



CHAPTER ccvi.

An Act for incorporating the Regent's Canal and Dock Company; for the transfer to them of the Undertaking of the Regent's Canal Company; for authorising the construction of Works; for improving and providing additional accommodation in connexion with that Undertaking; and for other purposes. A.D. 1875.  
[11th August 1875.]

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. 195.  
[Loc. & Per.]

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;"

"The Regent's Canal Act, 1816" (in this Act called "the Act of 1816");

"The Regent's Canal (Limehouse Basin) Act, 1819" (in this Act called "the Act of 1819");

"The Regent's Canal (Water) Act, 1819;"

"The Regent's Canal Act, 1821" (in this Act called "the Act of 1821");

"The Regent's Canal Act, 1826;"

"The Regent's Canal (Reservoir) Act, 1851;"

"The Regent's and Hertford Union Canals Act, 1855;" and

"The Regent's Canal (Limehouse Basin) Act, 1865" (in this Act called "the Act of 1865");

[Ch. ccvi.] *The Regent's Canal and Dock* [38 & 39 VICT.]  
*Act, 1875.*

A.D. 1875. And whereas by those Acts respectively (herein-after collectively referred to as "the canal company's Acts") the canal company were 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
	£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 eight hundred and sixteen thousand six hundred and twenty-five pounds, and no more, by shares, and their mortgage debt was one hundred and nine thousand five hundred and fifty pounds, 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), one hundred and eighty thousand pounds, and to borrow in respect of their then capital, on which eight hundred and sixteen thousand six hundred and twenty-five pounds had been paid up as aforesaid, two hundred and fifty-thousand pounds, including therein their then mortgage debt of one hundred and nine thousand five hundred and fifty pounds, and in respect of their additional capital by that Act authorised sixty thousand pounds, and they were authorised to create and issue debenture stock :

And whereas the stock and borrowed capital of the canal company now consists of—

- £900,450 consolidated ordinary stock, representing an expenditure of capital raised by shares of £996,625 ;
- £3,200 debenture stock, bearing £4 per cent. interest ;
- £130,194                   "                   "                   £4 5s.                   "                   "
- £22,750 debentures, at £4 5s. per cent interest ;
- £72,000 debentures, at £4 10s. per cent. interest :

And whereas the enlargement of the Limehouse Basin of the canal company, and the improvement in certain parts of their canal, and the bringing of the same into more direct and convenient communication with the River Thames and the neighbouring railways, would greatly increase the public utility of the canal company's undertaking: A.D. 1875.

And whereas the canal company, and certain persons on behalf of the Company intended to be incorporated by this Act, who are willing, if authorised by Parliament so to do, to undertake the extension and improvement of the canal company's undertaking, have entered into the 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 it is expedient that the Company so to be incorporated (in this Act called "the Company") be authorised to execute the works in this Act mentioned for and in connexion with the extension and improvement of the undertaking of the canal company:

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 taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county of Middlesex, 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.

1. This Act may be cited as "The Regent's Canal and Dock Act, 1875." Short title.

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, 1845," Provisions of certain Public Acts incorporated.

A.D. 1875. 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 "The Harbours, Docks, and Piers Clauses Act, 1847," and Part I. of "The Railways Clauses Act, 1863," incorporated herewith, the enlargement of the Limehouse Basin, and the river wall or embankment, and the staging or platform in front of such river wall or embankment, and the landing stage and the landing stairs herein-after described and by this Act authorised, shall respectively be deemed docks and piers and works within the meaning of the said Acts.

Interpreta-  
tion of terms.

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 as by this Act authorised to be altered, and the new cut or canal by this Act authorised, and the works connected therewith respectively; the expression "the dock" means and includes the Limehouse Basin as by this Act authorised to be enlarged; the expressions "the river wall," "the platform," and "the railway," mean and include respectively the river wall or embankment, the stage or platform in front of the said river wall or embankment, and the railway and any part or parts thereof respectively by this Act respectively authorised; the expression "the streets" means and includes the alteration of existing streets, and the new road or street by this Act respectively authorised; the expression "the undertaking" means and includes the canal, the dock, the river wall, the platform, the railway, and the streets and the undertaking by this Act authorised; 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.

