Company an additional sum per mile not exceeding one penny ;

For every ox cow bull or head of neat cattle conveyed in or upon any carriage for the use of the railways per mile not exceeding one penny halfpenny and if conveyed in or upon any carriage provided by the Company an additional sum per mile not exceeding one halfpenny ;

For every calf or pig sheep lamb or other small animal conveyed in or upon any carriage for the use of the railways per mile not exceeding one halfpenny and if conveyed in or upon any carriage provided by the Company an additional sum per mile not exceeding one farthing.

Tolls for propelling power.

168. The tolls which the Company may demand for the use of engines or other power for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal or for each ton of goods or other articles in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

169. The following provisions and regulations shall be applicable to the fixing of such tolls (that is to say) :—

For persons animals and things conveyed on the railways or any part thereof the Company may demand and take tolls as for four miles ;

For a fraction of a ton the Company may demand toll according to the number of 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 ;

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight ;

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 and so in proportion for any smaller quantity.

Tolls for small parcels and articles

170. And with respect to small packages and single articles of great weight conveyed on the railways notwithstanding the rate of

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of great weight.

tolls prescribed by this Act the Company may lawfully demand the tolls following (that is to say) :—

For the carriage of small parcels the Company may demand any sum which they think fit not exceeding the rates following :—

Not exceeding in weight seven pounds threepence ;

Exceeding seven and not exceeding fourteen pounds fivepence ;

Exceeding fourteen and not exceeding twenty-eight pounds sevenpence ;

Exceeding twenty-eight and not exceeding fifty-six pounds ninepence ;

Exceeding fifty-six and not exceeding five hundred pounds such sum as they think proper ;

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

For the carriage of any one 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 exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding five shillings per ton ;

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

Through passengers luggage.

171. Every passenger booked through to or from any other line of railway travelling upon the railways may carry 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.

Local passengers luggage.

172. Every passenger (not being a passenger booked through to or from any other line of railway) travelling upon the railways may carry with him his ordinary luggage not exceeding forty pounds in weight without being liable to make any payment in respect of the same to the Company and for every article of luggage which together with any other luggage so carried shall exceed forty pounds the Company may demand for the same any sum not exceeding fourpence : Provided always that the Company shall not

be required to convey for any one passenger (not being a passenger booked through to or from any other line of railway) more than one hundred and twenty pounds weight of luggage.

Maximum rate of charge for passengers.

173. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways including the tolls for the use of the railways and of stations and of carriages and for locomotive power and for every other expense incidental to such conveyance shall not exceed the following sums:—

For every passenger conveyed in or upon a first-class carriage the sum of threepence per mile;

For every passenger conveyed in or upon a second-class carriage the sum of twopence per mile;

For every passenger conveyed in or upon a third-class carriage the sum of one penny farthing per mile.

Fares for fractions under half a mile.

174. Notwithstanding anything contained in the recited Act of the 21 and 22 Victoria chapter 75 when the distance travelled by any third-class passenger by any train of the Company run in compliance with the provisions relating to cheap trains contained in the Act 7 and 8 Victoria chapter 85 amounts to one mile or two or more miles and a portion of another mile the fare or charge for such portion of a mile if the same amounts to less than one half mile shall be one halfpenny and if it exceeds one half mile shall be one penny and such fare or charge shall be considered as a charge or fare consistent with the provisions of the said Acts: Provided that all trains run by the Company shall carry third-class passengers and that all tickets issued by the Company for the conveyance of third-class passengers in their trains shall be of one uniform rate and shall not exceed the rates fixed by the said Act 7 and 8 Victoria chapter 85 as modified by this Act with respect to portions of a mile.

Maximum rates of charges for cattle &c.

175. And with respect to the conveyance of goods minerals and things carriages and animals the maximum rates of charges to be made upon the railways by the Company including the tolls for the user of the railways and of waggons or trucks and locomotive power and every expense incidental to such conveyance (except a reasonable sum for loading and unloading goods at any terminal station and for delivery and collection of such goods and any other services incidental to the business or duty of a carrier where any such services are or is performed by the Company) shall not exceed the following sums:—

For coal one penny and one-eighth of a penny a ton a mile;

For all other goods in Class 1 one penny farthing a ton a mile;

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For goods in Class 2 one penny halfpenny a ton a mile;
For goods in Class 3 twopence a ton a mile;
For goods in Class 4 twopence halfpenny a ton a mile;
For goods in Class 5 fourpence a ton a mile.

Carriages and animals.

176. For every carriage of whatever description not being a carriage adapted and used for travelling on a railway carried and conveyed on a truck or platform for the use of the railways per mile not exceeding if such carriage weighs not more than one ton sixpence and a further sum not exceeding one penny per mile for every additional quarter of a ton or fractional part of a quarter of a ton up to four tons which any such carriage may weigh.

For every horse mule ass or other beast of draught or burden not exceeding fourpence per mile;

For every ox cow bull or head of neat cattle per mile not exceeding twopence;

For every calf or pig per mile not exceeding one penny;

For every sheep lamb or other small animal per mile not exceeding one halfpenny.

Terminal station.

177. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

178. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways 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 railways.

Company may take increased charges by agreement.

179. 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 trains.

Classification table to be open to inspection and copies to be sold.

180. The books tables or other documents in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such books tables or

other documents as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling. A.D. 1882.

Terminal charges (if any) to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified. If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

Penalty.

36 & 37 Vict. c. 48.

Company not bound to carry manure or other offensive matter.

181. Nothing herein contained shall render it compulsory on the Company to carry on the railways any night-soil dung manure compost or other offensive matter.

PART IX.

Agreements with and Powers to other Companies.

As to construction of junction railway by Great Western Company.

182. The Great Western Company may with the consent of the Company in writing under their common seal (which consent is herein-after referred to as "the Company's consent") undertake the construction and maintenance either by themselves or jointly with the Company of such or such part or parts as shall be expressed in the Company's consent of the Railway No. 1A authorised by this Act which will form a junction with the railway of the Great Western Company and of all or any part of any works connected with the said railway or part or parts thereof so to be constructed and maintained and in that event the powers by this Act conferred upon the Company for or with respect to the construction and maintenance of the said railway or portion or portions of railway expressed in the Company's consent and with respect to the entry upon taking and user for the purposes of such railway of lands tenements and hereditaments shall be deemed to be conferred upon and may be exercised by the Great Western Company.

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Vesting in Great Western Company of railway separately constructed by them.

183. Any railway or any part of any railway which under the powers of the last preceding section shall be separately constructed by the Great Western Company shall be vested in such company as and for all purposes other than that of taking tolls rates and charges shall be deemed to be part of the railway of such company and such company may demand and take for and in respect of the same tolls rates and charges not exceeding those by this Act authorised.

Vesting in Great Western Company of railways jointly constructed.

184. Any railway or part of any railway which under the preceding provisions of this Act shall be constructed jointly by the Company and the Great Western Company shall be vested in the Company and the Great Western Company jointly and equally and shall constitute a joint undertaking of the two companies and shall be maintained repaired and from time to time renewed by the two companies at their joint expense and in such proportions or by either of the companies separately at their sole expense as the two companies may agree and in default of agreement by the two companies jointly and at their joint expense in equal proportions and in any case shall be under the management and superintendence of a joint committee of the two companies to be appointed as hereinafter provided and all powers by this Act conferred with reference to the management and user of such railway or part of a railway by the Company and the demanding and taking of tolls rates and charges by the Company for or in respect of the same and all incidental matters shall be deemed to have been conferred upon and may be exercised by the two companies jointly or the joint committee.

Power to Great Western Company to raise money &c.

185. For any of the purposes of this part of this Act relating to them the Great Western Company may by order of a general meeting from time to time exercise all or any of the following powers (that is to say):—

(A) They may apply any moneys which by any previous Act or Acts they are authorised to raise by shares stock debenture stock or borrowing and which are not by the Act or Acts under which they are authorised to be raised made applicable to any special purposes or which being so made applicable are not required for such special purposes;

(B) They may in addition to any moneys which they are authorised to raise by any Act or Acts relating to them raise any additional sums which they consider necessary not exceeding one hundred thousand pounds by the creation and issue of new ordinary shares or new preference shares or wholly or partially by any one or more of those methods.

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As to additional capital of Great Western Company.

Incorporation of general Acts.

186. With respect to the additional capital by this Act authorised to be raised by the Great Western Company the provisions following of the Companies Clauses Consolidation Act 1845 namely :—

With respect to the transfer and transmission of shares ;

With respect to the payment of subscriptions and the means of enforcing the payment of calls ;

With respect to the forfeiture of shares for nonpayment of calls ;

With respect to the remedies of creditors of the Company against the shareholders ;

With respect to the borrowing of money by the Company on mortgage or bond ;

With respect to the conversion of borrowed money into capital ;

With respect to the consolidation of shares into stock ; and

With respect to the provision to be made for affording access to the special Act by all parties interested ; and

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 ;

are (except where expressly varied by this Act) incorporated with and form part of this Act.

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

187. The Great Western Company shall not issue any new share created under the authority of this Act nor shall any such 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.

Votes in respect of new shares.

188. The Great Western Company may from time to time if they think fit attach to all or any new shares or any class of new shares created under the powers of this Act any total or partial permanent or temporary restrictions of the rights of voting and other qualifications of the holders thereof.

Power to Great Western Company to cancel unissued shares or stock.

189. If the Great Western Company after having created any new shares or stock determine not to issue the whole of the shares or stock so created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the said Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

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Shares of same class to have like privileges.

190. All new shares of the same class created by the Great Western Company under this Act shall confer like privileges and shall bear like dividends or interest and be subject to like restrictions if any.

Qualification of new shares.

191. Except as by or under the powers of this Act otherwise provided all new shares issued by the Great Western Company under the powers of this Act shall in proportion to the aggregate amount from time to time paid up on the new shares held by the same person at the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount paid upon existing shares or stock of that company other than and except shares or stock to which any guaranteed or preferential dividend of a fixed amount without further participation in the profits of that company shall have been assigned: Provided always that unless otherwise determined by the meeting sanctioning the new shares no person shall be entitled to vote in respect of any of the new shares to which a fixed or preferential dividend or other special advantage shall be assigned.

Saving rights of existing preference shareholders.

192. This Act or anything therein contained shall not prejudice or affect any preference or priority in the payment of interest or dividend on any other shares or stock which shall have been granted by the Great Western Company in pursuance of or which may have been confirmed by any previous Act of Parliament or which may otherwise be lawfully subsisting or any dividend on any debenture stock of that company.

Great Western Company may create and issue stock in lieu of shares.

193. The Great Western Company may raise by the creation of stock the money which they are by this Act authorised to raise by the creation of shares or any part thereof and may create and issue such stock either wholly or partially as ordinary or wholly or partially as preferential stock as they may think fit and all the provisions of this Act with respect to the shares by this Act authorised to be created by that company and the holders thereof shall so far as applicable apply to the stock created under the authority of this present section and the respective holders thereof as fully and effectually as if those provisions were re-enacted in respect of that stock and the respective holders thereof.

New shares or stock raised under this Act or any other Act of past or present

194. Subject to the provisions of any Act already passed by which the Great Western Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session whether before or after the passing of this Act by which the said Great Western Company may be autho-

rised to raise capital by new shares or stock the said company may if they think fit raise by the creation of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by means of new shares or stock but nothing in this Act contained shall empower the said company to issue stock to be paid up by instalments.

sessions may be of same class.

Receipts in case of persons not sui juris.

195. If any money be payable to a holder of shares or stock in the Great Western Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to such company.

As to appointment and functions of joint committee.

196. With respect to the appointment and functions of a joint committee for the management of any railway or part of a railway which under the preceding provisions of this Act is to be constructed jointly by the Company and the Great Western Company the following provisions shall have effect (that is to say):—

(A) The board of each of the two companies shall within one month after the giving of the consent of the Company as aforesaid appoint two of their respective directors to be members of the joint committee and shall forthwith give notice of the appointment to the other company and every member of the joint committee shall remain in office until the thirty-first day of March succeeding his appointment or until his successor be appointed whichever shall last happen;

(B) The board of each of the two companies from time to time at their respective pleasure may remove any of their own members of the joint committee and appoint new members thereof and within fourteen days after any vacancy by death removal resignation disqualification or otherwise in the joint committee the company whose director has ceased to be a member of the joint committee shall appoint another of their directors to supply his place but there shall not at any one and the same time be more than two members of the joint committee appointed by either of the two companies;

(C) The board of each of the two companies shall in the month of March in every year after the first appointment of members of the joint committee appoint their respective two members of the joint committee for the ensuing year but every member of the joint committee not ceasing to be a member by removal resignation or disqualification shall remain in office until his successor is appointed;

(D) The authority of the joint committee shall not be dependent on there being any number of members thereof in office at the

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same time but the quorum of the joint committee shall never be less than two of which one member shall be a director in each of the two companies;

(E) The joint committee shall at every meeting thereof appoint one of the members present to be chairman of that meeting;

(F) Each member present at any meeting of the joint committee shall have one vote on every question thereat and the chairman shall not have a second or casting vote;

(G) In every case of an equality of votes on any question to be decided by the joint committee the question shall be put to the vote at the next meeting of the committee and if there then be an equality of votes thereon the question shall unless otherwise agreed be referred to the referee herein-after mentioned and may be referred to him by any of the members of the joint committee and his decision in writing thereon shall be final and binding on all parties;

(H) The joint committee shall hold their meetings at such times and at such places as they may from time to time determine;

Provided that either of the two companies may by notice signed by two of its representatives upon the joint committee require the secretary of the said committee to convene a meeting of the committee within six days after the receipt of such notice and if at any such meeting no member of one of the two companies shall be present the members being not fewer than two representing the other company shall form a quorum and may act as though the other company were represented at the said meeting;

(I) The joint committee shall from time to time appoint their own secretary or clerk at such reasonable salary as they think fit which salary and all other expenses of the joint committee shall be paid to them out of the moneys to be paid to the joint committee by the two companies as herein-after provided;

(J) The joint committee shall in the month of March in each year appoint under their respective hands a standing referee and whensoever it shall make default a standing referee shall be from time to time on the application of either company appointed by the Board of Trade. Any standing referee appointed by the committee may at any time with the concurrence of a majority of the members of the joint committee be removed from his office. And if any referee so appointed shall during his year of die or resign or be removed from office the joint committee shall within one month after knowledge of such death or resignation or after such removal appoint another standing referee in his place and in default a standing referee

shall be appointed by the Board of Trade and every standing referee appointed to supply a vacancy shall continue in office so long only as the person in whose place he may be appointed would have been entitled to remain in office if he had not died or resigned or been removed from office;

(K) The joint committee shall make true proper and sufficient minutes of all their proceedings which minutes shall from time to time be punctually and fairly entered in books to be kept by them for the purpose and which books shall at all times be open to the inspection and transcription of the respective directors and secretaries of the two companies and such persons as they respectively from time to time appoint and the joint committee shall afford to them respectively free access thereto and all proper and sufficient facilities for the inspection and transcription thereof;

(L) The joint committee shall keep true proper and sufficient accounts of all traffic whatsoever on the railway or part of a railway under their management and of all receipts credits payments and liabilities in respect thereof with all such details of names places distances quantities weights measures and other items and with all such vouchers as shall respectively be proper and sufficient for the purposes of this section or as shall from time to time be required by each of the two companies and the accounts shall from time to time be punctually and fairly entered in proper books of account to be kept by the joint committee for the purpose;

(M) The joint committee shall from time to time in a minute estimate the amount of moneys required by them for renewing repairing maintaining managing and working the railway or portion of railway under their management and otherwise carrying into effect the provisions of this Act and shall fix the times at which such moneys are to be paid to their bankers or treasurer and copies of every such minute signed by the chairman of the meeting at which such minute was made and by the secretary of the joint committee or by the arbitrator and secretary shall be sent with all convenient despatch to the secretaries of the two companies respectively addressed to the principal offices of the same companies;

(N) The two companies shall at the time so fixed in each minute pay in equal moieties to the bankers or treasurer of the joint committee the amount specified in the minute and such moieties shall be deemed debts due from the companies respectively to

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the joint committee from the day fixed for the payment thereof until the same shall be discharged;

(o) If either of the two companies shall make default in such payment the other company may if they think fit pay to the joint committee the amount due from the defaulting company and the defaulting company shall pay to the company not in default or to the joint committee as the case may be interest at the rate of ten per centum per annum to be calculated from the day fixed by the joint committee for payment of the money due or as the case may be from the day on which the company not in default shall have paid to the joint committee the amount due from the defaulting company until the day when the defaulting company make the payment either to the joint committee or to the other company as the case may require;

(p) The joint committee or the company which in pursuance of the last preceding enactment shall have made the required payment may recover from the company in default the moneys so due by action of debt in any court of competent jurisdiction and it shall be sufficient in any such action to produce the minute book containing the estimate on which the claim is founded and to prove that a copy of the said minute duly authenticated was sent to the secretary addressed at the principal office of the company in default and that the sum mentioned in the said minute has not been paid or has been paid by the company not in default.

Power to enter into working agreements.

197. The Company on the one hand and the Great Western Company on the other hand may from time to time subject (so far as the same may be applicable) to the provisions of Part III. of the Railways Clauses Act 1863 enter into and carry into effect and rescind contracts agreements and arrangements with respect to the following matters or any of them (that is to say):—

The working use management and maintenance by the contracting companies or either of them of their respective railway and works or any part or parts thereof respectively;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the undertakings of the contracting companies or either of them;

The supply and maintenance under any agreement for the railways and works or any part thereof of either of the contracting companies being worked by the other of such companies of engines stock and plant necessary for the purposes of such agreement;

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The erection formation and providing by the contracting companies or either of them of sidings lay-byes accommodation works buildings and conveniences upon or in connexion with their respective undertakings and the maintenance use and repair thereof;

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

The payments allowances drawbacks or rebates to be made by either of the contracting companies to the other of them;

The employment of officers and servants;

Provided always that during the continuance of any agreement to be entered into under the provisions of this section for the working or use of the respective railways undertakings and works or any part or parts thereof as aforesaid the said railways undertakings and works of the contracting companies shall for the purposes of short distance tolls and charges be considered as one railway undertaking or work respectively as the case may be and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways undertaking or work respectively as the case may be of one of the contracting companies and partly on the railways undertaking or work respectively as the case may be of the other such company for a less distance than four miles tolls and charges may only be charged as for four miles and in respect of passengers for every mile or fraction of a mile beyond four miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond four miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railways undertaking or work respectively as the case may be of one of the companies parties to such agreement and partly on the railways undertaking or work respectively as the case may be of the other such company.

