ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. ccxxxvii.

An Act for authorizing the *West London* Docks and Warehouses Company to execute further Works, and to make Arrangements with other Companies; to raise further Monies; and for other Purposes. [25th *July* 1864.]

WHEREAS by "The *West London* Docks and Warehouses Act, 1863,") a Company (in this Act called "the Company," were incorporated by the Name "The *West London* Docks and Warehouses Company, Limited," with a Capital of One hundred thousand Pounds in Ten thousand Shares of Ten Pounds each, and with Power to borrow not exceeding Thirty thousand Pounds, and were authorized to make and maintain Docks connected with the River *Thames*, and Warehouses and other Works, in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*, and Provision was thereby made for the Protection of the *London and South-western* Railway (in this Act called "the *South-western* Railway"), under which Part of the Company's Works were authorized to be made: And whereas it is expedient that the Limits of Deviation shown on the Plans deposited for the Purposes of the Act of 1863 be 26 & 27 Vict. c. ccxxviii.

in some respects altered and extended: And whereas it is expedient that the Company be authorized to alter the Works by the Act of 1863 authorized to be made by them under the *South-western* Railway: And whereas it is expedient that the Company be authorized to make and maintain Tramways and Sidings in connexion with their Docks, and to make a Junction of the Tramways with the Line of the *London, Brighton, and South Coast* Railway (in this Act called "the *Brighton* Railway"), and to stop up the Roads in that Behalf in this Act specified, and to execute other Works: And whereas it is expedient that Provision be made for the User by the *London, Brighton, and South Coast* Railway Company (in this Act called "the *Brighton* Company"), the *London and North-western* Railway Company (in this Act called "the *North-western* Company"), the *Great Western* Railway Company (in this Act called "the *Great Western* Company"), and the *London, Chatham, and Dover* Railway Company (in this Act called "the *Dover* Company") respectively, (and which Four Companies are in this Act referred to as "the Four Companies,") as well as the Company, of, and that they be authorized to use, the intended Tramways and Sidings, and the intended Junction with the *Brighton* Railway: And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of their Undertaking: And whereas Plans and Sections of the proposed Works showing the Lines, Situation, and Levels thereof, and which Plans show the Lands in which the Works are intended to be made, or which are to be taken for Purposes of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited for the Purposes of this Act with the Clerk of the Peace for the County of *Surrey*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*West London* Docks and Warehouses Act, 1864."

8 & 9 Vict. cc. 18. & 20. 10 & 11 Vict. c. 27., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118.

2. The Lands Clauses Consolidation Act, 1845, and The Lands Clauses Consolidation Acts Amendment Act, 1860, and The Railways Clauses Consolidation Act, 1845, and The Harbours and Piers Clauses Act, 1847, and Part One (relating to Construction of a Railway), and Part Three (relating to Working Docks Agreements), of

of The Railways Clauses Act, 1863, and Part One (relating to Cancellation and Surrender of Shares), and Part Two (relating to additional Capital), of The Companies Clauses Act, 1863, (save so far as any of the Clauses or Provisions thereof respectively are by this Act expressly excepted or varied,) are respectively incorporated with this Act; provided that the Provisions with respect to Lifeboats, and with respect to keeping a Tide and Weather Gauge, of The Harbours, Docks, and Piers Clauses Act, 1847, shall not under the recited Act or this Act have any Operation with respect to the Company, unless and until and except only so far as the Board of Trade, by Notice in Writing to the Company, from Time to Time so require. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,) Parts of 8 & 9 Vict. c. 16. incorporated.

With respect to the Distribution of the Capital of the Company into Shares:

With respect to the Transfer or 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 upon 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 the borrowed Money into Capital:

With respect to the Consolidation of Shares into Stock.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts," "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute, and the Words "Shares" and "Shareholders" include when requisite "Stock" and "Stockholders." Same Meanings to Words in incorporated Acts as in *this Act*.

5. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the Power to take Lands for Purposes of Works.

the deposited Plans and specified in the deposited Books of Reference as they think expedient for any of the Purposes of this Act.

Agreement in Schedule to this Act confirmed.

6. The Articles of Agreement between the *Battersea Park* Commissioners and the Company which are set forth in the Schedule to this Act annexed are by this Act confirmed and made binding on the Commissioners and their Successors and the Company and their Assigns respectively, and full Effect may and shall be given thereto in accordance with the true Intent thereof.

Powers for compulsory Purchases limited.

7. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Lands for extraordinary Purposes.