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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Interpreta-  
tion of term  
"parish  
clerks," &c.

#### PART II.—INCORPORATION OF COMPANY.

5. James Fortescue Harrison, James Goodson, John Evans Freke Aylmer, Sir Charles Whetham, Charles Magnay, Alexander George Dickson, Arthur John Otway, the Honourable Robert Wellesley Grosvenor, the Honourable James Terence Fitzmaurice, 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 improving the Regent's Canal and the Limehouse Dock and Basin, and, in connexion therewith, for making and maintaining the railway 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 and Dock 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.

Company  
incorporated.

#### PART III.—AS TO SALE AND TRANSFER OF THE CANAL COMPANY'S UNDERTAKING.

6. The agreement (a copy whereof is set forth in the first schedule to this Act, and which agreement is herein-after in this Act referred to as "the canal agreement") made between the canal company of the first part, and James Fortescue Harrison, M.P., James Goodson, Captain John Evans Freke Aylmer, Alderman Sir Charles Whetham, Charles Magnay, Major Alexander George Dickson, M.P., Arthur John Otway, and the Honourable Robert Wellesley Grosvenor, 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,

Confirming  
scheduled  
agreement.

A.D. 1875. 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 said parties thereto of the second part, and the same were under the seal of the Company. In that agreement the word "month" means calendar month.

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

7. In accordance with the terms and conditions of the 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.

Transfer to be by deed.

8. The transfer shall be evidenced sufficiently and conclusively by a deed of transfer duly stamped, and in which deed the consideration for the same shall be fully and truly set forth, or by a copy of this Act, purporting to be printed by the Queen's Printers and duly stamped, and on the proper payment by the Company within three calendar months of the purchase the Commissioners of Inland Revenue shall stamp the said copy with the stamp which would be required if the transfer were by deed, and if the Company make default herein the proper stamp duty shall be recoverable from the Company, with full costs of suit, and all charges attending the same.

Defining undertaking of canal company.

9. The undertaking of the canal company, for the purposes of this Act, means and includes all canals, basins, 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 other 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 canal agreement.

Transfer to be subject to leases, &c.

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

Receipt of the canal company to be a good

11. The receipt or acknowledgment by the canal company, under their common seal, 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 canal agreement, be answerable or accountable for any loss, misapplication, or non-application thereof.

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discharge for purchase money.

12. 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 stockholders of the canal company, and shall not have exchanged their stock of the canal company for Rentcharge Stock or Capital Stock A of the Company, in accordance with the provisions herein-after in this Act contained, 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.

Application of purchase money.

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

Purchase money when distributed to be subject to same trusts, &c. as stock of canal company.

14. 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.

Canal company to be dissolved.

15. After the passing of this Act any general meeting of the canal company may at any time or times reduce the number of directors of the canal company, but not below nine, and may determine in what manner such reduction shall be effected, and what number of the directors shall retire from office in each year, and in what order. Upon the transfer the directors of the canal company shall be reduced to four, of whom the chairman and deputy chairman for the time being shall be two, and the others shall be determined by lot or by mutual agreement between the other directors; and the chairman and deputy chairman shall continue to act as such so long as they shall be directors. Any vacancy subsequently occurring amongst the four directors may be filled as occasion requires, by lot or by mutual agreement, from the directors in office at the time of the transfer; but no act or proceeding of the canal company, or of the directors after the transfer, shall be invalidated by reason of any vacancy in the office

Number of directors of canal company reduced.

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of chairman or deputy chairman, or by reason of the number of directors having been reduced to less than four, or by reason of the absence of the chairman or deputy chairman, or both of them, so as two directors concur in any such act or proceeding.

Cases in which undistributed assets may be paid into Court.

16. 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 Court of Chancery; that is to say, if any part of such purchase money remains undistributed, or any such dividends remain unpaid,—

First, by reason of the same not having been claimed by any person entitled thereto:

2ndly, by reason of any person claiming the same not having shown to the satisfaction of the directors a sufficient title thereto:

3rdly, 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.