Running powers to Great Northern Company.

198. The Great Northern Company when they shall at their own cost have constructed the said Railways Nos. 3C and 3D or some other convenient and sufficient junction with Railway No. 3B may run over and use with their engines and carriages of every description and with their clerks officers and servants all or any part of the railways by this Act authorised between the junction or junctions thereof with the Great Northern Railway and the several termini of the proposed Railways Nos. 3 and 6 together with the stations watering-places water booking offices warehouses landing-places

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sidings works and conveniences connected therewith or other works that may at any time hereafter be constructed by the Company in connexion with the railways by this Act authorised.

Terms of such user.

(A) The number of trains the Great Northern Company shall be entitled to run and the priority of such trains having regard to the traffic of the Company and of other companies lawfully using the railways run over and the relative importance of the traffic to be accommodated and generally the terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Great Northern Company for and in respect of the use of such railways stations works and conveniences shall be such as may be from time to time agreed upon between them and the Great Northern Company or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of either company and the cost of the arbitration shall be in his discretion and the decisions of such arbitrator shall be binding on all parties for such limited period as the arbitrator may determine;

For protecting local traffic.

(B) In exercising the running powers by this Act granted it shall not be lawful for the Great Northern Company to take up at any station on the railways by this Act authorised any traffic of any kind and to deliver the same at any other station on the said railways unless with the consent in writing of the Company;

(C) In order to facilitate the reception accommodation and transmission of the traffic coming from or going to the railways of the Great Northern Company to or from any place on the railways of the Company the Company shall afford all proper and sufficient facilities including through rates and through booking through invoicing and through carriages waggons and trucks for the accommodation and transmission of and shall properly and sufficiently accommodate and transmit all such traffic on their railways or any parts thereof and such facilities for the accommodation of such traffic as aforesaid shall be afforded by the Company subject to such reasonable rules and regulations and on payment of such tolls fares rates and charges as may be from time to time agreed upon between the Company and the Great Northern Company or as failing agreement may be determined by an arbitrator to be appointed in manner in this section provided;

Great Northern Company

(D) The Great Northern Company may from time to time at their own expense provide and employ their own clerks and

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carting agents at such of the stations on the railways by this Act authorised as may be agreed on between the Company and the Great Northern Company or as failing agreement shall be settled by arbitration in manner provided by this section and the Company shall if required by and at the cost of the Great Northern Company provide for such clerks and agents such proper accommodation and on such terms and conditions as in default of agreement may from time to time be settled in like manner;

may employ their own clerks &c.

(E) The Great Northern Company may at their own cost provide and maintain their own goods and coal stations and depôts with the necessary access thereto and all works and conveniences connected therewith at such points on the railways by this Act authorised as may be agreed on between the Company and the Great Northern Company or as failing agreement may be settled by arbitration in manner in this section provided due regard being had by the arbitrator to the fitness of the points proposed and the relative importance of the traffic of the Great Northern Company and the traffic of the Company:

(F) The Great Northern Company in using or traversing the railways and in using the stations and conveniences thereof in accordance with the provisions herein-before contained shall at all times observe the regulations and byelaws for the time being in force on the railway so far as such byelaws shall be applicable to the Great Northern Company.

Byelaws to be observed.

199. In the exercise of the running powers by this Act conferred on the Great Northern Company and in respect of the facilities and accommodation of all kinds which are by this Act to be afforded by the Company to the Great Northern Company the Great Northern Company shall from time to time notwithstanding anything contained in this Act or any award made under this Act be entitled to terms and conditions in all respects as favourable as shall be in force from time to time with regard to any other company.

Great Northern Company entitled to terms as favourable as those given to other companies.

PART X.

General.

200. If at any time after the date of transfer to the Company the Grand Junction Canal Company in conjunction with one or more of the several canal companies whose canals have uninterrupted water communication with the Regent's Canal (which expression

As to future purchase of Regent's Canal &c. by canal companies.

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shall be deemed to include the Lee Conservancy Board) make application to Parliament for an Act enabling them to purchase and acquire or take on lease in perpetuity (such purchase or lease to take effect immediately on the passing of such Act as last aforesaid but the canal shall not vest in the purchaser until the consideration for the same shall be paid or secured to the reasonable satisfaction of the Company) the Regent's Canal (including the Limehouse basin) and the Hertford Union Canal for the bonâ fide purpose of keeping open the existing through water communication between the Regent's Canal and the other canals now having direct water communication therewith upon terms to be settled by arbitration the Company shall not oppose such application except so far as may be necessary to procure the insertion in the Bill by which such application is made of such clauses and amendments as may be reasonably necessary for their protection: Provided always that unless the Company otherwise agree such application to Parliament shall only be for the purchase or lease of the canal and all the reservoirs works basins docks quays slips landing-places lay-byes weirs aqueducts towing-paths warehouses and wharves used in connexion with the canal and conveniences thereto belonging together with all water rights and other easements rights powers and privileges and shall not include any part or parts of the property or undertaking of the Canal Company as shall be necessary for the construction of the railway and works by this Act authorised.

Interest not to be paid on calls paid up.

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

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

202. No Company shall out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect to any application to Parliament for the purpose of obtaining an Act authorising such Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

203. Nothing in this Act contained shall exempt any railway company or the railways from the provisions of any general Act relating to railways or the better and 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 by this Act.

Costs of Act.

204. 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 SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

This Indenture made the 2nd day of March 1881 between the Company of Proprietors of the Regent's Canal incorporated by the Regent's Canal Act 1812 and herein-after referred to as the "Canal Company" of the one part and Sir George Henry Chambers of No. 4 Mincing Lane in the city of London merchant William Rushton Adamson of No. 38 Nicholas Lane in the said city merchant James Brand of No. 65 New Broad Street in the said city merchant James Staats Forbes of No. 14 Ashley Place Westminster in the county of Middlesex Esquire Albert George Sandeman of No. 20 St. Swithin's Lane in the said city merchant Charles Gassiot of No. 37 Mark Lane in the said city merchant William Hamilton Crake of No. 71 Old Broad Street in the said city merchant Colonel Ben Hay Martindale C.B. of No. 21 Kensington Gardens Square in the county of Middlesex Alexander Lang Elder of No. 7 St. Helen's Place in the said city merchant and Henry William Carter of No. 21 Billiter Street in the said city shipowner herein-after referred to as "the promoters" of the other part.

(A) Whereas the capital of the canal company consisted on the 30th day of September 1880 of the following items (that is to say) (A) £900,450 consolidated ordinary stock representing £996,625 paid up capital (B) £260,685 debenture stock of which £200,000 bears interest at the rate of $4\frac{1}{4}$ per centum and £60,685 bears interest at the rate of 4 per centum per annum (C) £8,424 6*s.* 1*d.* being the difference or excess of expenditure over receipts on capital account to that day.

(B) And whereas the foregoing amount of debenture stock of the canal company is less by the sum of £49,315 than the sum of £310,000 which they are entitled to raise on mortgage or debentures and the said difference excess or sum of £8,424 6*s.* 1*d.* and any further moneys which have or may be expended on capital account between the said 30th day of September 1880 and the day of transfer herein-after defined have already been or are intended to be raised by the further exercise of the said borrowing powers and the said difference excess or sum together with the said further expenditure or so much thereof respectively as shall not for the time being have been raised by the exercise of the borrowing powers is herein referred to as the unfunded capital.

(C) And whereas it is the intention of the promoters to introduce and promote in Parliament a Bill in the next session after the date of these presents and if the same does not then pass into law then in the next ensuing session to incorporate a company for amongst other purposes the purchase of the undertaking

of the canal company upon the terms herein-after expressed and to confirm this agreement and enable effect to be given thereto. A.D. 1882.

Now these presents witness and the canal company do hereby for themselves and their successors so far as relates to the acts and deeds to be done and performed by them covenant with the promoters their executors and administrators and the promoters so far as relates to the acts and deeds to be done and performed by them do hereby for themselves their heirs executors and administrators covenant with the canal company their successors and assigns in manner following (that is to say):—

1. If this agreement shall not be confirmed by resolution of the proprietors of the canal company passed at a meeting to be convened by order of the general committee of the canal company and held within the period of one month from the date of this agreement or any adjournment of such meeting (and which meeting shall not be in substitution for any meeting required by the standing orders of either House of Parliament) or if no Act of Parliament be passed confirming this agreement and making the same binding before the end of the second session of Parliament after the date hereof then and in either of the said cases this agreement shall be null and void except as herein-after mentioned.

2. Except in respect of the obligation herein-after contained for payment of expenses this agreement shall not be personally binding upon the promoters their executors or administrators or any of them after the same shall have become binding upon a company to be incorporated by Parliament as herein-after mentioned to give effect thereto which company is herein-after referred to as the new Company.

3. The canal company shall sell and the promoters shall purchase the undertaking and property of the canal company on the terms and subject to the conditions herein-after expressed.

4. The purchase money to be paid by the promoters or the new Company to the canal company shall be the sum of £1,170,585 besides the amount of the unfunded capital of the canal company on the day of transfer as herein defined such amount to be ascertained by the certificate of the chairman of the canal company for the time being which certificate shall be absolutely binding final and conclusive.

5. The purchase money shall be paid and the purchase shall be completed at the canal company's principal office on the 31st day of March which shall happen next after the Royal Assent shall have been given to an Act of Parliament confirming this agreement and making the same binding which day is herein referred to as "the day of transfer." It shall be lawful for but not incumbent upon the canal company with the consent of the promoters or the new Company from time to time to postpone the day of transfer until any later 31st day of March or 30th day of September within three years after the date of such Royal Assent upon such terms and conditions as may be agreed upon between the canal company and the promoters or the new Company. The power to postpone the day of transfer and to agree upon the terms and conditions of postponement may be exercised in the same way as any other power or discretion given to either party under the terms of this agreement. From and after any such postponement this agreement shall be read and construed as if such later day had been the day of transfer originally appointed. Payment of the purchase money on the day of transfer shall be the essence of the contract.

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6. The purchase shall include all the real and personal estate rights powers and privileges of the canal company on the day of transfer other than and except (A) the purchase moneys payable under this contract; (B) the current revenue of the canal company as herein-after defined and (C) dividends remaining unclaimed or unpaid in the hands of the canal company on the day of transfer and (D) the reserve fund of the canal company on the day of transfer all which excepted items shall be and remain the exclusive property of the canal company.

7. The current revenue of the canal company shall for the purpose of this agreement be such sum as the chairman for the time being of the canal company shall certify to be the sum which would on the day of transfer if this agreement had not been made and in the ordinary course of business of the canal company have been in his judgment applicable to the payment of dividend. The certificate of the chairman under this clause shall be absolutely binding and conclusive.

8. The sale is subject to the debenture stock and debenture debt of the canal company as existing on the day of transfer.

9. The sale is also subject to all the obligations servitudes and liabilities of the canal company of every kind and whether attaching to the Company or to their property and whether imposed by statute or arising under contract or otherwise and whether chargeable against the revenue or capital including all pensions and annuities by way of compensation or otherwise existing upon or arising after the day of transfer other than and except the liability of the canal company to their proprietors in respect of the purchase money payable under and the current revenue and unclaimed dividends and reserve fund reserved by this contract. The annuities specified in the schedule hereto shall be continued by the promoters or the new Company to the persons and for the periods mentioned in the said schedule.

10. The title of the canal company to the property comprised in the sale is accepted and no requisition or objection shall be made in respect thereof and the statements contained in the recitals to this agreement as to the capital of the company and otherwise shall be assumed to be true and correct in every respect.

11. Upon payment of the purchase money as aforesaid the undertaking and property of the canal company shall vest in the promoters or the new Company and upon such payment but not before the promoters or the new Company shall be entitled to possession or receipt of the rents and profits of the said undertaking and property subject to the provisions of this agreement as from the day of transfer.

12. The new Company shall well and effectually and by such instruments as the canal company shall reasonably require indemnify the canal company against all contracts liabilities and obligations subject to which the sale is made and all loss costs expenses damages claims and demands by reason or on account thereof.

13. In the meantime and until the day of transfer the rights powers and privileges of the canal company shall remain unimpaired and unaffected and they shall be at liberty to continue their business as a going concern in all respects as if this agreement had not been made with full power in their absolute discretion to raise or diminish tolls to make vary or rescind byelaws to enter into and vary

contracts to alter and raise salaries employ and discharge officers and workmen repair maintain extend and alter works and generally to do all acts and exercise all powers which they might or could have done if this agreement had not been made and the promoters shall not on any account whatsoever or in any manner be entitled to interfere with or control the affairs or business of the canal company or to require any account from them nor shall the promoters have any estate right title interest claim or demand in to or upon the property or be entitled to enter thereupon or in any manner interfere therewith until the purchase and other moneys under this agreement shall have been fully paid and satisfied.

14. The canal company shall be at liberty in their discretion at any time before the day of transfer to create and issue debenture stock within the limits of their borrowing powers in respect of any balance for the time being standing to the debit of their capital account in their books and they may from time to time carry to the debit of the capital account in their books all items representing expenditure on account of capital and the certificate of their chairman for the time being shall be final and conclusive evidence of such items having been expended and being properly chargeable to the capital account.

15. Such compensation shall be made and paid by the promoters or the new Company to the canal company for the directors and officers and for the servants of the canal company as may be settled or agreed between the canal company and the promoters or failing agreement be determined by arbitration and the canal company shall be entitled to a lien on the undertaking for the amount thereof in case the said amount shall not be paid or otherwise effectually satisfied upon or before the day of transfer.

16. The promoters shall introduce and promote in Parliament a Bill in the next session after the date of these presents and if the same shall not then pass into law then in the next ensuing session to incorporate a company for the purchase of the undertaking of the canal company upon the terms specified in this agreement and to confirm and give effect to this agreement and shall use their utmost endeavours to secure the passing of such Bill into an Act of Parliament.

17. The promoters shall insert in their said Bill such clauses and provisions as the canal company shall reasonably require and as shall be proper and effectual for their protection and for the due winding up and liquidation of their affairs and the distribution of their purchase money and other funds and for the ultimate dissolution of their company.

18. The said Bill shall contain obligations upon the new Company to keep up the water of the said canal and to maintain the same as an inland navigation and to undertake all the obligations by this agreement undertaken by or imposed upon the promoters.

19. The canal company shall be at liberty to rescind this agreement in any of the following events namely:—

(A) If such clauses and provisions as the canal company shall reasonably require or as shall be proper and effectual for their protection and for the due winding up and liquidation of their affairs and the distribution of the purchase money and other funds and for the ultimate dissolution of their company shall not be inserted in the said Bill or being inserted therein shall not in any material particular become law:

(B) If any provisions are inserted in the said Bill or Act when passed which as to any material particular shall be inconsistent with this agreement;

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(c) If default shall be made in payment of the purchase money or any part thereof on the 31st day of March which shall happen next after the Royal Assent shall have been given to an Act of Parliament as aforesaid or any later day of transfer which may under the power for that purpose hereinbefore contained be agreed upon by the canal company and the promoters or the new Company the power of rescission may be exercised in the same manner as any other power exerciseable by the canal company under the terms of this agreement. In case of rescission under clause (A) or clause (B) notice thereof shall be given to the promoters or any three of them or to the solicitor or agent for the Bill before the third reading of the Bill in that House of Parliament in which it is last read.

20. The promoters or the new Company shall on demand pay to the canal company and indemnify them against all costs charges and expenses of or in connexion with the negotiation preparation and completion of this agreement and the confirmation and execution thereof or in anywise relating thereto including all costs charges and expenses incurred by the canal company in reference to the said Bill in Parliament. In the event of any difference under this clause the same shall be referred to the arbitration of the President for the time being of the Incorporated Law Society or some person to be named by him whose award shall be final.

21. All questions or disputes which may arise as to the true construction and application of this agreement and all questions or disputes which may arise under or in or about the execution of this agreement and for which no special provision is otherwise hereby made shall on the request of either party be referred to the arbitration of Mr. James Dickinson Q.C. or failing him of Mr. Arthur Shelly Eddis Q.C. or failing him by one of Her Majesty's counsel practising at the equity bar to be named from time to time by the Attorney-General or Solicitor-General for the time being and the decision of the arbitrator on any matter referred to him shall be final and conclusive.

22. Nothing herein contained shall defeat or prejudice the right of the canal company for the purpose of securing and giving effect to the provisions of this agreement to petition either House or both Houses of Parliament against any alteration in the Bill and the promoters will not object to their right to be heard on such petition.

23. This agreement is subject to such alterations as Parliament may think fit to make therein but without prejudice to such right of rescission as is hereinbefore reserved to the canal company.

24. All acts powers and discretions which under the terms of this agreement may be done and exercised by the canal company may be done and exercised by writing under their common seal or under the hand of their chairman for the time being and any such writing so authenticated shall be deemed to be the due exercise of any of the said powers and discretions which it purports to exercise all acts powers and discretions which under the terms of this agreement may be done and exercised by the promoters may be done and exercised by any five or more of them by writing under their hands and any such writing so authenticated shall be deemed to be the due exercise of any of the said powers and discretions which it purports to exercise.

25. The true intent and meaning of this agreement is hereby declared to be as follows:—To secure to the canal company the full possession enjoyment and

control of their undertaking until the day of transfer and thereupon to secure to the promoters or the new Company that the said undertaking shall be handed over to them as a going concern. The management in the interval between the date of this agreement and the day of transfer to be in all respects within the judgment and discretion of the canal company acting nevertheless in perfect good faith towards the promoters and the new Company. In witness whereof the canal company have caused their common seal to be hereunto affixed and the other parties to these presents have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE.