8. The Company by Agreement from Time to Time may purchase any Quantity of Land not exceeding in the whole Twenty Acres for any of the extraordinary Purposes specified in The Railways Clauses Consolidation Act, 1845, and The Harbours, Docks, and Piers Clauses Act, 1847, respectively incorporated with this Act.

Extension of Limits of Deviation for Company's Works.

9. The Limits of Deviation within which the Works by the Act of 1863 authorized may be extended are by this Act altered and extended, so that a Portion of those Limits of Deviation instead of being the Limits in that Behalf shown on the Plan deposited for the Purposes of that Act with the Clerk of the Peace for the County of *Surrey*, as expressed in Section Fifteen of that Act, shall in that particular respect be the following Limits of Deviation as shown on the deposited Plans; that is to say,

An imaginary Line commencing at the Point where the authorized Limit of Deviation is shown on the Plan so deposited for the Purposes of the Act of 1863 as crossing the Southern Boundary Fence of the *South-western* Railway at a Distance of Ninety-three Yards or thereabouts Westward of the Road called the "*New Road*," running thence in an Easterly Direction along that Southern Boundary Fence for a Distance of Ninety-three Yards or thereabouts, running thence along the Western Side of the "*New Road*" in a Southerly Direction for a Distance of Two hundred and eighty-three Yards or thereabouts, and terminating at the Point where the authorized Limit of Deviation is shown on the Plan so deposited for the Purposes of the Act of 1863 as crossing the Western Side or Boundary of the "*New Road*," and which Alteration, Extension, and Enlargement of the Limits of Deviation will be wholly in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*.

10. Subject

Power to make Works authorized by Act.

10. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company may execute the several Works by this Act authorized in the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, and so far as the Lines and Levels thereof are shown on the deposited Plans and Sections may make and maintain the same in accordance with the Lines and Levels so shown.

Works authorized by Act.

11. The several Works which the Company are by this Act authorized to execute comprise the following Works, with all such Works and Conveniences connected therewith as the Company think fit; (that is to say,)

(A.) The making of the Bridge or Arch under the *South-western* Railway which was authorized by the Act of 1863 with such a Headway and of such Span as to admit the Passage through it of the Tramways and Sidings by this Act authorized as well as of the Canal authorized by the Act of 1863, so that the Opening shall be in the whole of such Width not exceeding Sixty Feet, and by means of One Span or Two Spans, as the Company think fit and determine:

(B.) The laying down, making, maintaining, and using within the extended Limits of Deviation, and in connexion with the Docks, Warehouses, and other Works authorized by the Act of 1863, of Tramways and Sidings:

(C.) The making and maintaining of a Junction of the intended Tramways and Sidings with the present Line of the *Brighton* Railway at or near to a Point Three Chains Southward from the Southern Face of the Bridge carrying the *York* or *Battersea* Road over that Railway:

(D.) The stopping up permanently of the whole of the Roads numbered respectively 10 and 21 on the Plans deposited for the Purposes of the Act of 1863:

(E.) The altering and raising of the *York* or *Battersea* Road Three Feet, commencing at its Junction with the *Prince of Wales's Road* at a Point Seventeen Yards or thereabouts from the Western End of *Princes Terrace* measured in a Westerly Direction, and terminating at the Western End of the Approach to the Bridge carrying the *York* or *Battersea* Road over the *Brighton* Railway at a Point Seven hundred and thirty Yards or thereabouts measured along the Centre of the Road Westward of the Commencement of the Alteration:

(F.) The altering, diverting, or stopping up, either temporarily or permanently, of the Roads, Ways, Streams, Sewers, and other Works and Conveniences which the Company find it requisite for the Purposes of the other Works so to interfere with, all which Works will be in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*.

Provision as to Junction (C.)

12. Provided always, That the Junction (C.) by this Act authorized, and the Works thereof, shall not be made without the previous Consent in Writing thereto of the *London, Brighton, and South Coast* Railway Company, or of any other Company in whom the Portion of the Line of the *Brighton* Railway with which the Junction is to be made is for the Time being vested.

Period for Completion of Works.

13. The Works by this Act authorized shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act conferred on the Company for making the same shall cease, except as to so much thereof as is then completed.

For Protection of the London and South-western Railway.