17. Notice of the transfer and of the winding up of the affairs of the canal company, 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.

18. All moneys to be from time to time paid into the Court of Chancery under this Act may and shall be paid into the High Court of Chancery according to the provisions of the Act of the session of the tenth and eleventh years of Her present Majesty, chapter 96, 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 and Dock 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. A.D. 1875.

19. 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 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. Executors, &c. empowered to give receipts.

20. 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, may be enjoyed and exercised by the Company in relation to the undertaking of the canal company (including the enlargement of the Limehouse Basin, river wall and platform, and the variations or alterations of the canal of the canal company by this Act authorised), 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. Acts relating to canal company to apply to Company.

21. 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 and Conveyances &c. to remain.

A.D. 1875. conditions of the 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.

**22.** 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.

**23.** Notwithstanding the transfer, the canal company shall be liable to all claims and demands whatsoever, at law or in equity, to which that Company were or would have been liable if this Act had not passed, and to which, in accordance with the terms of the canal agreement, the Company are not 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 canal company, or (as the case may be), in accordance with the terms of the canal agreement, by or from the Company.

Saving sub-  
missions and  
awards.

**24.** 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 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.

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**25.** 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 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.

Contracts for land to be executed.

**26.** 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.

Application of money paid into bank or to trustees.

**27.** 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

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

A.D. 1875. 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.

**28.** 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.

Resolutions of canal company to remain in force.

**29.** 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.

**30.** 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 (including the enlargement of the Limehouse Basin and the variations or alterations of the canal of the canal company by this Act authorised), 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.

General saving of rights under recited Acts.

**31.** 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 every thing 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 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. A.D. 1875.

PART IV.—POWER TO MAKE NEW WORKS.

32. Subject to the provisions of this Act and of the canal agreement, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the works herein-after described, and may enter upon, take, and use such of the lands delineated on the said plans (whether included within the limits of deviation delineated on the deposited plans or otherwise), and described in the deposited books of reference, as may be required for that purpose. The works herein-before referred to and authorised by this Act are— Power to  
make works.

(A.) An enlargement of the present ship basin of the canal company at Limehouse and Ratcliffe, called the Limehouse Basin, by an extension thereof towards the east and south :

(B.) A river wall or embankment, commencing by a junction with the existing river wall or embankment about eighty yards to the eastward of the new ship entrance lock of the canal company, and running thence eastward for a distance of about three hundred and twenty yards, and terminating near the Duke Shore dry dock :

(C.) A staging or platform, to be supported on open pile work, in front of the existing river wall or embankment and of the river wall or embankment by this Act authorised :

(D.) A new cut or canal commencing in and out of the existing Limehouse cut or canal of the River Lee, and terminating in the River Thames near the Duke Shore dry dock above mentioned :

(E.) The stopping up and discontinuing for public traffic of so much of the existing Limehouse cut or canal of the River Lee as lies between the commencement of the new cut or canal by this Act authorised and the south-western end of the said existing Limehouse cut or canal at its junction with the River Thames :

(F.) An alteration of the line, width, and levels of the streets or public carriage-roads called Fore Street and Narrow Street :

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(G.) A new road or street commencing in the north side of Fore Street above mentioned, and terminating in the south side of the street called Ropemakers Fields.

The whole of the works above described will be made or be situate in the parish of Saint Anne, Limehouse, in the county of Middlesex.

(H.) A railway (on the deposited plans and sections called Railway No. 1), one mile one furlong eight chains and twenty-three links in length, commencing near the bridge carrying the London and Blackwall Railway over the road or street called Island Row, and terminating by a junction with the Great Eastern Railway near the bridge carrying that railway over Grove Road: Provided, nevertheless, that the junction with the Great Eastern Railway shall be made in such place or places, within the limits of deviation, and with such lines of railway, and in such manner, as the Great Eastern Railway Company may determine; and all works for effecting such junction shall be decided by the Great Eastern Railway Company, and shall be carried out by them at the expense of the Company in all respects.