An annuity of £120 to the Misses Snee the daughters of a former secretary and the survivor of them for their and her life.

A pension of seven shillings per week payable to Smith of

The common seal of the canal company affixed in the presence of

J. A. Abbott
Clerk to the Company.

Seal of the Canal Company.

This deed was sealed after the erasure of the name of William James Harris as one of the parties thereto on the first page.

J. A. Abbott.

GEORGE HENRY CHAMBERS.
WILLIAM RUSHTON ADAMSON.
JAMES BRAND.
JAMES STAATS FORBES.
ALBERT GEORGE SANDEMAN.
CHARLES GASSIOT.
WILLIAM HAMILTON CRAKE.
BEN HAY MARTINDALE.
ALEXANDER LANG ELDER.
HENRY WILLIAM CARTER.

Signed sealed and delivered by all the above parties of the second part (except the said Albert George Sandeman) in the presence of

CHARLES R. VIGERS.

3 Westminster Chambers.

The above written deed was signed sealed and delivered by all the parties thereto whose signatures are attested by me after the erasure in the first page of the name of William James Harris as one of the parties thereto.

CHARLES R. VIGERS.

This deed was signed sealed and delivered by the above-named Albert George Sandeman after the erasure had been made in the first skin in the presence of

CHARLES R. VIGERS.

A.D. 1882.

THE SECOND SCHEDULE.

An Agreement made the sixteenth day of May one thousand eight hundred and eighty-two between Sir George Henry Chambers William Rushton Adamson James Brand James Staats Forbes Albert George Sandeman Charles Gassiot William Hamilton Crake Colonel Ben Hay Martindale and Henry William Carter being the promoters of a Bill now pending in Parliament and intituled "A Bill for incorporating the Regent's Canal City and "Docks Railway Company for the transfer to them of the "undertaking of the Regent's Canal Company for authorising "the construction of railways from the Great Western and "Hammersmith and City Railways at Paddington to the Royal "Albert Dock of the London and Saint Katharine Docks "Company and of street improvements and other works and "for other purposes" (herein-after called "the promoters") of the one part and the London and Saint Katharine Docks Company of the other part.

It is mutually agreed by and between the promoters and the London and Saint Katharine Docks Company in consideration of the withdrawal of the opposition of the last-named company to the preamble of the said Bill and for the considerations herein-after mentioned (and subject to the necessary consent of Parliament to the alterations hereby agreed to be made in the said Bill) as follows:—

1. The said Bill (herein-after referred to as "the Bill") shall be altered in such manner that the railway therein called Railway No. 5 and described as a railway "2 furlongs and 0·53 chains or thereabouts in length and wholly in "the township of Plaistow in the parish of West Ham in the county of Essex "commencing by a junction with the Railway No. 3" (in the Bill mentioned and described) "by the Act authorised at its termination as above described and "terminating at a point 8 yards or thereabouts measured in a northerly "direction from the north-east corner of No. 3 Granary in the course of "re-erection belonging to the London and Saint Katharine Docks Company "and there forming a junction with the railway siding or sidings belonging "to that company" shall be altered so that its termination shall be at the London and Saint Katharine Docks Company's fence at a point 120 feet or thereabouts westward of the north-west angle of the London and Saint Katharine Docks Company's engine-house and in the event of the said railway so altered being authorised and constructed the London and Saint Katharine Docks Company shall at their own expense and with all due despatch after the completion thereof connect the said railway at the point where it shall terminate as aforesaid by all necessary lines of rail works and other conveniences properly laid out and constructed with the London and Saint Katharine Docks Company's Railway goods sidings at a point 8 yards or

thereabouts measured in a northerly direction from the north-east corner of the No. 3 Granary in course of re-erection belonging to the London and Saint Katharine Docks Company. A.D. 1882.

2. The London and Saint Katharine Docks Company shall at all times at the junction in the last article referred to and described receive all the goods traffic brought by the Regent's Canal City and Docks Railway Company and shall afford for the reception and delivery of all such traffic all due and reasonable facilities and every reasonable accommodation and the London and Saint Katharine Docks Company shall manipulate and deal with such traffic in the same way that they manipulate and deal with the traffic handed over or to be handed over to them by other railway companies and shall charge or levy on and in respect of such traffic so delivered to them by the Regent's Canal City and Docks Railway Company no higher rates dues or charges than the rates dues or charges that they may be at the same time levying or charging for or in respect of other traffic of a like description which may be delivered to them by any other railway company and shall not subject the traffic so delivered by the Regent's Canal City and Docks Railway Company or the Regent's Canal City and Docks Railway Company to any prejudice or disadvantage in any respect whatsoever and shall do nothing to obstruct or delay the traffic brought or delivered to them by the Regent's Canal City and Docks Railway Company.

3. The Bill shall also be altered in such manner that the railway therein called Railway No. 4 and described as a railway "2 miles 1 furlong and 0·07 " chains or thereabouts in length commencing in the township of Plaistow in " the parish of West Ham in the county of Essex by a junction with the " Railway No. 3 by this Act authorised at its termination as above described " and terminating at the parish of Woolwich (detached) in the county of Kent " on the northern bank or foreshore of the River Thames at a point about 430 " yards northward from the northern pier head of the river entrance to the " Royal Albert Dock of the London and Saint Katharine Docks Company " together with a pier for carrying the said Railway No. 4 for a distance of " about 142 yards westward from its termination" shall be altered so that its termination shall be at a point on the fence of the London and Saint Katharine Docks Company 185 feet or thereabouts eastward of the east side of the level crossing of the Connaught Road of the Beckton Railway and in the event of the said railway so altered being authorised and constructed the London and Saint Katharine Docks Company shall at their own expense and with all due despatch after the completion thereof connect the said railway at the point where it shall terminate as aforesaid by all necessary lines of rail works and conveniences properly laid out and constructed with the passenger railway line belonging to them.

4. The London and Saint Katharine Docks Company shall at all times at the junction in the last article referred to and described and on the said passenger railway therein mentioned afford all due and reasonable facilities for the receiving forwarding and delivering of the traffic of the Regent's Canal City and Docks Railway Company and shall not subject such traffic to any obstruction or delay and shall not give or afford to any other traffic or any other company any preference or advantage over the said traffic or over the Regent's Canal City and Docks Railway Company nor subject such traffic or

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the Regent's Canal City and Docks Railway Company to any prejudice or disadvantage in any respect whatsoever.

5. The London and Saint Katharine Docks Company shall at their own expense after the passing of the Bill into law and the subscription of the capital of the Regent's Canal City and Docks Railway Company and with such expedition as to ensure completion when the last-mentioned railway of the same company shall be completed construct an extension of their passenger line of railway herein-before referred to from the point where it terminates at the present time with lines of rails platforms sidings approaches telegraphs points signals machinery and other works and conveniences properly laid out and constructed at Galleon's Reach and shall at the termination of the said extension of the passenger line of railway at the River Thames at their own expense and in time to meet the requirements of the Regent's Canal City and Docks Railway Company construct and complete and afterwards maintain a suitable and proper landing stage or pier 142 yards in length and 15 yards in width. It shall not be deemed a compliance with this article of these presents unless the construction and maintenance of the work be approved by the Regent's Canal City and Docks Railway Company or found to be sufficient by arbitration in the manner herein-after expressed.

6. The Regent's Canal City and Docks Railway Company and all other companies from time to time lawfully using their railway or any part thereof may run into over and use with their engines and carriages and their officers and servants and for the purpose of traffic the passenger lines of railway of the London and Saint Katharine Docks Company and the extension thereof which the London and Saint Katharine Docks Company are to construct under these presents together with all the lines of rails platforms sidings points signals machinery works and conveniences connected or used with the said line of railway or extensions including the landing stage or pier to be constructed by the London and Saint Katharine Docks Company under these presents. And the London and Saint Katharine Docks Company shall at all times afford all reasonable facilities for the purpose, and shall not obstruct hinder or delay the Regent's Canal City and Docks Railway Company or their officers and servants in the exercise of the powers hereby conferred.

7. The terms and conditions upon which the Regent's Canal City and Docks Railway Company or such other companies as aforesaid shall be entitled to run into over and use the said premises extensions works and conveniences respectively shall be such terms and conditions as may from time to time be agreed upon between the companies interested or failing agreement between them as from time to time determined by arbitration as herein specified having regard to all outlay made by the London and Saint Katharine Docks Company in pursuance of this agreement. Provided always that no terms or conditions shall be imposed upon the Regent's Canal City and Docks Railway Company or such other companies as aforesaid which are more onerous than those upon which other railway companies or any other railway company shall be entitled for time being to enjoy and exercise similar powers to those enjoyed or exercised by the Regent's Canal City and Docks Railway Company or such other companies as aforesaid.

8. If any dispute shall arise as to the time or mode of construction of any works hereby agreed to be constructed or as to the satisfactory maintenance of

works hereby agreed to be maintained or as to the terms and conditions in the last clause of these presents referred to the same shall be referred to and settled by arbitration in the manner and with the incidents and consequences prescribed by the Railway Companies Arbitration Act 1859 as if the London and Saint Katharine Docks Company was a railway company within the meaning of that Act.

In witness whereof the said parties of the first part have hereunto set their hands and seals and the London and Saint Katharine Docks Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by the above-named Sir George Henry Chambers William Rushton Adamson James Brand James Staats Forbes and Charles Gassiot in the presence of
CHRISTN. OSLAND
Messieurs Higginson & Vigers
Solicitors
3 Westminster Chambers
Victoria Street S.W.

GEO. H. CHAMBERS (L.S.)
W. R. ADAMSON (L.S.)
JAMES BRAND (L.S.)
J. S. FORBES (L.S.)
ALBERT G. SANDEMAN (L.S.)
CHAS. GASSIOT (L.S.)
W. H. CRAKE (L.S.)

Signed sealed and delivered by the above-named Albert George Sandeman in the presence of
J. W. KILLIP
Clerk to
Messieurs Higginson & Vigers.

Signed sealed and delivered by the above-named Ben Hay Martindale in the presence of
CHRISTN. OSLAND.
B. H. MARTINDALE (L.S.)

Signed sealed and delivered by the above-named Henry William Carter in the presence of
J. W. KILLIP.
H. W. CARTER (L.S.)

Sealed by order of the Court of Directors of the London and Saint Katharine Docks Company in the presence of
HENRY J. MORGAN,
Secretary.

Common Seal of the London and Saint Katharine Docks Company. Incorporated 1864.

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THE THIRD SCHEDULE.

Properties parts of which only may be required to be taken.

Parish.	Number on Plan.
	Railway No. 1 and Canal Works.
Parish of Saint Mary Paddington.	136 137 138 139 140 141
Parish of Saint Marylebone -	18 19 21 22 23 38 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 65 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 95 96 97 101 105 106 108A 128 128A 130 131
Parish of Saint Pancras -	4 5 6 7 8 9 11 12 14 15 16 17 18 19 20
	Railway No. 2 and Canal Works.
Parish of Saint Pancras -	72 94 96 97 107 108 109 112 116 117 118 120 121 122 123 138A 140 155 158 162 176 177C 197 220 326 329 331 337 338 339 340 344 348 354 355 366A 369 371 372 378 378A 381 383 384 385 393 394 395 396 399A 400A 403 404 405 406 408 409 410 411 412 413 435 437 452 467 471 487 492
	Railway No. 3A.
Parish of Saint Pancras -	452 467 471 487 492
	Railway No. 3B.
Parish of Saint Mary Islington	563 564 565 598 599
	Railway No. 3D.
	656 658 660 662 664 674 675 676 679 663
	Railway No. 3E.
	44
	Railway No. 3 and Canal Works.
	44 101 284 292 298 299 302 304 385 386 387 392 422

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Parish.	Number on Plan.
Parish of Saint Leonard Shoreditch.	2 3 4 4A 6 7 7A 7B 7C 7D 7E 9A 9B 19A 21 21A 79 106 108 108A 108B 108C 108D 108E 109 163 164 164A 165 281 282 283 297 297A 297B 302 303 322 325 396 396A 398 399 400 402 403 404 405 406 407 409 410 411 412 413 414 415 416 417 418 419 420 421 422 422A 423 425
Parish of Saint John at Hackney.	34 36 41 41A 42 44 71 75 76 105 127 129 130 157 159 160 177 205 214 216 217 218 219 220
Parish of Saint Matthew Bethnal Green.	19 20 21 21A 45 45A 46 130 131 132 133 134 135 138 153 154 155 156 157 158 159 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192D 197 198 199 200 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 232A 242 161A 161B 159A 159B 159F
Parish of Saint Mary Stratford Bow.	1 2 3 4 6 7 8 9 10 12 28 35 36 37 39 56 78 106 107 108 109 110 111 112
Parish of West Ham township of Stratford.	15 33 34 36 38
Township of Church Street -	13 31 35
Township of Plaistow -	35 38 39 40 61 62
	Railway No. 6.
Parish of Saint Mary Islington	44 81 82 83 84 85 86 87 88 102 102A 102B 102C 102D 103 104 105 106 107 108 109 284 292 294 299B 299C 299D 301 302
Parish of Saint Luke - -	253

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THE FOURTH SCHEDULE.

An Agreement made the fifteenth day of April one thousand eight hundred and eighty-two between Richard Benyon of Englefield House Reading in the county of Berks esquire (herein-after called the owner) of the one part and Sir George Henry Chambers of No. 4 Mincing Lane in the city of London merchant and William Hamilton Crake of No. 71 Old Broad Street in the said city merchant (two of the promoters of a Bill now pending in Parliament intituled "A Bill for incorporating the "Regent's Canal City and Docks Railway Company for the "transfer to them of the undertaking of the Regent's Canal "Company for authorising the construction of railways from "the Great Western and Hammersmith and City Railways at "Paddington to the Royal Albert Dock of the London and "Saint Katharine Docks Company and of street improvements "and other works and for other purposes") on behalf of themselves and other the promoters of the said Bill all herein-after called the "promoters" of the other part.

Whereas the promoters are seeking the incorporation of a company by the name of "the Regent's Canal City and Docks Railway Company" (herein-after referred to as "the Company") having for the objects of its incorporation the purposes referred to in the title to their said Bill.

And whereas the said Bill (section 30) contains provisions for the stopping up of the existing entrance to the Kingsland Basin and the making and maintaining in substitution therefor of a new lock entrance and means of communication from the Regent's Canal to the said basin commencing at a point about 60 yards westward from the centre of the existing entrance to the said basin and terminating on the western side of the said basin at a point about 1 chain north of the towing-path of the Regent's Canal. And it is thereby provided that nothing shall render it obligatory upon the Company to maintain the said new lock entrance or means of communication to the Kingsland Basin after the expiration or other sooner determination of a certain indenture of lease dated the 17th day of January 1821 from the Reverend Peter Beauvoir to William Rhodes of certain lands upon part whereof the Kingsland Basin is constructed nor after re-entry by the Company (if they should re-enter) upon the said existing entrance to the Kingsland Basin by virtue of the conditions and stipulations in that behalf contained in certain articles of agreement dated the 29th day of August 1822 made between the Regent's Canal Company of the one part and the said William Rhodes of the other part.

And whereas the said agreement of the 29th day of August 1822 contained a declaration that the opening into the said basin should remain during the unexpired term of the said lease of the 17th day of January 1821 and also

contained covenants by the said William Rhodes to keep the said entrance and the works relating thereto in repair and not to make any drain or other opening into the canal or otherwise injure it and other covenants to the like effect and also a proviso enabling the said Regent's Canal Company to stop up the said entrance in the event of the said William Rhodes his executors administrators or assigns making or suffering or causing to be made any slip dock or recess or any communication in the nature thereof from the said basin into any lands or wharves adjoining thereto other than that thereby agreed to be made nor any alteration whatsoever in the form of the said basin or dock and entrance and works thereto belonging without the consent in writing of the said Regent's Canal Company. A.D. 1882.

And whereas the owner as devisee of Richard Benyon de Beauvoir who was the heir-at-law of the said Peter Beauvoir is the person now entitled to the receipt of the rents and profits of the said Kingsland Basin and of the wharves abutting thereon.

And whereas the said lease of the 17th day of January 1821 referred to in section 30 of the said Bill no longer exists having been set aside and determined by a judgment of the House of Lords in or about the year 1832 and the owner contends (amongst other things) that he and his predecessors in title having held and enjoyed the existing entrance to the Kingsland Basin from that time until the present without interruption he now has acquired a presumptive right to such entrance not determinable by the Regent's Canal Company or by any other company or persons claiming through them.

And whereas the owner contending as aforesaid and he and certain other persons being the lessees and tenants of wharves abutting on the said basin under various tenancies granted by the owner or his predecessors in title also believing that the stopping up of the existing entrance to the canal and the making in substitution therefor of the said proposed new lock entrance and means of communication will prove prejudicial to them and depreciate the value of their property have presented a petition against the passing of the said Bill.

And whereas in consideration of the withdrawal of the opposition of the owner and the lessees and tenants to the said Bill the promoters have agreed that the Company shall make and for ever maintain the said new lock entrance and means of communication to the Kingsland Basin and that the owner and his successors in title shall for ever use and enjoy the same upon the terms and subject to the provisoes and stipulations herein-after contained.

Now it is hereby mutually agreed between the owner on the one side and the promoters on the other side as follows that is to say :—

1. When a clause in terms satisfactory to and approved by the owner confirming this agreement as herein-after stipulated shall have been inserted in the said Bill the owner shall forthwith withdraw the said petition and procure the withdrawal thereof by the said lessees and tenants and shall not either directly or indirectly in either House of Parliament oppose or sanction or procure or support any opposition to the passing of the said Bill or any amended or varied form thereof provided that any amendment or variation shall not be at variance with this agreement but if any amendment or variation of such clause is proposed in either House then the owner shall be entitled to take all necessary

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measures for opposing such amendment or variation in so far as prejudicial to his rights and interests or those of the said lessees.