14. Section 28 of the Act of 1863 for the Protection of the *South-western* Railway and the Traffic thereon, and the Property, Rights, and Interests of the *London and South-western* Railway Company (in this Section called the *South-western* Company), is hereby repealed, and in the Place thereof the following Provisions shall be binding on the Company and all other Persons interested, and shall apply and extend both to the Works by the Act of 1863 authorized to be executed and to the Works authorized by this Act:

(A.) The proposed Cut crossing under the Railway shall not, without the previous Consent of the *South-western* Company in Writing under their Common Seal, within the Distance of Five Yards from the Railway, or at any Point under the same, be made with any Deviation in respect of either of the Lines thereof, as shown on the Plans deposited for the Purposes of this Act:

(B.) The Arch or Viaduct for carrying the Railway over the proposed Cut, and the Works connected therewith, shall be of a Length equal to the entire Space between the Limits or extreme Boundary of the Land belonging to the *South-western* Company near to which the proposed Cut is made, and shall be of such Dimensions and so constructed as to be proper and sufficient for the convenient Construction, Maintenance, and User in and over the same of as many Lines of Railway as can be laid down by the *South-western* Company within the Limits of their Property:

(C.) The Masonry, Brickwork, or Concrete of the Foundations of the Abutments and Wing Walls shall be made to a Depth of not less than Four Feet below the lowest Part of the proposed Cut, unless by Consent of the *London and South-western* Company, and to such a farther Depth, and with such Piles or other artificial Foundations, if any, as the *South-western* Company require, and the Footings of the Foundations shall be of such Width as the *South-western* Company require:

(D.) If

(D.) If the *South-western* Company so require, there shall be made between the Abutments and Wing Walls throughout their whole Length an Invert of Masonry or Brickwork of such Thickness as they require:

(E.) The whole of the Masonry, Brickwork, or Concrete of the Abutments and Wing Walls, including the Foundations and Footings, and the Invert, if any, to the Height of at least Two Feet above the Surface of the Water in the proposed Cut, and, if the *South-western* Company so require, the whole of the Masonry or Brickwork of the Arch or Viaduct, shall be set in the best Cement:

(F.) The Arch or Viaduct, and the Works connected therewith, shall be made and maintained only in accordance with Plans, Sections, Working Drawings, and Specifications for the same respectively to be approved by the *South-western* Company's Engineer by Writing under his Hand within such reasonable Time (not exceeding Two Calendar Months) as he may require; if the Work be not commenced and proceeded with within Two Calendar Months after such Engineer shall have given his Approval, such Approval shall not be treated as binding or conclusive:

(G.) The Company shall not enter upon or in any way interfere with any of the Lands or Works of the *South-western* Company, unless or until they deliver to the *South-western* Company proper and sufficient Plans, Sections, Working Drawings, and Specifications for the Arch or Viaduct, and the Works connected therewith, and the same are approved by the *South-western* Company's Engineer by Writing under his Hand:

(H.) If the *South-western* Company's Engineer do not, within Two Calendar Months after the Delivery of the Plans, Sections, and Working Drawings and Specifications, so approve the same, then they may be examined by a competent and impartial Engineer to be on the Application of the Two Companies, or either of them, nominated by the Board of Trade; and if and when they are approved by him by Writing under his Hand, they shall for the Purposes of this Section be deemed to be approved by the *South-western* Company's Engineer by Writing under his Hand:

(I.) All the Works to be from Time to Time made in accordance with this Section shall be made and maintained by the Company under the Superintendence and to the reasonable Satisfaction of the *South-western* Company's Engineer:

(K.) Before any of the Masonry or Brickwork is begun, the Foundation shall be examined and approved by the *South-western* Company's Engineer, but his Examination or Approval thereof

thereof shall not free them from the Liability to maintain the Arch or Viaduct, and the Works connected therewith, or from any other Responsibility respecting the same, or the Foundation thereof:

(L.) The Company shall not, without the previous Consent of the *South-western* Company in Writing under their Common Seal, make any Alteration of the Level of the *South-western* Railway:

(M.) The Company shall pay to the *South-western* Company the Expense of the Employment by them, during the Execution of all or any of the Works to which this Section relates, of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching the Railway and the Company's Works, or Works necessary to be executed by the *London and South-western* Company connected therewith or near thereto, and for guarding against Accidents, Interference with Traffic, Damage, or Injury arising from the Operations of the Company, or the Acts or Defaults of their Contractors, or Persons in the Employ of the Company or their Contractors:

(N.) If and whenever by reason of any Works, Acts, or Default of the Company the convenient Passage of Engines and Carriages along the Railway is prevented or hindered, then the Company shall pay to the *South-western* Company by way of ascertained Damages Fifty Pounds for every Hour during which the Passage is so prevented or hindered:

(O.) The Company shall be responsible for and make good to the *South-western* Company and all other Persons interested all Damages and Injuries, Penalties, Forfeitures, Losses, Costs, Charges, and Expenses from Time to Time occasioned to the Railway or the Traffic thereon, or the *South-western* Company, or any other Person, by reason of the Execution, User, or Failure of any of the Company's Works, or any Act or Default of the Company or their Contractors, or any Person in their respective Employment; and the Company shall fully and freely indemnify and save harmless the *South-western* Company from all Claims and Demands upon or against them by reason of any or every such Execution, User, Failure, Act, or Default:

(P.) The Company shall not, without the previous Consent of the *South-western* Company in Writing under their Common Seal, take, use, or enter upon any of the Lands of the *South-western* Company, or alter or interfere with the Railway or Works, further or otherwise than is necessary for the making and maintaining in accordance with this Section of the proposed Cut and the Arch or Viaduct and the Works connected therewith:

(Q.) The

(Q.) The *South-western* Company may and shall grant to the Company an Easement or Right in or affecting Lands of the *South-western* Company of making and maintaining, in accordance with this Section, the proposed Cut and the Arch or Viaduct and Works connected therewith, and of using the proposed Cut; but the Company shall not acquire any Ownership, Right, or Interest in or affecting any of the Lands, Works, or Property of the *South-western* Company:

(R.) The Company and the *South-western* Company from Time to Time may enter into and carry into effect all such Agreements or Arrangements as they think fit with respect to all or any of the Subject Matters of this Section:

(S.) The intended Diversion of the public Roads called *Stewart's Lane* and *Saint George's Road* respectively shown on the deposited Plans shall be made and maintained by the Company at their own Expense, and in such Manner as to allow a Space of at least Twenty-two Feet to intervene between the Northern Boundary of such Roads, when diverted throughout the entire Extent thereof respectively, and the Southern Limit of the Land belonging to the *South-western* Company: Provided that the *South-western* Company shall have the Option within Twelve Calendar Months after the passing of this Act of purchasing of the Company such intervening Space; and if the *South-western* Company shall within Twelve Calendar Months after the passing of this Act declare their Intention so to purchase such intervening Space, the Company shall sell the same upon such Terms as shall be agreed upon between the Two Companies, or, failing Agreement, settled by Arbitration pursuant to the "Lands Clauses Consolidation Act, 1845:"

(T.) If and when the *South-western* Company require, Communications shall be established between the *South-western* Railway and the Docks and Works authorized by this Act or by the Act of 1863 by means of Tramways and Sidings, and shall be made and maintained by the Company and the *South-western* Company as follows; (that is to say,) the Sidings and other Means of Communication, and the Works and Conveniences connected therewith, upon the Land belonging to the *South-western* Company, shall be made and maintained by the *South-western* Company at their Expense, and shall be solely and exclusively used by them; and the Sidings, Tramways, or other Means of Communication, and the Works and Conveniences connected therewith, upon the Land belonging to the Company, shall be made and maintained by the Company at the Company's Expense; the Points of Junction of the Company's Tramways with

the Sidings of the *South-western* Company, together with the Works connected with the Junction, so far as they shall be executed by the Company, shall be respectively selected and executed to the joint Satisfaction of the Engineer of the *South-western* Company and of the Engineer of the Company, or, in the event of their disagreeing, by an Engineer to be nominated by the President for the Time being of the Institution of Civil Engineers:

(U.) The Communications hereby required to be established shall be such in all respects as to afford the *South-western* Company convenient and ready Access by means of the Company's Tramways to the Docks and Wharves of the Company authorized by this Act or by the Act of 1863 respectively, and shall be adapted and made available as well for the Traffic of the *South-western* Company which may be conveyed to the Company's Docks upon the Rails of the *London and South-western* Railway from any Point of the *South-western* Company's Line as for the Traffic of the same Company which may be conveyed thereto over the *London, Chatham, and Dover* Railway, or the Railway of any other Company which now has or may in the present Session or at any Time hereafter acquire Means of Access to the Docks of the Company:

(V.) The *South-western* Company shall have the Right of using all the Tramways and Means of Communication constructed upon the Lands of the Company, together with all Roads and Approaches thereto, and all the Docks, Wharves, Quays, Yards, Cranes, Weighing Machines, Weights, Measures, and other Works belonging to the Company which may be necessary or convenient for the Purposes of Traffic, at such reasonable Times, for such Periods, and on such Terms and Conditions, and subject to such Regulations in all respects, as shall be from Time to Time agreed upon between the Company and the *South-western* Company, and failing Agreement shall be settled by an Arbitrator who shall be appointed by the Board of Trade on the Application of the said Two Companies or either of them.