The railway will be made or pass from, in, through or into the following or some of the following parishes, townships, extra-parochial and other places; that is to say, Saint Anne, Limehouse, the hamlet of Mile End Old Town, in the parish of Saint Dunstan, Stepney, otherwise Stebonheath, Saint Matthew, Bethnal Green, Saint Mary, Stratford-le-Bow, and Bromley Saint Leonards, all in the county of Middlesex. Unless otherwise arranged between the Company and the Great Eastern Railway Company, the Company shall construct a station for the interchange of traffic at or near the junction of the railway with the Great Eastern Railway, the site of such station to be agreed upon between the Company and the Great Eastern Railway Company, within the limits of lateral deviation, and such station and all sidings for the interchange of traffic shall be made according to designs submitted by the Company to and approved by the Great Eastern Railway Company.

(K.) The widening or variation or alteration of the line of the canal and the works connected therewith of the canal company between the following points respectively; (that is to say,)

(a.) A widening, in the parish of Saint Anne, Limehouse, aforesaid, of the canal between a point about thirty yards south of the southern face of the bridge carrying Salmon's Lane over the canal and a point about twenty yards north of the north face of the said bridge, together with a corresponding alteration and widening of the arch or opening of the said bridge:

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(b.) A variation or alteration, in the parish of Saint Anne, Limehouse, and the hamlet of Mile End Old Town aforesaid, of the line of the canal and the works connected therewith near the bridge carrying the Blackwall Extension Railway over the said canal :

(c.) A variation or alteration, in the hamlet of Mile End Old Town aforesaid, of the line of the canal and the works connected therewith near the bridge over the said canal known as "Ben Jonson's Bridge," together with an alteration and widening of the arch or opening of the said bridge :

(d.) A variation or alteration, in the hamlet of Mile End Old Town aforesaid, of the line of the canal commencing near Jonson's Lock, and terminating at or near Mile End Lock, together with an alteration and widening of the arches or openings of the bridges known as "Stepney Footpath Bridge" and "Mile End Bridge :"

(l.) The scouring, dredging, and deepening the bed, shore, and soil of the River Thames, at or near the dock and works by this Act authorised, or any part thereof :

(m.) The making, providing, and maintaining, in connexion with the aforesaid works, or any of them, of all necessary or convenient locks, gates, sluices, graving docks, shipping places, wharves, quays, slips, jetties, landing-places, stages, bridges, viaducts, rails, trams, sidings, turntables, stations, platforms, ways, approaches, tunnels, roads, warehouses, bonded warehouses, sheds, buildings, cranes, hydraulic lifts, gridirons, moorings, buoys, drops, dolphins, culverts, sewers, gutters, drains, and other works and conveniences :

Provided always, that the powers of the Company for the execution of any works which may affect the canal or basin or traffic of the canal company shall not, without the consent of the canal company, be exercised until after the transfer of the canal under this Act.

**33.** Except as herein-after otherwise expressly provided, the Company shall at all times keep and maintain the canal, and all the reservoirs, works, basins, docks, quays, slips, landing-places, and conveniences thereto belonging, thoroughly repaired and dredged, and in good working condition, and shall preserve the supplies of water to the same, so that the whole of the canal, and all basins, docks, works, and conveniences thereto belonging or connected

Canal to be kept open and navigable.

A.D. 1875. — therewith, may be at all times kept open and navigable for the use of all companies and persons desirous to use and navigate the same without any unnecessary hindrance, interruption, or delay.

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

**34.** If in the execution of any of the powers by this Act conferred it be found necessary to close or to interrupt or obstruct the free navigation or use of any part of the canal, or of the towing-path thereof, no part of such canal or towing-path shall be closed, nor shall the free navigation or use of any part thereof be interrupted or obstructed for a longer period than one week at any one time, nor oftener than once in each period of four months, and that only during the execution of the works by this Act authorised; and in each case the Company shall give to the Company of Proprietors of the Grand Junction Canal (herein-after called "the Grand Junction Canal Company") not less than fourteen days previous notice in writing of their intention to close or to interrupt or obstruct the free navigation or use of such canal or towing-path; and if at any time by reason or in consequence of any works, operations, or proceedings of the Company any part of such canal or towing-path shall be closed, or the free navigation or use thereof shall be interrupted or obstructed without such previous notice, or for a longer period than one week at any one time, or more frequently than is herein-before provided, then and in every such case the Company shall pay to the Grand Junction Canal Company as and by way of liquidated damages the sum of five pounds for each of the first forty-eight hours, and the sum of ten pounds for each subsequent hour during which such closing, interruption, or obstruction shall continue, and such liquidated damages, with costs of suit, may be sued for and recovered by the Grand Junction Canal Company in any court of competent jurisdiction: Provided always, that nothing herein contained shall prevent the Grand Junction Canal Company from recovering, in addition to the amount of such liquidated damages, any special damage that may be sustained by them by reason or in consequence of any such closing, interruption, or obstruction, or of any other acts, neglects, or defaults of the Company.