2. In the event of the said Bill passing into an Act of Parliament during the present session the said agreement of the 29th day of August 1822 (if and so far as the same is now a valid subsisting agreement and without prejudice in any way to the rights of the owner and lessees in the event of the said Bill failing to pass as aforesaid) shall be considered as cancelled and instead thereof the new lock entrance and means of communication from the Regent's Canal to the Kingsland Basin shall be made and for ever maintained by the Company or their successors or assigns and for ever held and enjoyed by the owner and all persons from time to time claiming through or under him upon the terms and subject to the conditions herein-after contained.

3. In the event aforesaid the Company shall at their sole cost in all respects and in such a way as not to obstruct the traffic between the said basin and canal make the said new lock entrance and means of communication together with all works incidental thereto and provide all necessary and sufficient engines machinery and power for the efficient working thereof to the reasonable satisfaction of the owner or other the person or persons for the time being entitled to the rents and profits of the wharves abutting on the said Kingsland Basin his or their engineer or engineers surveyor or surveyors and shall at the like cost and to the like satisfaction for ever well and sufficiently repair and maintain and keep repaired and maintained the said lock entrance means of communication works and premises and at all hours and times during which the Regent's Canal is open for traffic work the said lock (without levying tolls or charges for passing through the same) as an efficient means of communication for boats and barges to and from the said Kingsland Basin and the Regent's Canal.

4. It shall be lawful for the owner or his successors in title his or their engineer or engineers surveyor or surveyors for the time being when and as often as they shall think proper at seasonable and convenient times to enter into and upon the said lock entrance works and premises and examine the same and the state of repair thereof. And in case upon any such examination there shall be found any want of repair to leave or give notice in writing at the office of the Company their successors or assigns for them to repair the same. And the Company their successors or assigns will repair the same accordingly within three calendar months from the time when such notice shall be so given or left as aforesaid if such repair will admit of so long delay or forthwith upon such notice being given or left as aforesaid if the same notice shall require such repair to be made forthwith. And if the Company their successors or assigns shall not repair the said lock entrance works and premises within three calendar months from the time when such notice shall be given or left as aforesaid or forthwith after such notice given or left if the same notice shall so require then and in every such case it shall be lawful for the owner and his successors in title to repair the said lock entrance works and premises at the costs and charges of the Company their successors and assigns which costs and charges the Company their successors or assigns shall upon demand forthwith pay to the owner or to his successors in title.

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5. It shall not be lawful for the owner or his successors in title to make or permit or suffer any other person or persons whomsoever claiming or to claim by through under or in trust for him or his successors in title or by or through his or their consent privity means or procurements to make any ditch drain sough sewer pipe channel or other watercourse whatsoever to run into the said canal basin or lock entrance or either of them in through over or across the adjoining lands wharves buildings and premises of the owner or his successors in title or any part thereof nor to draw nor permit or suffer any water to be drawn or taken for any purpose whatever from the said basin or lock entrance or either of them nor to permit or suffer the soilage or dregs from the said land wharves buildings and premises to drain be emptied or run off into the said canal basin or lock entrance or either of them nor erect or build or suffer to be erected or built any necessary privy or other nuisance upon the said land and premises or any part thereof within 10 feet of the edge of the said canal basin or lock entrance or commit or do or suffer to be committed or done any act matter or thing in or upon the said land and premises or upon any part thereof which may be or become injurious prejudicial or offensive to the said canal basin or lock entrance or the water therein or any of them.

6. It shall not be lawful for the owner or his successors in title to make or to suffer or cause to be made any slip dock or recess or any communication in the nature thereof from the said basin or the entrance thereto into any lands or wharves abutting thereon other than those now existing or hereby agreed to be made by the Company nor any alterations whatsoever in the form of the said basin without the consent in writing of the Company their successors or assigns first had and obtained.

7. This agreement shall (subject to such alteration as Parliament may think fit to make therein) be expressly noticed in and shall be scheduled to the Company's said Act now pending and shall be thereby confirmed and made binding according to the terms and conditions hereof upon the Company and shall take effect as if the Company were parties hereto instead of the said Sir George Henry Chambers and William Hamilton Crake and these presents were under the seal of the Company and as soon as the Company shall have been incorporated they shall (if required by the owner or his successors in title) ratify and confirm this agreement under their common seal: Provided always that if the Committee on the Bill make any material alteration in the terms hereof it shall be competent to any of the parties hereto to withdraw from the same.

8. The Company shall whether the said Bill becomes law or not and within one month of the passing withdrawal or rejection thereof pay to the owner and the lessees all their costs charges and expenses of and relating to the preparation presentation and withdrawal of the said petition and the introduction into the Bill of the clause confirming this agreement and of and relating to the preparation and execution of these presents and a counterpart and of all preliminary negotiations such costs charges and expenses being hereby agreed at the sum of one hundred and twenty-five guineas.

9. Except in respect of the said costs charges and expenses neither the said Sir George Henry Chambers and William Hamilton Crake nor other the promoters aforesaid shall nor shall any or either of them incur any personal

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liability to the owner or his successors in title or to the lessees their executors administrators or assigns for the performance and observance of this agreement nor be liable to damages for the breach or non-performance of the same or any clause thereof but the said Sir George Henry Chambers and William Hamilton Crake shall be personally liable to the owner and the lessees for the fulfilment of the obligation contained in the immediately preceding clause (8) hereof relating to the payment of costs.

10. If any difference or dispute shall arise between any of the parties to these presents or their respective successors or representatives or any of them and the Company touching the construction of these presents or any act done or to be done in pursuance thereof or anything relating thereto such difference or dispute shall be referred to arbitration under and according to the provisions of the Lands Clauses Consolidation Act 1845 the Railways Clauses Consolidation Act 1845 or the Common Law Procedure Act 1854 as the case may require and all the costs and expenses of both parties of and incidental to every such arbitration shall be in the discretion of the arbitrator. In witness whereof the said parties to these presents have set their hands the day and year first above written.

Signed by the said Sir George Henry Chambers and William Hamilton Crake in the presence of
CHRISTN. OSLAND
Messrs. Higginson and Vigers
Solicitors
3 Westminster Chambers
Victoria Street S.W.
} GEO. H. CHAMBERS.
W. H. CRAKE.

Witness to the signature of the said Richard Benyon
JAMES F. COOMBES
Englefield
Reading
Yeoman.
} RICHD. BENYON.

THE FIFTH SCHEDULE.

An Agreement made this seventeenth day of May one thousand eight hundred and eighty-two between Robert King of Upper Clapton in the county of Middlesex Esquire and John Sheppard Edmonds of Hornsey Lane Highgate in the same county Esquire herein-after called "the Trustees" of the one part and James Staats Forbes of No. 14 Ashley Place Victoria Street Westminster in the county of Middlesex Esquire and Colonel Ben Hay Martindale of No. 21 Kensington Gardens Square in the said county of Middlesex C.B. two of the provisional directors and promoters of an intended company seeking to be incorporated by the Bill now pending in Parliament intituled "A Bill for incor- "porating the Regent's Canal City and Docks Railway Com- "pany for the transfer to them of the undertaking of the "Regent's Canal Company for authorising the construction of "railways from the Great Western and Hammersmith and "City Railways at Paddington to the Royal Albert Dock of "the London and Saint Katharine Docks Company and of "street improvements and other works and for other purposes" (herein-after called "the Company") on behalf of themselves and all other promoters of the same Bill of the other part.

Whereas the said Bill seeks (amongst other things) to confer upon the Company powers to stop up a certain road or way called Dunston Road in the parish of Saint Leonard Shoreditch in the county of Middlesex and notwithstanding the powers contained in section 92 of the Lands Clauses Consolidation Act to release the Company from their liability under that section and to enable the Company to purchase a part only of any houses and other premises and to compel the owners thereof to sell such part only as the Company may require. And by the deposited plans it is proposed that the Company shall make and construct a footway from Garden Place in the parish of Saint Leonard Shoreditch aforesaid to Clarissa Street and thence running in a parallel line with the proposed railway into the Kingsland Road.

And whereas the trustees are the surviving devisees in trust under the will of Thomas King deceased of an estate known as "the Stonebridge estate" Haggerstone in the parish of Saint Leonard Shoreditch aforesaid upon which certain houses have been erected some of which front on to Dunston Road aforesaid.

And whereas the trustees have for the protection of the said estate presented a petition to the House of Commons in opposition to the said Bill.

And whereas it has been mutually agreed by and between the parties hereto that the trustees shall not proceed further with their opposition in consideration

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of the several conditions and agreements herein-after contained being entered into and made binding on the parties and the Company respectively.

1. The said road or way called Dunston Road shall as between the Company and the trustees be considered and dealt with as building land forming part of the Stonebridge estate belonging to the trustees and if the Company shall stop up and discontinue for public use any portion of the said road or way the Company shall pay and compensate the trustees for such land in the same way and in such a sum as though such road or way was building land and could be used with the sites of the houses on which it abuts or in some other way and was vested in the trustees for an estate of inheritance in fee simple in possession free from and divested of any public or parochial rights of any kind.

2. Before the said road or way shall be stopped up or interfered with the Company shall make and construct the footway shown in the deposited plans from Garden Place and thence to run from the south end of Clarissa Street to Kingsland Road immediately adjoining the railway and parallel with the southern boundary of the Stonebridge estate where such boundary shall exist after such part of the said estate as may be acquired by the Company for the purposes of their undertaking or be necessary for the construction of the said footpath has been severed from the other part thereof such footway shall be of the width of not less than ten feet and shall be paved with good Yorkshire stone and until such new footway shall be taken to and adopted by the vestry or other proper authority of the parish of Saint Leonard Shoreditch aforesaid the Company shall keep the same in good and proper order and repair and shall pay any assessment or rate made by the said vestry or other authority in any way relating to or consequent on such footway being taken to and adopted. The Company shall if required by the trustees or other the owner or owners of the said Stonebridge estate for the time being resell to the trustees or other the owner or owners aforesaid any part of the said estate acquired by the Company and which not being used or required for the proposed railway or the said new footway shall be declared surplus.

3. The said Stonebridge estate and the houses and buildings thereon shall be exempted from clause 67 of the Bill as it now stands or from any clause inserted in substitution for such clause.

4. The clause attached hereto for confirming this agreement shall be inserted in the Bill either in the Committee of the House of Commons or the House of Lords as the Company may elect and an undertaking to that effect shall be given by the agent for the Bill.

5 The Company shall within three months after the passing of the Act pay to the trustees a sum of not less than fifty pounds in respect of the costs they have been put to in opposing and carrying out this agreement.

6. This agreement is made subject to such alterations as Parliament may think fit to make therein.

As witness the hands of the said parties the day and year aforesaid.

Witness to the signature of Robert King
A. J. Woollacott
Clerk
240 Kingsland Road E.

} ROBT. KING.

Witness to the signature of John Sheppard Edmonds
W. Thos. Coventon
Solicitor
8 Gray's Inn Square.
} JNO. S. EDMONDS.

Witness to the signatures of the above-named James Staats Forbes and Ben Hay Martindale
Christn. Osland
Messrs. Higginson and Vigers
Solicitors
3 Westminster Chambers
Victoria Street S.W.
} J. S. FORBES. B. H. MARTINDALE.

THE SIXTH SCHEDULE.

Memorandum of Agreement made the twenty-second day of May one thousand eight hundred and eighty-two between Sir George Henry Chambers, William Rushton Adamson, James Brand, James Staats Forbes, Albert George Sandeman, Charles Gassiot, William Hamilton Crake, Colonel Ben Hay Martindale, and Henry William Carter being the promoters of a Bill now in Parliament called the Regent's Canal City and Docks Railway Bill of the first part the Right Reverend Father in God John Lord Bishop of London of the second part the Reverend James Gosset Tanner of 50 Warrington Crescent Maida Vale Vicar of Emmanuel Church Maida Hill of the third part and Willoughby De Quincy Sewell of 58 Warrington Crescent aforesaid Gentleman and Henry Story Perrin of Saint John's Wood Park Saint John's Wood Gentleman the churchwardens of the said church of the fourth part as follows:

It is hereby agreed between the Company intended to be incorporated by the said Bill herein-after referred to as the said Company of the one part and the said respective parties hereto of the second third and fourth parts respectively of the other part that the said last-named parties shall withdraw all opposition in Parliament to the said Bill and that the Company in the event of the Bill receiving the Royal Assent and of any railway to be authorised by such Bill being commenced shall purchase the parish church of Emmanuel Maida Hill and the parsonage house thereunto known as No. 32 Aberdeen Place and the sites and land whereon the same respectively stand and the land hereditaments and premises attached to the same on the following terms:—

1. The compensation to be paid for the said church and land adjoining thereto shall be settled by agreement between the Company and the vicar and

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the churchwardens for the time being of the said parish of Emmanuel with the sanction of the Bishop of London for the time being or shall in default of any such agreement and sanction be referred to the arbitration of Frederick Meadows White Esquire Q.C. as arbitrator on behalf of the said vicar and churchwardens and of John Clutton Esquire of Whitehall surveyor as arbitrator on behalf of the Company and in the event of either arbitrator dying or refusing or becoming incapable to act a new arbitrator shall be appointed in his place by the party on whose behalf he is hereby appointed to act and in the event of the acting arbitrators for the time being not being able to agree they shall appoint an umpire whose decision shall be final. Any question so as aforesaid to be referred to arbitration which shall not in event be determined by such arbitrators or umpire as aforesaid shall be settled by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of land otherwise than by agreement. It is expressly agreed and it also shall be a mutual instruction to the arbitrators or their umpire that in assessing the amount of compensation to be paid by the Company under this present clause the arbitrators and their umpire shall take into consideration and have regard to not only the actual value of the said church and adjoining land but also the probable expense which will be incurred in providing a suitable site within the parish or district now attached to the said church for a new church for the benefit of such parish or district and in erecting and furnishing a suitable new church on such site to the intent that such expense may be fully answered out of the compensation aforesaid when the capital shall have been subscribed the arbitration shall be commenced within one month after the said vicar and churchwardens shall give written notice to the Company to proceed therewith but except such notice shall be given by the said vicar and churchwardens such arbitration shall not be commenced until the expiration of one year after the Company's Bill shall have received the Royal Assent and the capital subscribed. Any money which shall eventually become payable under this clause shall be paid by the Company to the Ecclesiastical Commissioners for England and Wales to be used and applied by them with the sanction of the Bishop of London for the time being for the purpose of providing the site of a new parish church for the said parish or district and of erecting and furnishing a new parish church thereon and such money shall until wanted for such purpose be invested by the said Commissioners in the public funds and the income arising from such investment shall be paid to the vicar for the time being of the said parish or district.

2. The Company shall provide and pay to or vest in the said Ecclesiastical Commissioners such an endowment either in money or in land as shall be an equivalent compensation in lieu of the said parsonage house which is the present endowment of the said church such endowment shall (subject to the subsequent sanction of the said Bishop of London for the time being) be either settled by agreement or by arbitration under the provisions of clause 1 of this agreement and the same shall with the like sanction be applied or held by the said Ecclesiastical Commissioners for the purpose of providing a suitable parsonage house for the said proposed new church (and with power for that purpose to sell any endowment in land and apply the proceeds thereof accordingly) and any money for the time being subject to this clause shall be invested

in the public funds until wanted for the purposes aforesaid and the income arising therefrom shall be paid to the vicar for the time being of the said parish or district. A.D. 1882

3. The Company shall as a separate matter of compensation so soon after the entering into or upon or under the church lands and premises hereby agreed to be sold in pursuance of the rights conferred on them by clause 4 hereof as the said vicar shall by writing under his hand have agreed to accept the agreed sum herein-after mentioned or as the amount of the sum to be paid shall have been ascertained by arbitration pay to the vicar for the time being of the said church (either at the option of him the said vicar to be signified by him in writing before the commencement of the arbitration provided by clause 1 hereof) the agreed sum of one thousand pounds or (if the said vicar elect to go to arbitration) such sum as shall be assessed by arbitration in the manner provided by clause 1 of this agreement and at the same time as the arbitration under clause 1 hereof is held as full compensation for his being disturbed in his occupation of the said parsonage house and for all other loss (if any) which may in any way be sustained by him.

4. The Company shall be at liberty forthwith after their Act shall have received the Royal Assent and their capital shall have been subscribed to enter upon the lands adjacent to the said church and parsonage house or if they so require under either the said church or the said parsonage house for the purposes of their works but they shall allow the said vicar and churchwardens and the vicar respectively to have the use and enjoyment of the said church lands and parsonage house for the purposes for which they are at present used for a period of two years from the time at which the compensation to be agreed or awarded under clauses 1 and 2 of this agreement shall have been actually paid to or vested in the said Ecclesiastical Commissioners and shall execute any works which may in the meantime be carried out by the Company in such a manner as not to interfere with the use and enjoyment of the said church or parsonage house and if the Company shall make default in carrying out these provisions they shall pay to the said vicar and churchwardens or the said vicar as the case may be compensation to be agreed on to be assessed in manner p o-vided by clause 1 of this agreement.

5. All costs of the opposition to the said Bill by the said bishop vicar and churchwardens respectively and all costs incident to this agreement and of carrying out the same and of purchasing a site for a new church and of the contract for the erection of the same and such other vendor's costs as are provided for by the said Lands Clauses Consolidation Act 1845 in the case of land taken compulsorily shall be paid by the Company.

6. Within one calendar month after the Royal Assent shall have been given to the said Bill the promoters shall procure the said Company to affix the seal of the Company to this agreement and otherwise and if and so far as is necessary to adopt the same and thereafter this agreement shall be read construed and take effect as if the Company were party thereto of the first part instead of the said promoters. The said Company shall not commence their works in Aberdeen Place until they have sealed and adopted this agreement. Until the Company have sealed and adopted this agreement the promoters shall be jointly and severally responsible to the several other parties hereto for the due performance

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and observance of the several stipulations and agreements herein-before contained on the part of the said Company and be liable in damages for every or any breach non-observance and non-performance thereof respectively.