Not to take Lands of London and Brighton Railway Company without Consent.

15. Notwithstanding anything in this Act contained, the Company shall not enter upon, take, use, or in any way interfere with any Lands or Works of the *London, Brighton, and South Coast* Railway Company, or any Lands which that Company are for the Time being authorized to acquire, without in each Instance the previous Consent of that Company for the Purpose in Writing under their Common Seal.

16. Nothing

As to Two new Filter Beds of the Southwark and Vauxhall Water Company.

16. Nothing in the Act of 1863 or in this Act contained shall authorize the Company to take, use, or in any Manner interfere with the Two new Filter Beds constructed by the *Southwark and Vauxhall* Water Company upon the Lands which the Company by their Act of 1863 are authorized to acquire, beyond Twenty-seven Feet measured from the inner Edge of the Brickwork on the Southern and Eastern Sides of such Two new Filter Beds.

Act of 1863 to be read as if all Company's Works were authorized thereby.

17. Subject to the Provisions of this Act, the Act of 1863 and the several Sections and Provisions thereof shall be read and have Effect as if the Works by this Act authorized to be executed by the Company had been authorized, and the Limits of Deviation provided for by this Act had been provided for, by the Act of 1863.

Provision for User by Company and Four Companies of Tramways, Sidings, and Junction.

18. The Company and the Four Companies, and any of them respectively, so far as the Company and the *Brighton* Company on the one hand, and the *North-western* Company, the *Great Western* Company, and the *Dover* Company, and any and every of them respectively, on the other hand, from Time to Time agree, may use the intended Tramways and Sidings and the intended Junction thereof with the *Brighton* Railway by this Act respectively authorized for such Periods and on such Terms and Conditions, pecuniary and otherwise, and in such Manner and subject to such Regulations in all respects, as are from Time to Time so agreed on; and every Agreement for the Purpose between the Company and the Four Companies, or any of them, shall be a "Working Agreement" within Part 3 (relating to Working Agreements) of "The Railways Clauses Act, 1863," incorporated with this Act.

Power to raise additional Capital by new Shares.

19. The Company from Time to Time may raise by the Creation and Issue of new Shares, ordinary or preferential or both, and in addition to their Capital of One hundred thousand Pounds under the Act of 1863, any Sum not exceeding Four hundred thousand Pounds, but it shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Power to borrow on Mortgage.

20. The Company from Time to Time may borrow on Mortgage for the Purposes of their Undertaking, in addition to the Sum of Thirty thousand Pounds under the Act of 1863, any Sums not exceeding in the whole One hundred and thirty thousand Pounds, but no Part of such last-mentioned Sum of One hundred and thirty thousand Pounds shall be borrowed until the whole of the said additional Capital of Four hundred thousand Pounds shall have been *bonâ fide* subscribed

and

and issued, and One Half thereof paid up, and the Company shall have proved to the Justice who is to certify under the Provisions contained in the 40th Section of the "Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said additional Capital of Four hundred thousand Pounds has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that every Share is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence.

Priority of existing Mortgages.

21. Provided, That the Mortgages from Time to Time before the passing of this Act granted by the Company and on the passing of this Act in force shall during the Continuance thereof respectively have Priority over the Mortgages from Time to Time granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

22. The Mortgagees of the Company under this Act may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Ten thousand Pounds.

Interest not to be paid on Calls paid up.

23. The Company, or any other Company to which this Act relates, shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by them by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him: Provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Deposits for future Bills not to paid out of Capital.

24. The Company, or any other Company to which this Act relates, shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by them by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for an Act authorizing the respective Company to make any other Railway, or to execute any other Work or Undertaking.

25. All

Application of Monies by Company.

25. All and every Part of the Monies by this Act authorized to be raised by the Company by Shares and by borrowing respectively shall be applied only to Purposes of the Undertaking of the Company.

Saving Rights of Crown.

26. Nothing in this Act contained shall authorize the Company to purchase, take, use, or otherwise interfere with any Land, Soil, Tenement, or Hereditament, or any Right in respect thereof, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, (and which Consent they or he may give,) or take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities which now or hereafter are vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving Rights of Commissioners of Works, &c. as to Battersea Park, &c.