PART V.—AS TO THE CAPITAL OF THE COMPANY AND THE EXCHANGE OF STOCK, DEBENTURES, AND MORTGAGES OF THE CANAL COMPANY FOR STOCK OF THE COMPANY.

Capital. **35.** The capital of the Company shall (subject to increase or reduction as herein-after provided) be two million two hundred and



ninety thousand five hundred and forty pounds, and shall consist of— A.D. 1875.

(A.) The Rentcharge Stock and the Capital Stock A by this Act created, and amounting together to one million three hundred and ninety thousand five hundred and forty pounds; and

(B.) Ordinary Capital B of the amount of nine hundred thousand pounds, divided into shares of ten pounds each, or (as the case may be) issued in whole or in part as stock under the provision herein-after in that behalf contained.

**36.** There are hereby created, as part of the capital of the Company, two stocks, to be called respectively "Rentcharge Stock" and "Capital Stock A." The aggregate amount of those two stocks is hereby declared (subject to the provisions herein-after contained) to be one million three hundred and ninety thousand five hundred and forty pounds. Rentcharge Stock and Capital Stock A created by this Act.

**37.** Subject to and in accordance with the provisions of this Act, the directors of the Company may from time to time issue either Rentcharge Stock or Capital Stock A, or both, and of either stock they may, if necessary, issue the full aggregate amount of the two stocks as by this Act declared, but if both Rentcharge Stock and Capital Stock A be issued, the aggregate amount issued shall in no event exceed the aggregate amount as by this Act declared of the two stocks. Issue of those stocks.

**38.** Within at the most one calendar month after the Company shall have paid to the canal company the sum of one hundred thousand pounds mentioned in the canal agreement, or if the directors of the canal company think fit at any time after the passing of this Act, the canal company shall deliver to the Company a full and complete list, to be verified by the secretary of the canal company under his hand, of the holders of stock and debentures of the canal company (the expression "stock" in this and the following sections including debenture stock of the canal company, unless the contrary is expressly stated), together with the addresses, so far as the same are known, of such stock and debenture holders, and the amount of stock and of the debentures held by such stock and debenture holders respectively, and the rate of interest payable in respect of such debenture stock and debentures respectively, and the date and terms of the respective debentures. Canal company to deliver list of their stock and debenture holders to the Company.

**39.** After delivery to the Company of such certified list, the directors of the Company shall cause notice in writing to be given, under the hand of the secretary of the Company, to all the stock and debenture holders of the canal company included in such list Company thereupon to give notice of provisions of Act to those stock and

A.D. 1875.

debenture  
holders.

addressed to them, according to their respective addresses aforesaid, or left at their usual or last known place of abode respectively, of the provisions of this part of this Act, so far as those provisions affect such stock or debenture holders of the canal company.

Who may  
elect to  
exchange  
their existing  
stock, &c. for  
Rentcharge  
Stock or  
Capital Stock  
A of the  
Company.