7. All the stipulations herein-before contained are to be considered as conditional on the said Bill (with or without amendment) receiving the Royal Assent in the present session of Parliament and the capital being subscribed.

As witness the hands of the said parties.

Witness to the signatures of James Staats Forbes William Hamilton Crake Ben Hay Martindale and Henry William Carter Christn. Osland Messrs. Higginson & Vigers Solicitors 3 Westminster Chambers Victoria Street S.W.	J. S. FORBES. W. H. CRAKE. B. H. MARTINDALE. H. W. CARTER.
Witness to the signatures of Sir George Henry Chambers William Rushton Adamson James Brand and Albert George Sandeman J. W. Killip Clerk to Messrs. Higginson and Vigers.	GEO. H. CHAMBERS. W. R. ADAMSON. JAMES BRAND. ALBERT G. SANDEMAN.
Witness to the signature of George Gassiot C. H. Seaton Clerk to Messrs. Higginson and Vigers.	CHAS. GASSIOT.
Witness to the signature of the Lord Bishop of London John B. Lee Secretary.	JOHN LONDON.
Witness to the signatures of James Gosset Tanner and William De Quincy Sewell Ed. B. Randall Gray's Inn Solicitor.	JAS. GOSSET TANNER. W. De QUINCY SEWELL.
Witness to the signature of Henry Storey Perrin George Henry Urch 31 Old Change in the City of London Commercial Clerk.	HENRY S. PERRIN.

THE SEVENTH SCHEDULE.

Articles of Agreement made the sixth day of July one thousand eight hundred and eighty-two between the Queen's most Excellent Majesty of the first part the Honourable Charles Alexander Gore the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the land revenues of the Crown in the county of Middlesex acting under the powers of an Act of the 10th George the IV. chapter 50 and of another Act of the 14th and 15th Victoria chapter 42 of the second part and Sir George Henry Chambers of Number 4 Mincing Lane in the city of London merchant William Rushton Adamson of Number 38 Nicholas Lane in the said city merchant James Brand of Number 65 New Broad Street in the said city merchant James Staats Forbes of Number 14 Ashley Place Westminster in the county of Middlesex Esquire Albert George Sandeman of Number 20 Saint Swithin's Lane in the said city merchant Charles Gassiot of Number 37 Mark Lane in the said city merchant William Hamilton Crake of Number 71 Old Broad Street in the said city merchant Colonel Ben Hay Martindale C.B. of Number 21 Kensington Gardens Square in the county of Middlesex and Henry William Carter of Number 21 Billiter Street in the said city shipowner herein-after called "the promoters" of the third part.

Whereas the promoters have applied to Parliament for an Act under the short title of "the Regent's Canal City and Docks Railway Act 1882" to enable a company to be thereby incorporated by the name of "the Regent's Canal City and Docks Railway Company" and herein-after referred to as "the Company" to (amongst other things) acquire on certain conditions certain canals (known as "the Regent's Canal" and "the Hertford Union Canal") and other property now belonging to the Company of Proprietors of the Regent's Canal and to make and maintain in the lines and according to the levels shown on the plans and sections therein mentioned as having been deposited with the clerks of the peace for the counties of Middlesex Essex and Kent and for the city of London so far as such lines and levels are shown thereon certain works therein described and to enter upon take and use such of the lands delineated on the said deposited plans and described in the books of reference also deposited with the clerks of the peace for the counties and city aforesaid as might be required for that purpose and which works include certain railways in the county of Middlesex and certain variations and alterations of the banks towing-path waterway and works of the Regent's Canal and of the Hertford Union Canal (therein and herein-after referred to as "the canal works") and in connexion with and for the purposes of the canal works therein described the altering varying and if needs be the reconstruction of all or any of the bridges and works over under or upon the Regent's Canal and the Hertford Union Canal

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respectively which it might be found necessary to alter vary and reconstruct but not so as to alter permanently the lines and levels of any roads carried over such bridges respectively except as therein mentioned.

And whereas part of the lands which the Company will require to enter upon take and use for and in connexion with the railway in the said Act numbered 1 and herein-after referred to as "the Railway No. 1" and part of the canal works consists of certain lands within the limits of the Regent's Park or adjoining thereto (which lands are herein-after included in the term "the Regent's Park estate") delineated and coloured purple yellow and green on the plan numbered 1 (herein-after referred to as "the said plan No. 1") signed by the said Charles Alexander Gore as such Commissioner as aforesaid and by the said James Staats Forbes on behalf of the promoters and deposited in the office of the Commissioners of Her Majesty's Woods Forests and Land Revenues and to which lands Her Majesty is entitled in right of Her Crown subject to certain leases or agreements the lands coloured purple and yellow being under the charge of the said Charles Alexander Gore as such Commissioner as aforesaid and the lands coloured green being now under the charge of the Commissioners of Her Majesty's Works and Public Buildings.

And whereas part of the lands which the Company will require to enter upon take and use for and in connexion with the railway in the said Act numbered 3 and herein-after referred to as "the Railway No. 3" and other part of the canal works consists of certain lands within the limits of the Victoria Park and of certain lands and hereditaments in the parishes of Saint John at Hackney and Saint Matthew Bethnal Green in the county of Middlesex all of which lands and hereditaments are herein-after included in the term "the Victoria Park estate" and are delineated and coloured purple yellow and green on the plan numbered 2 (herein-after referred to as "the said plan No. 2") signed by the said Charles Alexander Gore and by the said James Staats Forbes on behalf of the Company and deposited in the office of the Commissioners of Her Majesty's Woods Forests and Land Revenues to which lands and hereditaments Her Majesty is entitled in right of Her Crown subject to certain leases or agreements the lands coloured purple and yellow being under the charge of the said Charles Alexander Gore as such Commissioner as aforesaid and the lands coloured green being now under the charge of the Commissioners of Her Majesty's Works and Public Buildings.

Now these presents witness that the said Charles Alexander Gore as such Commissioner as aforesaid doth hereby on behalf of Her Majesty covenant with the promoters and the promoters hereby covenant with Her Majesty Her h ers and successors in manner following that is to say :—

PART I.—GENERAL PROVISIONS.

1. This agreement (except the 16th clause hereof which shall be binding on the promoters as therein provided in any event) shall not have any force or validity unless the said Act applied for as aforesaid with such alterations as may be sanctioned by Parliament become an Act of Parliament in the present session and such Act shall empower the Company to make and execute the railways and works herein-before mentioned.

2. In the event of such Act as aforesaid being passed and empowering the Company to make and execute the said railways and works the Company shall

not enter upon or interfere with any lands or hereditaments in which Her Majesty is interested (which lands and hereditaments are herein-after referred to as "Crown lands") unless or until a consent in writing for that purpose is given by the said Charles Alexander Gore or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the land revenues of the Crown in the county of Middlesex (herein-after referred to as "the said Commissioner or Commissioners") which consent may be limited to any particular Crown lands to be therein defined and if so limited the Company shall only be entitled by virtue of such consent to enter upon or interfere with the Crown lands so defined and no others.

3. The centre lines of the Railways Nos. 1 and 3 so far as the same railways shall be constructed on or under or shall adjoin any Crown lands shall subject to the provisions herein-after contained be the centre lines as laid down on the said plans Nos. 1 and 2 and no deviation shall be made from such centre lines without the consent in writing of the said Commissioner or Commissioners.

4. The Company and its successors shall not at any time without the previous consent in writing of the said Commissioner or Commissioners make any alteration or variation whatever in the covered way to be constructed as herein-after mentioned upon under or adjoining to the Regent's Park estate nor in any of the terrace retaining or fence walls or balustrades herein-after agreed to be constructed but shall from time to time and at all times uphold keep and maintain the same and the drainage of the terrace to be formed over the said covered way in complete substantial and architectural repair and condition and to the satisfaction of the said Commissioner or Commissioners and in case at any time they shall neglect or fail to make or execute any repairs or amendments for the space of three months next after a notice in writing shall have been given to them by the said Commissioner or Commissioners requiring them so to do it shall be lawful for the said Commissioner or Commissioners from time to time to cause all such repairs and amendments as he or they may consider necessary or desirable to be done and executed and charge the Company or their successors with all moneys costs and expenses laid out and incurred in or about such repairs and amendments which shall be repaid to Her Majesty Her heirs and successors (or demand being made on Her or their behalf) by the Company or their successors and the certificate of the architect or surveyor for the time being of the said Commissioner or Commissioners shall be conclusive evidence of the amount of the moneys costs and expenses so laid out or incurred as aforesaid.

5. No hoard fence scaffold or inclosure erected or set up in connexion with the erection execution or repair of any building walls or other works to be constructed or executed or which may now be constructed upon any Crown lands or upon any other lands or premises adjacent thereto and no portions of any covered way (inside or outside) walls or other works or constructions erected on any Crown lands parts of the Regent's Park estate or on any premises adjoining thereto or on the canal works canal or the fences connected therewith between Chapel Bridge Park Road and Water Meeting Bridge or anything which may be set up or affixed thereto and no portion the construction of which is subject to the approval of the said Commissioner or Commissioners of the station to be erected on the Victoria Park estate as herein-after mentioned shall at any time be used as an advertising station or

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for the exhibition of any posting bills or placards or announcements of any description or in any like manner: Provided that for the convenience of passengers time-tables of the railway may be fixed in frames at the level of the eye upon the outside of the said station.

6. In the construction of the Railway No. 1 throughout the covered way and tunnel under upon or adjoining any Crown lands the north or north-west side wall of the covered way and both walls of the tunnel and in the construction of the Railway No. 3 so far as such railway shall be constructed under upon or adjoining any Crown lands now let on lease the retaining wall to be constructed on or adjoining such land shall be carried down in solid brickwork or concrete to a depth of not less than 5 feet below the level of the rails in order to prevent the transmission of vibration to the adjoining ground and the rails throughout such portions of the Railways Nos. 1 and 3 shall be laid on continuous sleepers of timber so framed and bedded as to reduce as much as practicable the production of sound by passing trains and in the working of the lines the use of the engine whistle shall be prohibited within the portions aforesaid of the said Railways Nos. 1 and 3 except for the avoidance of danger.

7. No ventilator shaft or other opening shall at any time be made in the surface over either of the covered ways or the tunnel herein-after mentioned nor in the Albert or Park Roads where such roads adjoin any Crown lands but the coverings of such covered ways and tunnels respectively shall at all times be maintained unbroken.

8. The Company shall not at any time use the tunnel or either of the covered ways nor permit or suffer the same to be used for any other purpose whatever than for railway transit and the Company shall from time to time and at all times be responsible for and shall immediately after the happening thereof make good to the satisfaction of the said Commissioner or Commissioners all damage or injury which may at any time and from time to time arise or be caused to any Crown lands by reason or in consequence of any of the works made and executed by the Company in pursuance of this agreement or under the said Act or otherwise howsoever or by the working of the said Railways Nos. 1 and 3 or either of them and replace reinstate or renew to the satisfaction aforesaid all trees and shrubs affected or injured by any of such works or working.

9. No siding for locomotives shall be made or constructed and no stationary steam engine shall be erected or set up on any part of the Railways Nos. 1 and 3 made or constructed upon under or adjoining any Crown lands and if a siding shall be constructed under or adjoining that part of the Regent's Park estate which lies to the east of the western mouth of the tunnel herein-after mentioned up to the west side of the Zoological Society's bridge the same shall be used solely for the standing of passenger carriages.

10. If the Railways Nos. 1 and 3 or either of them shall at any time cease to be worked as a railway or shall be abandoned then and in such case and immediately thereupon the grants of easements for retaining walls fence walls covered ways and tunnel herein-after agreed to be granted shall so far as regards the railways or railway so ceasing to be worked or being abandoned as aforesaid cease determine and become void and the entire retaining walls

fence walls covered ways and tunnel respectively and the soil occupied thereby or on which the same shall be constructed shall thenceforth be and become part of the land revenues of the Crown and be held and enjoyed by Her Majesty Her heirs and successors accordingly freed and discharged from such grants or grant and from these presents. And the Company shall if and when required by Her Majesty Her heirs or successors or the said Commissioner or Commissioners and at the expense of Her Majesty Her heirs and successors execute all such conveyances releases and assurances as She he or they may require for giving full effect to this provision. As regards the Regent's Park estate the intention is that upon the said Railway No. 1 ceasing to be worked or being abandoned as aforesaid the boundary of that estate against the Regent's Canal from the north-east face of the Chapel Bridge Park Road so far as the covered way through or adjoining any Crown lands may extend shall thenceforth be the south or south-east face of the terrace wall of such covered way next the towing-path of the Regent's Canal.

11. No clay or ballast shall at any time be burnt nor shall any bricks be at any time made or burnt upon any Crown lands nor on any other premises adjacent thereto and no act or thing whatsoever shall be done or executed upon such lands and premises respectively (other than such as may be necessary for the actual construction of the said Railways Nos. 1 and 3 the said covered ways and tunnel and the said retaining or fence walls and the retaining walls to be constructed to the said Regent's and Hertford Union Canals) which may be the cause of any annoyance or disturbance to the lessees or occupiers of any Crown lands and all the works of the Company shall be so executed and carried on as to cause as little annoyance or disturbance to such lessees or occupiers as may be practicable. And from the time or respective times at which the Company may be let into possession of any Crown lands they shall thenceforth proceed continuously and with all reasonable despatch without delay with the works to be made and executed by them upon under or adjoining the estate of which such lands may form a part and such works shall as regards the Regent's Park estate be completed within twenty-four months from the day on which they shall have first had possession given them of part of that estate.

12. This agreement is subject and without prejudice to the interests of the lessees and tenants of Her Majesty in any of the lands and premises affected hereby and if the Company shall at any time acquire the interest of such lessees or tenants in any part of the Regent's Park estate or in the houses in Gore Road part of the Victoria Park estate they shall not make or permit to be made any access through or over such premises respectively for the purposes of the works of the said railways respectively or of the said canal works or in any way connected therewith nor use the premises otherwise than as private dwelling houses.

13. The Company shall make fair and reasonable compensation to all lessees and tenants of Her Majesty for all injury loss or damage which they may sustain by reason or in consequence of any of the works of the Company but no abatement shall be made in the rents payable to Her Majesty for any part of the Regent's Park estate affected by this agreement or for the premises on the said plan No. 2 numbered 128 to 137 153 to 159a and 161 to 191 all

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inclusive in the parish of Saint Matthew Bethnal Green and 205 and 207 to 210 both inclusive in the parish of Saint John at Hackney or for any part of such premises respectively in respect either of any part to be conveyed to the Company as herein-after provided or of any easement which may be granted as herein-after provided to the Company in over or under any of such premises.

14. The conveyances and grants herein-after agreed to be made shall be prepared in duplicate in the office of the said Commissioner or Commissioners and shall contain covenants on the part of the Company for the observance and performance of such of the stipulations herein contained applicable thereto as may not then have been fully performed and such other clauses as are usually inserted in conveyances and grants of a similar nature made by the Crown. The conveyances and grants shall be made subject to the then existing leases and tenancies and to the rights of the lessees and tenants thereunder and any lease or agreement hereafter made for letting any Crown lands affected by any works of the Company may be made without any reservation in respect of or making the same subject to the powers to be granted to the Company.

15. The Company shall not require any title to be shown to the premises to be conveyed to them or over or under which any easements are to be granted to them.

16. All charges and expenses which have been or which may be incurred by Her Majesty Her heirs or successors or the said Commissioner or Commissioners (including the charges of any engineer architect or surveyor employed by Her him or them) in relation to any of the matters herein mentioned or in anywise relating to the works of the Company or consequent upon the application for and the passing of the said Act including all preliminary negotiations commencing in the month of April 1881 and including the revision and approval of designs inspection of works and certificate of completion and also the official charges for this agreement and the said conveyances and grants shall be paid by the Company if the said Act shall become an Act of Parliament in the present session but otherwise by the promoters.

17. Notwithstanding this agreement the said Commissioner or Commissioners may continue to exercise their leasing powers over any part of the premises affected by this agreement until the purchase money for the same or for the easements to be granted under or over the same shall have been actually paid for any term or interest not exceeding from the creation thereof a tenancy from year to year or such greater term or interest as shall be subsisting therein at the time of the passing of the said Act.

18. If the purchase moneys herein-after mentioned shall not be paid within the period which shall be prescribed in the said Act for the completion of the railways thereby authorised this agreement shall become void except as to the 16th clause hereof immediately upon the expiration of such period so far as it relates to any premises not then taken possession of by the Company and the Company shall not thereafter be entitled to enter upon any further or other Crown lands.

19. All notices to be given to the Company under this agreement shall be deemed duly served if left for them at the office for the time being of the

secretary or general manager of the Company or at any station on the Company's lines of railway.

20. This agreement so far as regards the engagements entered into by the said Charles Alexander Gore is subject to the approval of the Lords Commissioners of Her Majesty's Treasury.

PART II.—AS TO THE REGENT'S PARK ESTATE.

21. Before entering upon any part of this estate the Company shall pay to the said Commissioner or Commissioners the sum of ten thousand five hundred pounds by way of purchase or compensation money for the grant of the wayleave over and under and the conveyance of the parts of this estate herein-after mentioned.

22. With the exception of that portion of the Railway No. 1 at the eastern end of the Crown lands affected which passes under the gardens of the Zoological Society and is to be formed as a tunnel such railway and the before-mentioned siding (if constructed) throughout their entire length east of Chapel Bridge Park Road on this estate shall be constructed in a covered way.