27. Except as is by this Act expressly provided, nothing contained in this Act or in any of the Acts incorporated herewith shall authorize the said Company to take, use, or in any Manner interfere with any Lands, Tenements, or Hereditaments belonging to the *Battersea Park* Commissioners, or the Commissioners of Her Majesty's Works and Public Buildings, without the Consent in Writing of the First Commissioner for the Time being of Her Majesty's Works and Public Buildings (which Consent such First Commissioner is hereby authorized to give) upon and subject to such Conditions as the said First Commissioner may prescribe.

Saving Rights of Board of Trade, &c.

28. Nothing in this Act contained shall take away, lessen, prejudice, or alter any Jurisdiction, Franchise, Estate, Right, Interest, Power, or Privilege of the Board of Trade or of the Conservators of the River *Thames*.

Saving Rights of Watermen's Company.

29. Except as is by this Act expressly provided, and as is from Time to Time necessary for the Construction or Maintenance of the Works by this Act authorized, this Act or anything therein contained shall not take away, lessen, prejudice, or affect any of the Rights, Privileges, or Franchises of the Master, Wardens, and Commonalty, Watermen, and Lightermen of the River *Thames*.

Not to affect Powers of Metropolitan Board of Works, and Vestries, and District Boards.

30. Nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Jurisdictions, Powers, Authorities, or Provisions of the Metropolitan Board of Works, or of any Vestry or District Board, but the Provisions in their respective Behalf in the Act of 1863 contained shall extend and be read and have Effect as if they were repeated in and re-enacted by this Act, and made applicable in respect of the Works by this Act authorized.

Nothing to affect Rights of Southwark and Vauxhall Water Company.

31. Except only so far as is necessary for the making and maintaining of the Works by this Act authorized, and the due Execution of this Act, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the *Southwark and Vauxhall* Water Company, and the several Provisions with respect to them in the Act of 1863 contained (Sections 33 to 36, both inclusive,) shall be read and have Effect as if they were repeated in and re-enacted by this Act, and made applicable in respect of the Works by this Act authorized.

Saving Rights of Company and the Railway Companies.

32. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any Estate, Right, Interest, Power, Authority, or Privilege of the Company, or the *South-western* Company, or the *Brighton* Company, or the *North-western* Company, or the *Great Western* Company, or the *Dover* Company.

Not to take Property numbered 221 on deposited Plans without Consent.

33. Nothing in this Act or the recited Acts contained shall authorize or empower the Company to take or use the Property numbered 221 on the Plans which have been deposited for the Purposes of this Act as aforesaid, or any Part thereof, without the Consent in Writing of the Minister and Churchwardens for the Time being of the District Chapelry of *Saint George* in the County of *Surrey*, their Successors or Assigns, for that Purpose first had and obtained.

Company, &c. not exempt from Provisions of General Acts relating to Merchant Shipping, &c.

34. Nothing in this Act contained shall exempt the Company or their Undertaking from the Provisions of "The Merchant Shipping Law Amendment Act, 1853," "The Merchant Shipping Act, 1854," or any present or future General Act relating to Docks or Dues on Shipping or on Goods carried in Ships or to Railways, or the Audit of Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the Rates in respect of small Parcels authorized by the Act of 1863.

Expenses of Act.

35. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

The

The SCHEDULE to which the aforegoing Act refers.

ARTICLES OF AGREEMENT made the Fifth Day of July in the Year of our Lord One thousand eight hundred and sixty-four between the Battersea Park Commissioners incorporated for the Purposes of the Acts of Parliament of the Ninth and Tenth Victoria, Chapter Thirty-eight, and the Fourteenth and Fifteenth Victoria, Chapter Seventy-seven, (herein-after called the Commissioners,) of the one Part, and the Company incorporated by the Name of "The West London Docks and Warehouses Company, Limited," (herein-after called the Company,) of the other Part.