**40.** Any stock or debenture holder of the canal company included in the said certified list (and whether the stock or debentures belong to him in his own right, or be held by him in any representative capacity, or upon any trust, but in either of the two latter cases, subject to the other provisions of this section) may, by notice under his hand delivered, or sent by post to the secretary of the Company, on or before a day to be named in that behalf in the notice to be given as aforesaid by the Company, elect to exchange his stock or debentures, or any part of his stock, or any such debenture, for Rentcharge Stock or for Capital Stock A of the Company, or (at the option of the stock or debenture holder so electing) in part for Rentcharge Stock and in other part for Capital Stock A: Provided always, that it shall not be competent to any person who shall have signed any notice so delivered to the Company to withdraw or cancel the same without the consent in writing of the company; and provided also, that with respect to any stock or debenture of the canal company held by or standing in the names of more than one person, or by or in the name or names of one or more persons who or any one of whom is not sui juris, the following provisions shall have effect:

(A.) If the stock or debenture be held by or be standing in the name of two or more persons, the notice of election shall be of no effect unless it be signed by each of such persons:

(B.) If any person signing (either alone or jointly with any other person or persons) any notice of election as aforesaid be not sui juris, the Company may (if they think fit) require that such person, or the other person or persons (if any) signing the notice shall, within such reasonable time as the Company may specify in that behalf, prove to the satisfaction of the Company that he or they has or have obtained the sanction of the Court of Chancery to the exchange of stock or debentures of the canal company for stock of the Company in terms of the notice of election, and in default of proof to that effect being given to the satisfaction of the Company within the time so to be specified by them in that behalf as aforesaid, the notice of election shall be of no force or effect.

Directors of  
Company to  
issue Rent-  
charge Stock

**41.** As soon as conveniently may be after the day on or before which, in accordance with the notices given by the Company, the stock and debenture holders of the canal company may elect as

aforesaid, the directors of the company shall issue to such of those stock or debenture holders as shall have validly elected as aforesaid, provisional certificates, in such form as the directors of the Company may approve, evidencing the right of such stock and debenture holders to have issued to them respectively upon the completion of the purchase and transfer by this Act authorised Rentcharge Stock or Capital Stock A, or both, as the case may be, in substitution for the stock or debentures, as the case may be, to which the respective notice of election relates, and in accordance with the respective notice; all Rentcharge Stock and Capital Stock A to be issued in substitution for stock (other than debenture stock) of the canal company shall be calculated and issued as fully paid up at the rate of one hundred and twenty pounds of such stock for every one hundred pounds of ordinary stock of the canal company, and all Rentcharge Stock and Capital Stock A to be issued in substitution for debenture stock or debentures of the canal company shall be issued as fully paid up, and shall be of the same nominal amount as that debenture stock or those debentures, or as nearly of the same nominal amount as the circumstances will permit: Provided always, that for the purpose of equalising the values and of facilitating the surrender and exchange of debenture stocks and debentures of the canal company, which, though similar as to nominal amount, bear different rates of interest, the Company may create and issue additional Rentcharge Stock or Capital Stock A, or either of them, beyond the amount of one million three hundred and ninety thousand five hundred and forty pounds herein-before authorised, and for the purpose of defraying the costs, charges, and expenses of and incident to the passing of this Act, and of and incidental to the raising or paying to the canal company of any moneys by way of instalment, or otherwise, under the provisions of this Act, or of the canal agreement, and for the purpose of giving effect to the several provisions contained in Articles 11 and 12 of the canal agreement, the Company may in like manner create and issue Rentcharge Stock or Capital Stock A, or either of them, beyond the said amount herein-before authorised; but the additional amount of those stocks, or either of them, so created and issued shall be confined strictly to the purposes by this enactment authorised, and shall not exceed in the whole the sum of one hundred thousand pounds.

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or Capital  
Stock A to  
the stock-  
holders &c.  
so electing.

42. If after providing for the substitution of Rentcharge Stock and Capital Stock A for stock and debentures of the canal company, in accordance with the preceding provisions of this Act, there remain unappropriated any Rentcharge Stock or Capital Stock A, the directors of the Company may issue such remaining stock, or any

Balance of  
Rentcharge  
Stock and  
Capital Stock  
A may be  
issued to  
other  
persons.