23. The works for the construction of such covered way shall not extend northwards or north-westwards from the centre line as laid down on the said plan No. 1 more than twenty feet to the outside of the northern or north-western retaining or side wall of the covered way and as regards the tunnel to be formed under the garden of the Zoological Society at the eastern end of the covered way the entire width to be occupied by the works for the construction thereof from out to out between the side walls shall not exceed forty feet in the extreme: Provided nevertheless that the south-east and south walls of such covered way next the towing-path of the Regent's Canal shall be distant not more than sixteen feet from the before-mentioned centre line and the net clear internal width of such covered way shall not be more than twenty-six feet: Provided also that in the event of circumstances arising which before the Company may have paid the purchase money herein-before mentioned or may have been let into possession of the land may render it in the opinion of the said Commissioner or Commissioners desirable that the works to be executed by the Company shall be extended further northwards or north-westwards into the Crown lands than is herein-before provided and the said Commissioner or Commissioners shall by writing under his or their hand or hands have assented to such deviation of the centre line and extension of the works then and in that case the amount to be paid for the grant and conveyance aforesaid shall be increased proportionately to the increased area of the Crown lands to be so occupied by the works of the railway such additional amount to be settled and determined by the architect or surveyor for the time being of the said Commissioner or Commissioners but no such deviation shall be authorised after the Company have entered into possession of the land to which they may desire such deviation to apply nor in any case shall it extend northwards or north-westwards from the centre line aforesaid more than forty feet to the outer side of the northern or north-western side wall of the covered way.

24. The level of the rails throughout the entire length of the works to be executed on under or adjoining any part of this estate shall not except with

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the consent of the said Commissioner or Commissioners be less than five feet six inches below the level of the surface of the existing towing-path immediately east of Chapel Bridge aforesaid and the height of the covered way and tunnel respectively shall not in any part exceed seventeen feet from such level of the rails to the highest part of the extrados or outer surface of the arch or other covering.

25. The roof or platform over such covered way upon which is to be formed a terrace or ornamental gardens shall be effectually drained and shall be constructed of sufficient strength to support in addition to ordinary road weights at least four feet of earth spread over the same and any structure not exceeding one storey in height or any statue groups of statues fountains vases or other ornamental features which the said Commissioner or Commissioners or the Commissioners of Her Majesty's Works and Public Buildings or the lessees or tenants of the Crown may at any time desire to erect thereon and which they respectively are hereby empowered to erect or construct on any part thereof for the time being under the management or in the occupation of such Commissioners lessees or tenants respectively provided that the total weight of such structures &c. shall not exceed 5 hundredweight per foot superficial of entire area beyond the ordinary road weight of 5 hundredweight per foot.

26. The south-east and south faces of the covered way and terrace wall next the towing-path of the Regent's Canal with the cornice thereto and the balustrade or parapet to the terrace or gardens to be formed above the covered way shall be of handsome architectural design and of such appropriate materials as may be approved of in writing by the said Commissioner or Commissioners the dressings being Portland stone or of material to be approved of as aforesaid not inferior thereto and shall be erected and completed in all respects to the satisfaction of the said Commissioner or Commissioners and in accordance with detailed drawings and specifications to be approved of in writing by him or them before the commencement of the works.

27. Subject as herein-after mentioned light and air may be admitted to the covered way by open ornamental arched recesses in the south terrace wall forming part of the architectural design of such terrace wall and filled in with open ornamental ironwork of handsome design except that for the distance of one hundred feet east and west of the intersection of the centre line of Grove House prolonged to the south face of the covered way there shall not be any opening but the arched recesses may be filled in with rough plate glass which shall at all times be kept and maintained sound clean and in good condition. The Company shall adopt such method for the exhaustion from the tunnel and covered way of all smoke and steam and the discharge thereof within the limits of the Crown lands on the north side of such covered way and tunnel as may be required or approved by the said Commissioner or Commissioners subject to such conditions as he or they may require and shall effectually prevent the annoyance and unsightly appearance of the escape of smoke and steam through the arched recesses in the terrace wall which are to be provided solely for access of light and air to the covered way.

28. The north-east face of Chapel Bridge aforesaid together with the wing walls and enclosures towards Grove House and Hanover Lodge and the west face of the foot bridge or aqueduct numbered 108 on the said plan No 1. shall

be each reconstructed as an architectural work to the like satisfaction and approval as is herein-before provided in clause 26 with respect to the covered way with which each is to harmonise in design.

29. The Company shall within all parts of this estate fill up the space between the north and north-west retaining walls and the sloped bank with loam or earth suitable for the growth of trees and shrubs covered over with at least one foot of good vegetable soil and level the same to connect the terrace surface and the slope and shall lay out the terrace over the said covered way as ornamental gardens with walks beds &c. and shall plant the filling in and the terrace and all portions of the Crown lands adjoining which may be disturbed by the works with trees and shrubs of sufficient growth of the best kinds and most suitable description and reinstate the gardens and make good all damage and shall maintain such planting and works for twelve months after they shall have been completed to the satisfaction of the said Commissioner or Commissioners in accordance with such plans designs and specifications as shall have been approved of in writing by him or them previously to the works being commenced.

30. The terrace over the covered way from the extrados or outer surface of the structural covering shall be and become part of the land revenues of the Crown in like manner as the lands adjacent thereto on the north-west and north sides are and shall be under the like management and subject to the like obligations and tenancies as the lands so adjoining may be and all such conveyances and other assurances as may be proper and be required by the said Commissioner or Commissioners to give full effect to this provision shall be prepared and executed at the expense of the Company.

31. As regards the widening of the Regent's Cana on the south side thereof within or abutting on any Crown lands under the charge of the said Commissioner or Commissioners such widening shall be effected by the construction of a new retaining wall with Bramley Fall stone or other approved coping thereto and all slopes and banks shall be made good to such retaining wall all trees and shrubs replaced and where required by the said Commissioner or Commissioners new trees and shrubs planted in addition and all such planting shall be maintained for twelve months all fences reinstated and all damage of every kind to the adjoining land and premises made good to the satisfaction of the said Commissioner or Commissioners.

32. The Company shall forthwith after the passing of the said Act put the towing-path of the Regent's Canal and of the collateral cut and the banks thereof and the fences belonging to the Company where the same pass alongside of any Crown lands into a good and proper condition to the satisfaction of the said Commissioner or Commissioners and shall at all times thereafter maintain and keep them in such good and proper condition to the like satisfaction and shall at all times keep such towing-paths and banks effectually watched and guarded and free from trespassers and intruders and from every other cause of annoyance or disturbance to the owners and occupiers of houses and lands adjoining the Canal: Provided that if the Company at any time shall not within the space of three months next after being required by notice in writing from the said Commissioner or Commissioners so to do put the banks and fences aforesaid in such good and proper condition as aforesaid it shall be lawful for the said Commissioner or Commissioners from time to time to cause

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the same to be put into such good and proper condition as aforesaid and to charge the Company and their successors with all moneys costs and expenses laid out and incurred in or about the same or in connexion therewith which shall be repaid to Her Majesty Her heirs or successors (on demand being made on Her or their behalf) by the Company or their successors and the certificate of the architect or surveyor for the time being of the said Commissioner or Commissioners shall be conclusive evidence of the amount of the moneys costs and expenses so laid out or incurred as aforesaid.

33. Upon the production of a certificate signed by the architect or surveyor for the time being of the said Commissioner or Commissioners certifying the completion by the Company of all the works herein mentioned so far as the same relate to or affect any part of the Regent's Park estate and upon the performance by the Company of article 16 of this agreement and upon payment of the said sum of ten thousand five hundred pounds and of such additional sum if any as may be payable under clause 22 of this agreement the said Commissioner or Commissioners shall on behalf of Her Majesty convey to the Company the piece of land in the parish of Saint Marylebone numbered 101 on the said plan No. 1 adjoining south-east to Chapel Bridge or so much thereof as may be required for the works of the Company and shall grant to the Company a perpetual right (subject to the provisions for the determination reverting and merging thereof contained in clause 10 of this agreement) to form and maintain such covered way and tunnel for the Railway No. 1 upon or under this estate together with power so far as the said Commissioner or Commissioners can grant the same from time to time with the previous consent in writing of the said Commissioner or Commissioners and subject to the rights of the lessees and tenants for the time being of such land under their leases or agreements from or with the Crown to enter upon the land upon or under which such covered way and tunnel respectively shall have been constructed for the purpose of repairing the same the Company executing all such repairs and all works in connexion therewith with all reasonable dispatch reinstating the terrace garden and all other premises works and things disturbed injured displaced or affected thereby to the satisfaction of the said Commissioner or Commissioners.

Part III.—Victoria Park Estate.

34. Before entering upon any part of this estate the Company shall pay to the said Commissioner or Commissioners by way of purchase or compensation money for the conveyance and grant herein-after agreed to be made the sum of five thousand seven hundred and fifty pounds.

35. The Railway No. 3 shall be constructed north of Old Ford Road to a point thirty feet west of Bonner Hall Bridge in a covered way to the satisfaction of the First Commissioner of Her Majesty's Works and Public Buildings and shall be constructed in all other respects as shown on the said plan No. 2 and according to the sections thereon and the works for the construction of the railway shall not except at such covered way extend more than twenty feet eastwards or northwards towards the Crown lands from the centre line as laid down on the said plan No. 2 subject to the provisions contained in clause 3 of this agreement and the clear width of the line from such centre line to face of retaining wall shall not exceed thirteen feet.

36. The level of the rails throughout the entire length of the works to be executed adjoining to the Crown lands shall be in accordance with the level shown on the sections sheet No. 22 of the deposited plans.

37. The covered way shall be constructed at such level that the surface above it except as may be otherwise approved by the Commissioners of Her Majesty's Works and Public Buildings may be formed at the present level of the park lands adjoining to which it is to be added and such covered way the parapet or balustrade on the south-west face thereof next the towing-path the fence wall to the park and all works connected with the construction of the railway adjoining the park lands under the charge of the Commissioners of Her Majesty's Works and Public Buildings shall be carried out in all respects in such manner as may have been approved by the said Commissioners of Her Majesty's Works and Public Buildings and to their satisfaction.

38. The retaining and fence walls to be constructed adjoining the margin of the Crown lands at Gore Road Lansmere Terrace and Old Ford Road shall be built in accordance with drawings and specifications to be approved by the said Commissioner or Commissioners and without his or their consent in writing shall not exceed six feet in height above the level of the Crown lands adjoining except between the property numbered 130 to 137 inclusive in the parish of Saint Matthew Bethnal Green on the said plan No. 2 where the same shall not exceed eight feet in height nor shall any boards or other things be at any time affixed thereto or set up to increase such heights respectively whether on against or near to such walls.

39. The station buildings to be erected on the south side of Old Ford Road on the site of the premises part of Lansmere Terrace numbered 118 to 129 both inclusive on the said plan No. 2 shall so far as regards the elevations towards the north-east and west and such other portions as may be visible from the park the appurtenances to such elevations and forecourts and enclosures be erected and at all times maintained and kept up in accordance with drawings and specifications to be first approved of in writing by the said Commissioner or Commissioners and such elevations shall be of handsome architectural design and the line of frontage towards the north (Old Ford Road) shall be in the same line as that of the houses in Lansmere Terrace. Should any portion of the flank walls of the Royal Victor public-house or of the premises in Lansmere Terrace be left visible above the station building so much thereof as may be seen from the park shall be stuccoed or otherwise made to harmonise with the station building. The roofs over the platform shall not rise beyond the height fixed for the fence wall adjoining the Crown lands.

40. The Company shall not be entitled to any right of way along and over the road or passage running from the Old Ford Road by the side of the Royal Victor public-house and thence along the rear of Lansmere Terrace nor along and over the road or passageway under No. 9 Lansmere Terrace from the Old Ford Road into the before-mentioned road or passageway and such roads or passages shall be closed up by a solid brick wall at the points marked X and Y respectively on the said plan No. 2.

41. In reconstructing the bridges over the canal at Grove Road and Old Ford Road (Skew Bridge) or the parapets or wing walls thereof the parapets and wing walls shall as regards their height and appearance be constructed in accordance with designs to be first approved by the said Commissioner or Com-

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missioners and in such manner as not to prejudicially affect the Crown lands adjoining and for the further prevention of annoyance the railway shall if required by the said Commissioner or Commissioners for 20 feet at the least from such parapets be constructed in covered way or screened to the like satisfaction.

42. Upon the production of a certificate signed by the architect or surveyor for the time being of the said Commissioner or Commissioners certifying the completion by the Company of all the works herein mentioned so far as the same relate to or affect any part of the Victoria Park estate and upon the performance by the Company of article 16 of this agreement and upon payment of the said sum of five thousand seven hundred and fifty pounds the said Commissioner or Commissioners shall on behalf of Her Majesty convey to the Company the premises on the said plan No. 2 numbered 118 to 129 118A to 118F 139 140A and 142 to 152A all inclusive in the parish of Saint Matthew Bethnal Green and so much of the premises on the said plan No. 2 numbered 130 to 135 both inclusive and 138 in the said parish of Saint Matthew Bethnal Green as upon such plan is coloured purple and grant to the Company a perpetual right (subject to the provision for the determination reverting and merging thereof contained in clause 10 of this agreement) for the erection of a retaining wall and fence wall along the south-west boundary of the premises on such plan numbered 205 and 207 to 211 inclusive in the parish of Saint John at Hackney and along the south-east boundary of the premises on such plan numbered 15 153 to 159 161 to 191 and 192A all inclusive in the parish of Saint Matthew Bethnal Green and for the construction of a retaining wall and covered way under parts of the premises on such plan numbered 15 105 112 112A and 113 in the parish of Saint Matthew Bethnal Green together with power so far as the said Commissioner or Commissioners can grant the same from time to time with the previous consent in writing of the Commissioners of Her Majesty's Works and Public Buildings under which such covered way shall be constructed for the purpose of repairing the same the Company executing all such repairs and all works connected therewith with all reasonable dispatch reinstating the surface of the land and all shrubs and trees if any injured displaced or affected thereby to the satisfaction of such Commissioners.

In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written :—

CHARLES A. GORE.

Signed sealed and delivered by the within-named Charles Alexander Gore, in the presence of

J. T. Redgrave
Office of Woods &c. London.
GEO. H. CHAMBERS.
W. R. ADAMSON.
JAMES BRAND.
J. S. FORBES.
ALBERT G. SANDEMAN.
CHA. GASSIOT.
W. H. CRAKE.
B. H. MARTINDALE.
H. W. CARTER.

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Signed sealed and delivered by the within-named Sir George Henry Chambers in the presence of

J. W. KILLIP
Clerk to Messieurs Higginson and Vigers
Solicitors
3 Westminster Chambers
Victoria Street.

Signed sealed and delivered by the within-named William Rushton Adamson in the presence of

CHARLES R. VIGERS
3 Westminster Chambers.

Signed sealed and delivered by the within-named James Brand in the presence of

J. W. KILLIP.

Signed sealed and delivered by the within-named James Staats Forbes in the presence of

CHRISTN. OSLAND
3 Westminster Chambers S.W.

Signed sealed and delivered by the within-named Albert George Sandeman in the presence of

CHARLES R. VIGERS.

Signed sealed and delivered by the within-named Charles Gassiot in the presence of

CHRISTN. OSLAND
3 Westminster Chambers S.W.

Signed sealed and delivered by the within-named William Hamilton Crake in the presence of

CHARLES R. VIGERS.

Signed sealed and delivered by the within-named Ben Hay Martindale in the presence of

J. W. KILLIP.

Signed sealed and delivered by the within-named Henry William Carter in the presence of

J. W. KILLIP.

A.D. 1882.

THE EIGHTH SCHEDULE.

An Agreement made the twenty-third day of June one thousand eight hundred and eighty-two between the Right Reverend Father in God John Lord Bishop of London of the first part Henry von der Heyde Cowell clerk vicar of Saint Paul's District Church Marlborough Place in the parish of Paddington and county of Middlesex (herein-after referred to as "the "vicar") of the second part Frederick George Graves of 14 Chichester Road Paddington M.D. and Charles William Scott of No. 8 Desborough Terrace Harrow Road Esquire herein-after called the churchwardens of the third part and Sir George Henry Chambers of No. 4 Mincing Lane in the city of London merchant William Rushton Adamson of No. 38 Nicholas Lane in the said city merchant James Brand of No. 65 Old Broad Street in the said city merchant James Staats Forbes of No. 14 Ashley Place Westminster in the county of Middlesex Esquire Albert George Sandeman of No. 20 St. Swithin's Lane in the said city merchant Charles Gassiot of No. 37 Mark Lane in the said city merchant William Hamilton Crake of No. 71 Old Broad Street in the said city merchant Colonel Ben Hay Martindale C.B. of No. 21 Kensington Gardens Square in the said county of Middlesex and Henry William Carter of No. 21 Billiter Street in the said city shipowner (members of the provisional committee and promoters of the Company intended to be incorporated by a Bill deposited and now pending before Parliament under the name or short title of the Regent's Canal City and Docks Railway Bill) all herein-after called the promoters of the fourth part.

Whereas the promoters have deposited and applied to Parliament for a Bill to incorporate a company (herein-after called "the Company") among other things to make and maintain a railway passing through the parish of Paddington in the county of Middlesex and for the purposes of their undertaking or in connexion therewith to acquire lands in the said parish and elsewhere (and the Bill for those purposes is herein-after referred to as "the Bill").

And whereas the works to be authorised by the Bill will necessitate the taking down and removal of Saint Paul's Church Paddington aforesaid) herein-after referred to as the present church).

And whereas the parties hereto respectively in view of such necessity and to provide for the same have determined that such conditional agreement shall be entered into as herein-after expressed.

Now these presents witness that it is hereby agreed as follows:—

1. Before the Company pull down or in any way interfere with the fabric of the present church or with the churchyard or construct or tunnel under any part thereof they shall at their own expense erect furnish and complete fit for use in lieu of the present church another church (herein-after referred to as the new church) within the district of Saint Paul's aforesaid and to be the church of the district on land equivalent in area to that of the present church and the site thereof to be approved by the vicar and by the bishop of the diocese of as ample a size and containing as many sittings and to be erected with all proper furniture and fittings in as substantial a manner as the present church and to be in all respects as good as or better than the present church subject to the conditions herein-after mentioned and reinstate the vicar therein and shall procure the same to be properly vested in the said vicar and his successors or (with the consent of the said bishop) to be otherwise well and sufficiently appropriated for perpetual use as the church of the said district.

2. The site of the new church so to be erected by the Company shall be freehold and shall be procured by the Company at their own expense.