Whereas the Company are promoting a Bill now pending in Parliament, which is intituled "An Act for authorizing the West London Docks and "Warehouses Company to execute further Works, and to make Arrangements "with other Companies, to raise further Monies, and for other Purposes," and the Company seek to obtain thereby Authority to enter upon, take, and use certain Parts of the Pieces or Parcels of Land to which this Agreement relates, and to execute Works thereon: And whereas the said Parts now comprised in the said Bill, together with the Remainder of the Land to which this Agreement relates, contain altogether by Admeasurement Twenty-five Acres Two Roods and Seven Perches, and are Part of the Land which the Commissioners have acquired under the herein-before mentioned Battersea Park Acts, and which are not wanted, and which the Commissioners do not deem it expedient to retain for the Purposes of those Acts; but the Commissioners being advised that they have not by the said Acts, or either of them, Power to carry this Agreement on their Part into full Effect, it has been agreed between the said Parties hereto that Application shall be made to Parliament to confirm by the intended Act these Presents, and to authorize the carrying of this Agreement into full Effect. Now therefore these Presents witness, that for the Considerations herein appearing it is hereby mutually agreed by and between the Commissioners acting in pursuance of their Powers under the Battersea Park Acts, for themselves and their Successors on the one hand, and the Company for themselves and their Assigns on the other hand, as follows; (that is to say,)

Article 1. The Company will use their utmost reasonable Endeavours to procure the Confirmation by the Act of Parliament for which the recited Bill is pending of these Presents, and Authority for the carrying of the following Articles of this Agreement into full Effect, and the Commissioners will assent to the Application, and if the requisite Parliamentary Authority be obtained during the present Session of Parliament, then, but not otherwise, the following Articles of this Agreement shall have Effect.

Article 2. The Commissioners will sell and the Company will purchase the Four Pieces of Land in the Parish of Saint Mary, Battersea, which are shown on the Plan hereunto annexed, and are thereon marked respectively 1, 2, and 3, coloured Red, and 4 coloured Purple, and contain together by Admeasurement, exclusive of the Road over the Railway Bridge, Twenty-five Acres Two Roods

and

and Seven Perches, more or less, together with all Easements and Rights thereto belonging and now enjoyed by and belonging to the Commissioners.

Article 3. The Purchase Money for the purchased Lands shall be Fifty-four thousand five hundred and eighty Pounds, which the Company will pay to the Commissioners by yearly Instalments as follows; (that is to say,) an Instalment of Ten thousand Pounds shall be paid on the Twenty-ninth Day of September One thousand eight hundred and sixty-four, and Four further Instalments of Ten thousand Pounds shall be paid on the Twenty-ninth Day of September in each of the succeeding Four Years, and the Sum of Four thousand five hundred and eighty Pounds, being the Balance of the said Purchase Money or Sum of Fifty-four thousand five hundred and eighty Pounds, shall be paid on the Twenty-ninth Day of September One thousand eight hundred and sixty-nine, and in the mean-time, and until the whole of the Purchase Money has been paid, the Company will pay to the Commissioners Interest at the Rate of Four Pounds per Centum per Annum half-yearly on the Twenty-fifth Day of March and the Twenty-ninth Day of September in every Year on so much of the Purchase Money as shall from Time to Time remain unpaid, and the First Payment of Interest shall be made on the Twenty-fifth Day of March One thousand eight hundred and sixty-five.

Article 4. If the First Instalment of Ten thousand Pounds be paid by the Company to the Commissioners on the Twenty-ninth Day of September One thousand eight hundred and sixty-four, the Commissioners will on that Day let the Company into possession of such Parts of the purchased Lands as are then in hand, and into the Receipt of the Rents and Profits of such Parts of those Lands as are then subject to any Leases or Lettings.

Article 5. On Payment by the Company to the Commissioners of the Balance of the said Sum of Fifty-four thousand five hundred and eighty Pounds, and all Interest then payable, the Commissioners will execute a proper and sufficient Conveyance of the purchased Lands to the Company, subject to the Leases or Lettings thereof.

Article 6. So much of the Purchase Money of Fifty-four thousand five hundred and eighty Pounds as shall from Time to Time remain unpaid, and the Interest thereon, shall be a First Mortgage or Charge as well on the purchased Lands as on all Buildings and other Erections, Railways, and other Works of the Company from Time to Time thereon or connected therewith, and the Commissioners shall have the like Rights and Remedies for securing and obtaining Payment of the Purchase Money by the Instalments at the Times and in Manner aforesaid, and the Interest thereon, as are given to Mortgagees by the Provisions "with respect to the borrowing of Money by the Company on Mortgage or Bond" contained in "The Companies Clauses Consolidation Act, 1845."

Article 7. The Company shall not be entitled to any Proof that the purchased Lands are Part of the Lands acquired by the Commissioners under the Battersea Park Acts, or that the same have now become saleable under those Acts, nor to any Abstract or Evidence of Title whatsoever, nor to have any Deed or Document or Copy of any Deed or Document delivered or produced to them.