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As to appli-  
cation of  
proceeds.

part or parts thereof, to any corporations, companies, or persons who may be willing to accept the same, at such price or prices, and upon such terms and conditions, as the directors think fit. All moneys paid as the consideration for any part of such remaining stock, or (if any such stock is issued at a premium) so much of the consideration money as shall be equal to the nominal amount of the stock so issued at a premium, shall and may be applied in or towards payment of such part of the purchase money of one million and eighty thousand five hundred and forty pounds mentioned in the canal agreement as shall then remain to be paid in money, or in or towards payment of the money secured by debentures or debenture stock (with the consent of the holders of such debenture stock) then outstanding of the canal company: Provided always, that the directors of the Company (if in their opinion the transfer by this Act authorised will be thereby facilitated) may, in the first instance, issue in manner aforesaid, or agree to issue, Rentcharge Stock or Capital Stock A to corporations, companies, or persons willing to accept the same, but so that sufficient Rentcharge Stock or Capital Stock A be retained to meet the claims of all holders of stock or debentures of the canal company who shall elect, in accordance with the provisions of this Act, to accept Rentcharge Stock or Capital Stock A in substitution for the same.

Cancelling  
Rentcharge  
Stock or  
Capital Stock  
A remaining  
eventually  
unissued.

43. All Rentcharge Stock or Capital Stock A remaining unissued at the expiration of two years and six months from the passing of this Act (the several purposes of this Act to which Rentcharge Stock or Capital Stock A is applicable having first been duly satisfied) shall by virtue of this Act be cancelled and extinguished, and by the nominal amount of stock so cancelled and extinguished the aggregate amount of Rentcharge Stock and Capital Stock A of the Company shall thereupon be reduced.

Priority of  
Rentcharge  
Stock.

44. Rentcharge Stock under this Act shall be entitled to such preferential dividend, not exceeding four pounds five shillings per centum per annum, as shall be determined by resolution of the directors to be attached to such stock, or any part thereof, on or before the first issue thereof, and to such further or additional dividend (whether fixed or fluctuating) not exceeding one pound per centum per annum, as the directors of the Company (if the directors think fit so to do) may, on or before the first issue of any part thereof, resolve and determine to attach to the Rentcharge Stock out of the profits of the undertaking in each year after the payment of five pounds per centum to the holders of the ordinary capital for the time being of the Company (including Capital Stock A), and such Rentcharge Stock shall be a charge upon the under-

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taking of the Company next after the debenture stock, debentures, and mortgages of the canal company (for the payment whereof the Company are by this Act made liable in place of the canal company) so long as those debenture stock, debentures, and mortgages respectively remain outstanding and unsatisfied by the Company, and in priority to all other debentures or debenture stock for the time being of the Company.

45. The Company may and, if necessary, shall apply in or towards payment of the preferential dividends to become due on the Rentcharge Stock so created so much as may be required for that purpose of any moneys for the time being belonging to them.

For securing payment of the preferential dividend on Rentcharge Stock.

46. The Rentcharge Stock shall be entitled to any additional dividend beyond the preferential dividend which may be attached to it out of the profits of each year (but only out of such profits); and if there be not in any such year profits available for the payment of the full amount of the said additional dividend for that year, no part of the deficiency shall be made good out of the profits of any succeeding year, or out of any other funds of the Company, and, save as aforesaid, the Rentcharge Stock shall not entitle the holders thereof to any share in the profits of the Company.

Additional dividends thereon.

47. The Rentcharge Stock shall not entitle the holders thereof to vote in respect thereof at any meeting of the Company.

Rentcharge Stock not to confer right of voting.

48. The Capital Stock A created as aforesaid shall be part of the ordinary capital of the Company, and shall rank *pari passu* with and shall confer the same rights of voting as the other ordinary capital of the Company under this Act.

Capital Stock A to be part of ordinary capital of Company.

49. The terms and conditions to which the Rentcharge Stock or (as the case may be) the Capital Stock A is subject shall be clearly stated on all certificates thereof respectively.

Terms and conditions of substituted stock to be stated on certificates.

50. Subject to the provisions of this part of this Act, the sections numbered 62 and 63 of "The Companies Clauses Consolidation Act, 1845," shall apply to the Rentcharge Stock and to the Capital Stock A, and the holders thereof, as if the respective stock had been formed under the provisions of that Act by the consolidation of shares into stock.