3. The said new church with the vestry and appurtenances thereof and the furniture or fittings thereof respectively shall be erected or constructed in such mode or architectural style as shall be agreed upon between the Company and the vicar or failing agreement between them as shall be determined by the arbitrator herein-after named.

4. The said new church with the vestry and appurtenances thereof and the furniture or fittings thereof respectively shall be erected or constructed with such sound and proper materials of all kinds and in conformity with such plans sections elevations specifications and particulars as shall approved by and in all respects to the satisfaction of Mr. John Clutton of 9 Whitehall Place who is hereby appointed sole arbitrator or him failing a person with the like powers in all respects to be appointed in that behalf by the bishop of the diocese for the time being. The said Mr. John Clutton or such other person as aforesaid may at the expense of the Company employ any architect clerk of the works or other persons for the purposes aforesaid.

5. Upon the erection and completion fit for use of the new church in accordance with the provisions of this agreement and when the same shall have been consecrated and otherwise duly appropriated as and shall have legally become the church of the district the Company shall be entitled to the possession of the present church and the site thereof coloured red upon the plan hereto annexed and may apply the same to the purposes of their undertaking And the Company shall thereupon and thenceforth be freed and discharged from all claims of any nature or kind soever of the vicar or churchwardens or any other person or persons claiming under through or in connexion with the vicar or churchwardens so far as he or they without incurring responsibility can bind such person or persons arising from the taking of the present church under the powers and for the purposes of the Bill.

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6. The vicar shall if and whenever required by the promoters or the Company and at their expense furnish abstracts of all deeds or documents in his possession or power relating to the present church and produce or cause to be produced such deeds or documents for examination and shall upon the request and at the cost of the Company execute or concur in executing any deed or document for more effectually carrying out the purposes of the Bill and of this agreement.

7. All the stipulations herein-before contained shall be and be deemed to be conditional upon the passing of the Bill into law before the first day of September one thousand eight hundred and eighty-two and upon the subscribing of the capital authorised by the Bill.

8. If the Bill should not pass into law or the said capital should not be subscribed then and in either event the vicar and churchwardens and bishop shall pay his own costs of and incidental to this agreement and of opposing the said Bill. But if the Bill be passed into law and the capital be subscribed as aforesaid then the Company shall pay out of the first capital raised all the costs charges and expenses of and incidental to this agreement and of carrying the same into effect and of opposing the said Bill and otherwise incurred in the matter by all the several parties hereto including costs of parliamentary agents and the charges and expenses of the vicar's surveyor or architect in the matter and all such charges incidental to the consecration of the new church and all other vendors costs as are provided for by the Lands Clauses Consolidation Act 1845 in the case of lands taken compulsorily.

9. Within three months after the Royal Assent shall have been given to the said Bill the promoters shall procure the Company to ratify adopt and confirm this agreement under their common seal and the same shall thereupon take effect as if the Company were parties thereto instead of the promoters. The said Company shall not commence their works in the parish of Paddington until they have sealed and adopted this agreement. Until the Company have sealed and adopted this agreement the promoters shall be jointly and severally responsible to the several other parties hereto for the due performance and observance of the several stipulations and agreements herein-before contained on the part of the said Company and be liable in damages for any or every breach non-observance or non-performance thereof respectively.

10. In consideration of the terms and provisions of this agreement the said bishop vicar and churchwardens undertake and agree that they will not directly or indirectly oppose the passing of the Bill in either House of Parliament so far as the same relates to the taking of the said present church and churchyard except so far as may be necessary in order to obtain the sanction of Parliament to this agreement.

11. So far as can be this agreement shall be binding on the successors of the vicar for the time being vicars of the said district but the vicar shall be under a personal liability to the promoters or the Company for the performance and observance of this agreement or for damages for the breach or non-performance thereof only so long as he shall be and in his capacity as such vicar.

12. This agreement shall be subject to the sanction of Parliament and to such alterations (if any) as Parliament may think fit to make therein.

As witness the hands of the parties the day and year first above written.

GEO. H. CHAMBERS
W. R. ADAMSON
JAMES BRAND
J. S. FORBES
CHAS. GASSIOT
ALBERT G. SANDEMAN
W. H. CRAKE
B. H. MARTINDALE
H. W. CARTER.

Witness to the signature of James Brand
GEORGE ANDREW BRAND
Witness to the signatures of James Staats Forbes and Charles Gassiot
CHRISTN. OSLAND
Messrs. Higginson and Vigers
Solicitors
3 Westminster Chambers
Witness to the signature of Albert George Sandeman William Hamilton Crake and Henry William Carter
J. W. KILLIP
Clerk to
Messrs. Higginson and Vigers.
Witness to the signature of Sir George Henry Chambers William Rushton Adamson and Ben Hay Martindale
J. W. KILLIP.

JOHN LONDON
HY. V. H. COWELL
F. G. GRAVES
C. W. SCOTT.

A.D. 1882.

THE NINTH SCHEDULE.

This Indenture made the first day of August one thousand eight hundred and eighty-two between the School Board for London herein-after called the board of the first part and Sir George Henry Chambers of Number 4 Mincing Lane in the City of London merchant William Rushton Adamson of Number 38 Nicholas Lane in the said city merchant James Brand of Number 65 New Broad Street in the said city merchant James Staats Forbes of Number 14 Ashley Place Westminster in the county of Middlesex Esquire Albert George Sandeman of Number 20 Saint Swithin's Lane in the said city merchant Charles Gassiot of Number 37 Mark Lane in the said city merchant William Hamilton Crake of Number 71 Old Broad Street in the said city merchant Colonel Ben Hay Martindale C.B. of Number 21 Kensington Gardens Square in the county of Middlesex and Henry William Carter of Number 21 Billiter Street in the said city shipowner herein-after called "the promoters" of the second part.

Whereas at the time of making this agreement the promoters have introduced and are promoting in Parliament a Bill called the Regent's Canal City and Docks Railway Bill for the purposes of incorporating the Regent's Canal City and Docks Railway Company for the transfer to them of the undertaking of the Regent's Canal Company for authorising the construction of railways from the Great Western and Hammersmith and City Railways at Paddington to the Royal Albert Dock of the London and Saint Katharine Docks Company and of street improvements and other works and for other purposes.

And whereas for the purposes of the said Bill the Company to be incorporated as aforesaid will require to take and use certain schools and other property of the board and to carry their said railway under certain other schools and properties of the board.

And whereas by reason of the construction of the railway and carrying out the street improvements the board will be injuriously affected by the provisions of the said Bill and the board have claimed to be duly compensated for the same.

Now these presents witness and the board do hereby for themselves and their successors so far as relates to the acts and deeds to be done and performed by them covenant with the promoters their executors and administrators and the promoters do hereby on behalf of the said intended company covenant with the board and their successors in manner following (that is to say):—

1. The board shall allow and so far as they are legally able so to do give their leave and license to the Company to construct and use for the purposes of their railway a tunnel under so much of the playground of the school belonging to the board situate in Blundell Street in the parish of Saint Mary

Islington as is distinguished by the colour red upon the plan numbered 1 annexed to this agreement and so far as they are legally able shall grant to the Company an easement in the same.

2. The Company may so soon as they shall have raised such portion of the capital required for the undertaking as is herein-after mentioned but not otherwise give to the board eighteen months previous notice in writing that they will require to take and use for the purposes of their undertaking the pieces or parcels of land fronting upon Central Street in the parish of Saint Luke and lying to the west of and projecting beyond a school and premises of the board known as the Central Street school and which pieces of land are distinguished by the colours red and purple upon the plan numbered 2 annexed to this agreement and thereupon after the expiration of the said period of eighteen months the board shall surrender and convey the said pieces or parcels of land to the Company: Provided always that it shall be lawful for the Company at any time after giving such notice in writing as aforesaid to commence and carry on their works below the surface of the said pieces of land so far only as the said works do not cause any injury or danger to the structure of the said school or in any way interfere with or interrupt the user and enjoyment of the said buildings or of the surface by the board in the same manner as they are at present used and enjoyed.

3. After the execution of the works in the last paragraph mentioned the Company shall offer to the board such portion if any of the piece or parcel of land coloured red on the plan numbered 2 in the last paragraph mentioned as they do not require to retain and use for the purposes of and in connexion with their undertaking before they shall offer the same to any other persons and until the board shall have informed the Company that they do not desire to purchase the said land the Company shall not offer the same for sale: Provided that the board shall declare their election within one month from the receipt of the offer of the Company. But no part of such period of one month shall be computed during the time the board shall happen to be in recess. And also after the completion of the said works and restoration of the surface the Company shall re-convey to the board so much of the surface of the land coloured purple on the said plan numbered 2 as lies on the east side of the proposed railway as shown on the said plan for such distance as the said land abuts on the school premises and property at present belonging to the board.

4. The board shall surrender and convey to the Company the lands recently acquired by them fronting upon Parnell Road in the parish of Saint Mary Stratford Bow in the county of Middlesex for the purpose of erecting schools.

5. The board shall and doth hereby abandon relinquish and disclaim all rights demands and claims (if any) against the Company for damages consequent upon their taking houses and premises and disturbing removing or displacing persons for whose children the board has provided school accommodation in certain schools situate along or near to the proposed railway that is to say schools in Campbell Street in the parish of Paddington Hawley Crescent in the parish of Saint Pancras Great College Street in the parish of Saint Pancras Caledonian Road in the parish of Islington (Saint Mary) Vittoria Place in the said parish of Islington (Saint Mary) Shepperton Road in the said parish of Islington (Saint Mary) Canal Road in the parish of Saint Leonard Shoreditch Haggerston Road in the said parish of Saint Leonard Shoreditch London Fields in the parish of

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Hackney Pritchards Road in the parish of Bethnal Green Cranbrook Road in the parish of Saint Matthew Bethnal Green Beazley Crescent in the parish of Saint Mary Stratford (Bow) Smeed Row in the said parish of Saint Mary Stratford Bow and Old Ford in the said parish of Saint Mary Stratford Bow or elsewhere on or near the line of the proposed railways and works including all claims and demands by reason that places already provided by the board in the said schools are by reason of the displacement of the said persons consequent upon the carrying out of the works of the Company rendered useless and unnecessary. And also all claims and demands for the extra expenses which the board will or may be obliged to incur in providing additional school accommodation for the children so displaced and removed in other parts of the district under the control of the board.

6. Within three months after any portion of the capital required for the construction of such portions of the undertaking as are the subject of this agreement shall be raised the Company shall pay to the board twenty thousand pounds sterling and the board shall accept the same in full payment and discharge of all purchase moneys compensations and claims to which the board are entitled in respect of all matters contained or referred to in the 1st 2nd 4th 5th and 7th paragraphs of this agreement or otherwise arising out of the taking by the Company of any property of the board or incidental thereto but should any portions of the lines of railway proposed to be authorised by the Bill on which any property of the board is situated not be so authorised the said sum of twenty thousand pounds shall be reduced by such a sum as shall be agreed upon by the board and the Company to represent the market value of the land which would thereby cease to be required by the Company and failing agreement as to the amount of such reduction the same shall be settled on such basis as aforesaid by an arbitrator to be nominated from the Council of the Institute of Surveyors and failing agreement as to such nomination by an arbitrator to be nominated from such council by the president of the institute.

7. The Company shall within the same period as in the last paragraph mentioned so far as they legally can consent and agree to the immediate acquisition by the board of all those pieces or parcels of land lying between the Regent's Canal and Princess Terrace in the parish of Saint Pancras and distinguished by the colours red brown green and blue upon the plan numbered 3 annexed hereto at and for a price to be settled between the board and the Company by arbitration in the usual manner: Provided always that after the board shall have acquired the said pieces of land as aforesaid they shall forthwith grant to the Company and the Company shall take and acquire a perpetual easement for the purposes of their railway under so much of the said lands as is coloured blue upon the said plan: Provided also that notwithstanding anything in this clause contained it shall be lawful for the Company to retain possession of so much of the said lands as is distinguished by the colours brown and green upon the said plan and for the purpose of their undertaking for a period not exceeding three years from the date of the signature of these presents.

8. Save and except such instances as are expressly agreed and provided for in these presents the Company shall not take or acquire any lands or property of the board or in any way injuriously affect touch or interfere whether temporarily or permanently with any land or property vested in or belonging to the board.

9. All works connected with the Company's undertaking in so far as they shall in any manner affect the lands and property of the board shall be carried out under the direction and to the reasonable satisfaction of the architect for the time being of the board and all such works shall be so constructed and carried out as not to cause any injury or damage to the property of the board or inconvenience to the board in the daily management of their several schools by or near to which the proposed works of the promoters shall be constructed.

10. Within three months after any portion of the capital required for the construction of such portions of the undertaking as are comprised in this agreement shall be raised the Company shall pay to the board all the costs charges and expenses including surveyors' fees incurred by the board in respect of this agreement and of their opposition to the said Bill.

11. This agreement shall be subject to the sanction of Parliament and to such alterations if any as Parliament may think fit to make.

12. The promoters having entered into this agreement on behalf of the said intended Company shall not nor shall any of them incur any personal liability to the board for the performance and observance thereof nor shall the promoters or any of them nor shall any moneys of them or any of them be liable to damages for the breach or non-performance of this agreement or any clause thereof.

As witness the seal of the board and the hands of the promoters the day and year first above written.

The seal of the School Board for London was hereunto affixed in the presence of

G. H. CROAD
Clerk of the Board.

Seal of the School Board for London.

Witness to the signatures of Sir George Henry Chambers James Brand James Staats Forbes Albert George Sandeman Charles Gassiot William Hamilton Crake and Ben Hay Martindale

GEO. H. CHAMBERS.
W. R. ADAMSON.
JAMES BRAND.
J. S. FORBES.
ALBERT G. SANDEMAN.
CHAS. GASSIOT.
W. H. CRAKE.
B. H. MARTINDALE.
H. W. CARTER.

CHRISTIAN OSLAND
Messrs. Higginson & Vigers
3 Westminster Chambers S.W.

Witness to the signature of Henry William Carter

J. W. KILLIP
Clerk to Messrs. Higginson & Vigers

Witness to the signature of William Rushton Adamson

J. W. KILLIP
Clerk to Messrs. Higginson & Vigers.

A.D. 1882.

THE TENTH SCHEDULE.

An Agreement made the tenth day of July one thousand eight hundred and eighty-two Between Albert George Sandeman and Charles Gassiot two of the promoters of a Bill now pending in Parliament intituled "A Bill for incorporating "the "Regent's Canal City and Docks Railway Company for the "transfer to them of the undertaking of the Regent's Canal "Company for authorising the construction of railways from "the Great Western and Hammersmith and City Railways "at Paddington to the Royal Albert Dock of the London and "Saint Katharine Docks Company and of street improve-"ments and other works and for other purposes" herein-after called the promoters of the one part and Edward Heard of the City Wharf Eagle Wharf Road in the county of Middlesex stone and brick merchant and general contractor of the other part.

Whereas the said Edward Heard is or claims to be interested in certain lands and premises included within the limits of deviation shown on the lands deposited in respect of the said Bill and adjoining thereto.

And whereas the said Edward Heard recently presented a petition to the House of Commons praying to be heard against the said Bill and was heard accordingly on his said petition before the Select Committee of the House of Commons to whom the said Bill was referred.

And whereas the said Select Committee has reported to the House of Commons that the preamble of the said Bill has been proved.

And whereas it has been agreed that the said Edward Heard shall withdraw from further opposition to the said Bill on the terms herein-after appearing.

Now it is hereby mutually agreed—

1. In the event of the said Bill passing into law during the present session of Parliament and the capital authorised to be raised thereunder being raised and before the said Company to be thereby incorporated shall commence any works thereunder which shall interfere with the existing Regent's Canal eastward of Sturt's Lock and within a distance of 300 yards thereof such Company shall and will acquire and purchase for the purposes of their said undertaking and in pursuance of powers in that behalf to be vested in them the estate and interest (if any) of the said Edward Heard in the following pieces of land (that is to say): First all that piece of land covered with water situate along the north side or front of the said wharf known as the City Wharf which is delineated and shown (with the dimensions thereof) on the plan hereto annexed and thereon coloured blue. And second all that piece of land forming part of the said wharf and adjoining the aforesaid slip of ground herein-before described on the south side thereof and which is delineated and shown (with the dimensions thereof) on the said plan and thereon coloured yellow.

2. The price or compensation for the aforesaid land (so far as regards the term and interest of the said Edward Heard therein) shall be settled by agreement between him and the said Company or otherwise determined as hereinafter provided and without reference to the stipulations herein-after contained with respect to the mode in which the said lands shall be dealt with by the said Company.

3. The whole of the said pieces of land coloured blue and yellow shall remain the property of the Company but the piece of land coloured blue shall be used kept and maintained by the said Company as part of the waterway of the canal and navigation to be acquired and maintained by them under the provisions of the said Bill and the whole of the piece of land coloured yellow shall (in the event of and subject to the consent of the owner or owners thereof for the time being and of any other person or persons interested therein being first obtained by the said Edward Heard) be used by the said Company for the purposes of a lay-bye open to and part of the said canal which the said Company shall and will forthwith after acquiring the said premises construct thereon with good and sufficient walls to be raised and maintained not higher than the level of the said wharf and similar to or not less substantial and sufficient than the existing waterway wall of the said wharf and otherwise in a workmanlike manner. Such lay-bye to be constructed to the reasonable satisfaction of the surveyor of the said Edward Heard and so as that the said lay-bye shall be open to the said wharf and shall throughout be of the depth of 7 feet from the top of the said walls.

4. The said Edward Heard shall with all possible dispatch after the receipt of notice from the Company of their intention to proceed with such work give to or procure for the said Company possession of the said land coloured yellow and afford to the said Company all proper facilities for the construction of such works.

5. This agreement shall be scheduled to the said Bill and a clause giving effect to this agreement shall be introduced in the said Bill.

6. The said Edward Heard shall not further oppose either directly or indirectly the passing of the said Bill into law and shall use his best endeavours to avert opposition thereto: Provided always and so that no alterations shall be made in the said Bill which shall in any way prevent the said Company from adopting this agreement and carrying out the terms thereof.