Article 8. The said Lands are sold by the Commissioners and purchased by the Company subject to all Rights which the Southwark and Vauxhall Water Company

Company and all other Companies or Persons have of Access into and Passage over the Prince of Wales' Road and other Roads formed or intended to be formed, and also to all Rights of Way which the Southwark and Vauxhall Water Company at present possess for their Water Pipes under the purchased Lands, and also to all Rights of Way and Access which belong to the Lessees and Occupiers of the Wharf shown on the annexed Plan, being the Piece of Land thereon marked 4 and coloured Purple, and also to an Agreement for a Lease of that Wharf to be granted to Henry Lee the elder and Henry Lee the younger for a Term of Ninety-nine Years from Midsummer One thousand eight hundred and fifty-nine at a yearly Rent of One hundred and eighty Pounds, and also subject to the Agreements under which the purchased Lands or any Part thereof are now occupied by yearly or quarterly Tenants, and also to all Rights already or hereafter to be given by Parliament to any Railway Company over any Portion of the purchased Lands, but the Purchase shall not be subject to any Lease or Letting not now existing, other than the Lease so agreed for.

Article 9. The Company will re-form the Lower Wandsworth Road along the whole Southern Side of the purchased Lands, from Nine Elms to the Victoria Road, so as to make the Lower Wandsworth Road not less in any Part than Sixty Feet wide including the Footways, except about Seven hundred Feet in Length thereof at the Western End thereof, which may be not more than Fifty Feet wide, as shown by the annexed Plan, and the Footway on the Northern Side of the Road for its whole Length from Nine Elms to Victoria Road shall be Eight Feet wide and properly curbed.

Article 10. The Company will form a Branch Road from the Lower Wandsworth Road to the Circus of the Victoria Road not less in any Part than Sixty Feet wide, including Two Footways each Eight Feet wide, and properly curbed.

Article 11. The Widening of the Lower Wandsworth Road and the Formation of the intended Branch Road therefrom to the Circus of the Victoria Road shall be completed within Two Years after the passing into a Law of the pending Bill, and, except so far as the Commissioners otherwise previously approve, shall be made as shown by a dotted Line on the annexed Plan, and shall be executed in every respect to the Satisfaction of the District Board of Works; and the Prince of Wales' Road shall not be interfered with by the Company until the District Board shall take to the said Road and Branch Road as Parish or District Roads.

Article 12. Any Bridge made over the intended Branch Road from the Lower Wandsworth Road to the Circus of the Victoria Road shall have a Span of at least Sixty Feet, and a clear Headway in every Part of not less than Sixteen Feet, and the Front or Sides thereof shall be built according to Designs to be previously approved by the Commissioners.

Article 13. Every Embankment, Viaduct, Building, or Fence made at any Time on the purchased Lands within Fifty Feet of the Victoria Road, or of the Circus thereof, shall be formed, planted, built, or constructed in such Manner and according to Designs to be previously approved by the Commissioners.

Article 14. The Company will not make any Pier or other Work, or moor any Vessel, or by any Act whatever in any way obstruct or interfere with the Pier or Landing Place proposed to be made by the Commissioners under the Authority

West London Docks and Warehouses Act, 1864.

Authority given to them by the Battersea Park Act of the Ninth and Tenth Victoria, Chapter Thirty-eight, Section Eleven, in front of the Wharf which adjoins on the Eastward to the Piece of Land marked Number 4, and coloured Purple on the annexed Plan.

Article 15. The Company will pay the Legal and Surveying Charges and Expenses, and all other Costs, Charges, and Expenses already or hereafter to be incurred by the Commissioners, relating to the Treaty for the Sale of the purchased Lands, and the Preparation and Execution of this Agreement, and the Conveyance of the purchased Lands to the Company.

Article 16. If and whenever any Dispute or Difference shall arise between the Commissioners and the Company as to any of the Provisions of this Agreement, or any Matter or Thing herein contained, every such Dispute or Difference shall be referred to the First Commissioner of Her Majesty's Works and Public Buildings, and his Determination and Award thereon shall be conclusive and binding on all Parties interested, and full Effect may and shall be given thereto.

Article 17. The Submission to Reference hereby made may at any Time be made a Rule of any of Her Majesty's Courts of Law at Westminster, on the Application of either Party.

In witness whereof the Commissioners and the Company have hereunto respectively affixed their Corporate Seals the Day and Year first above written.

L.S.

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