7. If any difference shall arise as to the construction of the works aforesaid the sums to be paid by way of compensation as aforesaid or as to any other matter or thing provided for by this agreement such difference shall be referred to a surveyor to be agreed upon between the parties or in the event of difference to be nominated from the Council of the Institution of Surveyors by the president of such institution for the time being. The decision of such arbitrator shall be final and binding upon the parties and the costs of the arbitration shall be in the discretion of the arbitrator.

8. It is hereby expressly agreed that the promoters of the said Bill shall not nor shall any or either of them incur any personal liability to the said Edward Heard or to his executors administrators or assigns for the performance or

A.D. 1882. observance of this agreement nor be liable to damage for the breach or non-performance of the same or any clause thereof.

As witness the hands of the parties.

Witness to the signatures of Albert George Sandeman and Charles Gassiot
CHRISTIAN OSLAND
3 Westminster Chambers
Victoria Street S.W.

ALBERT G. SANDEMAN.
CHAS. GASSIOT.

Witness—
ARTHUR WALLER.

EDWARD HEARD.

THE ELEVENTH SCHEDULE.

MEMORANDUM OF AGREEMENT between Sir George Henry Chambers of No. 4 Mincing Lane in the city of London merchant William Rushton Adamson of No. 38 Nicholas Lane in the said city merchant James Brand of No. 65 New Broad Street in the said city merchant James Staats Forbes of No. 14 Ashley Place Westminster in the county of Middlesex Esquire Albert George Sandeman of No. 20 St. Swithin's Lane in the said city merchant Charles Gassiot of No. 37 Mark Lane in the said city merchant William Hamilton Crake of No. 71 Old Broad Street in the said city merchant Colonel Ben Hay Martindale C.B. of No. 21 Kensington Gardens Square in the county of Middlesex Alexander Lang Elder of No. 7 St. Helen's Place in the said city merchant and Henry William Carter of No. 21 Billiter Street in the said city shipowner (promoters of the Regent's Canal City and Docks Railway herein-after called the promoters) of the one part and Therese Rosalie Uzielli of Hanover Lodge Regent's Park widow and John Brasseur of Ostend in the kingdom of Belgium banker trustees of the will of the late Matthew Uzielli deceased (herein-after called the trustees) and the said Madame Therese Rosalie Uzielli herein-after called the occupier of the other part.

The promoters in consideration of the said trustees and occupier of the house and premises known as Hanover Lodge aforesaid not offering any opposition in either House of Parliament to the Bill now before the House of Commons known as the Regent's Canal City and Docks Railway Bill undertake and agree as follows:—

1. The works opposite to Hanover Lodge and premises to be of an ornamental character in accordance with designs to be approved by the Commis-

sioners of Woods and Forests and First Commissioner of Works and to be executed and at all times maintained and kept in due repair by and at the expense of the Company to the satisfaction of the surveyor of the trustees and occupier subject to appeal in case of difference to the surveyor for the time being of the Commissioners of Woods and Forests on application by the proposed railway company.

2. The land behind the roof of the railway and works opposite to Hanover Lodge and premises to be planted with ornamental trees or shrubs subject to the approval of and in accordance with the agreement with the Commissioners referred to in clause 6 hereof.

3. The trustees and occupier to have the right to make at the expense of the proposed company such alterations on that side of the grounds of Hanover Lodge and premises as lie immediately opposite to the proposed railway works as may seem to them to be requisite whether by raising the ground constructing an ornamental bank or otherwise so as to exclude the view of the railway and works.

4. In default of any alternative scheme to be agreed with the consent of the Commissioners of Woods and Forests subterranean air shafts to be carried up the north-western bank above the proposed railway and ventilating towers to be constructed to prevent the escape of steam and the products of combustion from the arches or open work fencing the railway on the towing-path unless the archway should be closed so that no such steam or products of combustion can escape.

5. The right of the trustees and occupier to compensation in respect of injury to the ornamental character comfort and amenities of the residence or of any sentimental character including any residential damage or annoyance during the performance of the works beyond any compensation contemplated by statute to be fully reserved to them and to be referred in case of non-agreement under the arbitration clause herein-after contained.

6. The trustees and occupier and their respective executors administrators and assigns to be entitled to the benefit of an agreement entered or about to be entered into between the promoters and Company and the Commissioners of Her Majesty's Woods and Forests and to all such rights and remedies thereunder (so far as the terms of such agreement are applicable) in the same way as though they were parties thereto of the same part as the said Commissioners.

7. This agreement to be scheduled to any Act of Parliament to be obtained by or at the instance of the promoters or any of them in the present or any future session of Parliament or proper clauses to give effect thereto and to the several matters and things the subject of this agreement to be inserted in any such Act.

8. All differences (if any) to be referred to the arbitration of Mr. George Pownal failing whom of Mr. Alderman Ellis or Thomas Chatfield Clarke the selection to be at the option of the claimants. Neither party to be represented in any inquiry before the arbitrator by more than one counsel (if by any) nor to be entitled to call more than three professional witnesses (engineers architects or surveyors). The expense of preliminary negotiations and of preparing this agreement including the settlement of the same and of the parlia-

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mentary agent for watching the Bill and surveyor of the trustees and occupier in respect of this agreement (which preliminary costs are agreed at fifty-two pounds ten shillings) as also of any such arbitration as herein-before provided to be paid by the proposed Company in any event in addition to the ordinary solicitors and surveyors charges under the Lands Clauses Acts to be settled by the arbitrator. But the promoters are not to be asked for any costs or expenses unless the Bill or some modification thereof shall pass in the present or during the next three sessions of Parliament and such costs are to be paid out of the first capital raised by the Company.

Dated this eleventh day of May one thousand eight hundred and eighty-two.

Witness to the signatures of James Staats Forbes Ben Hay Martindale James Brand William Rushton Adamson and Charles Gassiot
CHRISTN. OSLAND
Messrs. Higginson & Vigers
Solicitors
3 Westminster Chambers
Victoria Street S.W.
— J. S. FORBES, B. H. MARTINDALE, JAMES BRAND, W. R. ADAMSON, CHAS. GASSIOT

Witness to the signature of Albert George Sandeman
J. W. KILLIP
Clerk to Messrs. Higginson & Vigers
— ALBERT G. SANDEMAN

Witness to the signature of Sir George Henry Chambers
CHRISTN. OSLAND.
— GEO. H. CHAMBERS

Witness to the signatures of William Hamilton Crake and Henry William Carter
J. W. KILLIP.
— W. H. CRAKE, H. W. CARTER

Signed by the said Madame Therése Rosalie Uzielli in the presence of
HUGH TILSLEY
25 Throgmorton Street
London E.C.
— THERESE R. UZIELLI (for self and co-trustee) Therése R. Uzielli

THE TWELFTH SCHEDULE.

An Agreement made the twenty-sixth day of July one thousand eight hundred and eighty-two between the Master and Keepers or Wardens and Commonalty of the Mystery or Art of Ironmongers London (herein-after called the Ironmongers Company) of the one part and Sir George Henry Chambers of No. 4 Mincing Lane in the city of London merchant William Rushton Adamson of No. 38 Nicholas Lane in the said city merchant James Brand of No. 65 New Broad Street in the said city merchant James Staats Forbes of No. 14 Ashley Place Westminster in the county of Middlesex Esquire Albert George Sandeman of No. 2 Saint Swithin's Lane in the said city merchant Charles Gassiot of No. 37 Mark Lane in the said city merchant William Hamilton Crake of No. 71 Old Broad Street in the said city merchant Colonel Ben Hay Martindale C.B. of No. 21 Kensington Gardens Square in the county of Middlesex and Henry William Carter of No. 21 Billiter Street in the said city shipowner (all herein-after referred to as the promoters) of the other part.

Whereas the promoters are seeking by a Bill now pending in Parliament bearing the short title of "Regent's Canal City and Docks Railway" the incorporation of a company by the name of "the Regent's Canal City and Docks Railway Company" (herein-after referred to as the Company) having for the objects of their incorporation the transfer to them of the undertaking of "the Regent's Canal Company" the authorising the construction of railways from the Great Western and Hammersmith and City Railways at Paddington to the Royal Albert Dock of the London and Saint Katharine Docks Company and of street improvements and other works and for other purposes.

And whereas by section 31 of the said Bill power is taken by the promoters subject to the provisions of the Act to make and maintain in the lines and according to the levels shown on the deposited plans and sections so far as such lines and levels are shown thereon the works therein-after described and to enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as might be required for that purpose.

And whereas the works therein-before referred to and authorised by the Act are (inter alia):—

Part IV.—I. (6) A Railway (No. 6) 1 mile 6 furlongs and 1.42 chains or hereabouts in length commencing in the parish of Saint Mary Islington

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by a junction with the railways Nod. 3A and 3B by the said Act authorised at the point of termination of the said Railway No. 3A and terminates in the parish of Saint Giles Without Cripplegate in the city of London at the northern side of the public road known as Barbican at a point 26 yards or thereabouts measured in a westerly direction from the south-west corner of Golden Lane.

III.—(A) A widening in the parish of St. Luke in the county of Middlesex of Central Street on its eastern side throughout the entire length of that street.

And whereas the Ironmongers Company are or claim to be the owners of the premises as shown on the plan signed in duplicate by Frederick Lygon Earl Beauchamp Chairman of the Committee of the House of Lords to whom this Bill was referred one copy of which is deposited in the office of the Ironmongers Company and the other copy in the office of the Company and so much of the premises as are coloured blue are comprised in the limits of deviation on the plans deposited by the promoters and may be required for the purposes of Railway No. 6 and Street Widening A.

And whereas the Ironmongers Company contending that the manner in which it is proposed the promoters shall be at liberty to carry out the said works will be very prejudicial to their property have presented a petition against the passing of the said Bill.

And whereas it has been agreed that the Ironmongers Company shall withdraw their opposition to the said Bill for the considerations and upon the terms herein-after set forth as follows:—

1. The Ironmongers Company shall have the right of pre-emption of all land lying between their estate and Central Street whether the street be widened or not.

2. The price for such land shall in case of difference be determined in the manner prescribed by the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of land otherwise than by agreement.

3. The Company will entirely cover over their line of railway in a manner and of sufficient strength to admit of the erection of houses buildings or shops. The front wall of any of which shall come over the centre wall of the double tunnel and the back wall of any such building shall be over the eastern abutment of the railway if over the works of the railway. The main girders to be constructed by the Ironmongers Company to carry buildings are to lie east and west and to rest upon walls built upon the main walls of tunnels. The total weight of the structure including the maximum load on the floors is not to exceed an average of twenty-five hundredweight per foot super. Plans and working drawings of buildings to be made to the reasonable approval of the engineer for the time being of the Company. Any difference on a question of the construction by the Company of the works under this agreement (except as to the position of the walls and the covering of the railway and manner of carrying the floors by means thereof) to be submitted to the arbitration of an arbitrator to be appointed by the Board of Trade at the instance of either party on notice to the other.

If the street be not widened the buildings placed on the western arch or covering of the double tunnel shall be only of one storey in height. The front wall of the main buildings in either case to be over the centre pier between the two tunnels. If during the construction of the works or at any time thereafter any portion of the estate of the Ironmongers Company adjacent to the railway shall receive or sustain any structural damage whatever from defects in the construction or maintenance of the tunnels or from the working of the railway or from any cause consequent thereon the Company shall compensate the Ironmongers Company for such structural damage.

4. The Company shall not ventilate their railway in roads in front of the property of the Ironmongers Company if ventilation shall be requisite for such part of the railway as passes in or under the front of such property such ventilation shall be effected by means of shafts to be erected off the line of street on land acquired by the Company such shafts to be constructed in such a manner as not to be a nuisance or annoyance to the property belonging to the Ironmongers Company or the tenants thereof.

5. The Company shall not (except for the purposes of ventilation where necessary) take more of the land of the Ironmongers Company than is required for the purposes of carrying out the widening of Central Street and the construction of their Railway No. 6 and so far as concerns the property of the Ironmongers Company clauses 79 and 80 of the Bill as to selling parts only of certain buildings and as to superfluous lands now before the House of Lords shall not apply.

6. The Company shall out of the capital raised for the construction of the said Railway No. 6 pay to the Ironmongers Company the sum of fifty guineas for the costs of the preparation and execution of this agreement.

7. This agreement shall be expressly noticed in and shall be scheduled to the said Act and shall be thereby confirmed and made binding according to the terms and conditions hereof upon the Company and shall take effect as if their seal were hereunto affixed but shall be subject to such alteration as Parliament may think fit to make therein. If any material alteration should be made therein either party may elect to vacate this agreement.

8. And the Ironmongers Company hereby agree forthwith to withdraw their petition against the said Bill and that they shall nor will not in either House of Parliament either directly or indirectly oppose the passing of the said Bill. Save and except that if any alteration modification or variation of this agreement or the clause confirming the same shall be made by the promoters in either House or be proposed to be made it shall be lawful for the Ironmongers Company to take such steps for the protection of their interests as they may be advised.

And it is hereby agreed that except that the promoters shall be required to procure the scheduling of this agreement to the said Act and its confirmation thereby as aforesaid the promoters shall not nor shall any or either of them incur any personal liability to the Ironmongers Company for the performance or observance of this agreement nor shall the promoters nor any or either of them nor shall any moneys of them or any or either of them be liable in

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damages for the breach or non-performance of this agreement or any clause hereof.

As witness the hands of the promoters and of the assistant clerk of the Ironmongers Company.

Witness to the signatures of Charles Gassiot William Hamilton Crake and Ben Hay Martindale and James Staats Forbes

CHRISTN. OSLAND
Messrs. Higginson & Vigers
3 Westminster Chambers
Solicitors

GEO. H. CHAMBERS.
J. S. FORBES.
CHAS. GASSIOT.

Witness to the signatures of Sir George Henry Chambers and William Rushton Adamson

J. W. KILLIP
Clerk to Messrs. Higginson & Vigers

W. H. CRAKE.
B. H. MARTINDALE.
W. R. ADAMSON.

Witness—

B. R. WYNNE WILLIAMS
Messrs. Wyatt Hoskins & Hooker
2Parliament Street S.W.

R. C. ADAMS BECK.

THE THIRTEENTH SCHEDULE.

TOLLS ON REGENT'S CANAL.

The locks admit barges 78 feet long and 14 feet wide.

RATES

ON CEMENT LIME SLATES TILES AND TIMBER. (In Barges.)

	Per Ton. s.	d.
To or from Thames and points short of Great Eastern Railway -	0	8
To or from Thames or River Lee and points short of Old Ford Lock (except to railways) - - - - - -	1	0
To or from Thames or River Lee and points between Old Ford Lock and City Road Lock - - - - - -	1	3
To or from Thames or River Lee and points between City Road Lock and Stop Lock Regent's Canal - - - - -	1	4

On all other Articles except Explosives Gas Liquors and Ice. (In Barges.) And on all Articles except Explosives Gas Liquors and Ice. (In Boats.)

	If Towed by the Owners. Per Ton. s.	d.	If Towed by the Company. Per Ton. s.	d.
To or from the Thames and Old Ford Lock and 1st lock Hertford Union Canal (and points between) - -	0	7½	0	8
To or from the Thames and points between Old Ford Lock and Kingsland Road Bridge and beyond 1st lock Hertford Union Canal - - - - -	0	9	0	11
To or from the Thames and points between Kingsland Road Bridge and St. Pancras Lock - - - -	0	9½	1	0
To or from the Thames and points between St. Pancras Lock and the Grand Junction Canal - - - -	0	10	*1	1
To or from Grand Junction Canal and Hampstead Road Lock and points between - - - -	0	7	0	8
To or from Grand Junction Canal and points between Hampstead Road Lock and Islington Tunnel - -	0	8	0	9½
To or from Grand Junction Canal and points between Islington Tunnel and Old Ford Lock - - -	0	9½	1	0
To or from Grand Junction Canal and points beyond Old Ford Lock to the Thames and Hertford Union Canal -	0	10	*1	1
To or from the River Lee (viâ Hertford Union Canal) and Old Ford Lock and Mile End Lock (and points between) -	0	7	0	9
To or from the River Lee and any point beyond Mile End Lock to Thames - - - - -	0	9	0	11
To or from the River Lee and any point between Old Ford Lock and City Road Lock - - - -	0	8	0	11
To or from the River Lee and any point between City Road Lock and the Grand Junction Canal - - -	0	9	*1	0
To or from the River Lee (North of Enfield Lock) and any point between Mile End Lock and the Grand Junction Canal - - - - - - 35*s.* per barge.				
Back carriage on ashes and breeze coke and coke-breeze and manure half the above rates.				
Ice to or from any point on Regent's Canal - -			1	4
Gunpowder and other explosives - - - -			10	0
Gas liquors and coal tar from beyond Cowley Lock (exclusive of Grand Junction Canal tolls). - -	0	10		
Gas liquor and coal tar to or from any point short of Cowley Lock (exclusive of Grand Junction Canal tolls) - -	1	2	1	4

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To or from the Great Western Railway London and North-western Railway Midland Railway Great Northern Railway and Great Eastern Railway.

	If Towed by the Owners. Per Ton.		If Towed by the Company. Per Ton.	
	s.	*d.*	*s.*	*d.*
Coals to any point - - - - - -	0	6	*0	7
All other articles to any point - - - -	0	8	*0	10
All other articles from Great Eastern Railway to Thames or any intermediate point - - - - -	0	7	0	8
Through Traffic to or from Birmingham from or to points short of Commercial Road Locks - - - -	per ton 6*d.*			
Through Traffic to or from Birmingham from or to the Limehouse Basin or the River Thames - - -	per ton 7*d.*			

* All Articles passing to or from the Grand Junction Canal will be charged 1*d.* per ton less (except as back carriage).

Barges to be charged for not less than 40 tons (except as back carriage).

Boats to be charged for not less than 20 tons each (except as back carriage).

Boats to be towed by the owners.

Articles loaded or unloaded in the waterway to pay an additional 3*d.* per ton.

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