Sections 62. and 63. of 8 & 9 Vict. c. 16. to apply to substituted stock.

51. The Company shall deliver to the canal company a list, certified under the hand of the chairman of the Company, of the holders of stock (other than debenture stock) of the canal company who shall have elected, in accordance with the provisions of this Act, to accept Rentcharge Stock or Capital Stock A of the Company in exchange for their stock, or any part thereof, of the canal company,

Company to notify to canal company exchanges of stock under this Act.

A.D. 1875. — and of the amounts of Rentcharge Stock and Capital Stock A to which, in accordance with the provisions of this Act, such stockholders respectively may be entitled.

Exchange of provisional certificates for Rentcharge Stock or Capital Stock A.

52. On or before the time fixed for the completion of the purchase and transfer by this Act authorised, the secretary of the Company shall give notice to the respective stock and debenture holders to whom provisional certificates have been issued under the provisions of this Act to deliver or send in by a day to be named in the notice the provisional certificates aforesaid to the Company, with a view to their being replaced in each case by the issue of certificates of proprietorship of Rentcharge Stock, or, as the case may be, of Capital Stock A of corresponding amount, or of such other amount as may have been ascertained and agreed upon as most nearly representing the value in manner aforesaid, and such certificates shall be issued accordingly by the Company, and shall be as nearly as may be in the form and subject to the conditions prescribed by "The Companies Clauses Consolidation Act, 1845;" but the Company shall not be bound in any case to issue Rentcharge Stock or Capital Stock A in respect of any provisional certificate, unless, together with the provisional certificate, there be delivered or sent in to the Company the corresponding certificate or certificates of the stock, or the debenture or debentures, of the canal company to which the provisional certificate and original notice of election relate; and as soon as conveniently may be after receipt of such corresponding certificate or certificates of stock of the canal company (other than debenture stock, debenture, or debentures) the Company shall transmit the same to the canal company for cancellation, and such certificate or certificates when so transmitted shall be deemed to have been extinguished for all purposes. No exchange of stock of the canal company for Rentcharge Stock or Capital Stock A of the Company shall have any effect for reducing the purchase money to be paid by the Company within the meaning of Article 9 of the canal agreement, or of the next following section of this Act, until the certificates of the stock of the canal company so exchanged have been transmitted to and received by the canal company: Provided always, that it shall be lawful for the Company or the canal company to dispense (as regards them respectively) with the production of any certificate where the same shall have been proved to their satisfaction to have been lost, stolen, or destroyed, and to be wholly irrecoverable.

Purchase money under canal agreement to be

53. The purchase money to be paid in cash by the Company under the canal agreement shall be reduced as thereby provided by the nominal amount of Rentcharge Stock and Capital Stock A.

issued, or agreed to be issued, by the Company to holders of stock, other than debenture stock, of the canal company, and no distribution of purchase money shall be made by the canal company in respect of the amount of stock in the canal company to the holders of which such stock of the Company shall have been so issued or agreed to be issued, and the canal company shall be absolutely discharged from all liability in respect of that part of the stock in the canal company, and the same shall, as regards the canal company and the holder of such stock, be deemed to have been cancelled and extinguished.

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reduced by  
amount of  
stock issued,  
&c.

54. The Company from time to time, by agreement with the holder of any Rentcharge Stock, may issue to him, in substitution for the same, an equal nominal amount of Capital Stock A and Ordinary Capital B, or of either of those capital stocks, and the stocks so issued shall be deemed to be fully paid up, and thereupon the same Rentcharge Stock shall be extinguished, and the certificates thereof shall be delivered to the Company and be cancelled by them, and they shall issue gratis, in exchange for the same, certificates of the stock so issued in substitution therefor. The Capital Stock A and the Capital B shall be from time to time by this Act respectively increased by the amount of substituted capital stock so issued.

Exchange of  
Rentcharge  
Stock for  
ordinary  
capital stock.

55. Any Rentcharge Stock or Capital Stock A of the Company accepted under the foregoing provisions in exchange for stock, debenture stock, or debentures of the canal company, and any Capital Stock A or Ordinary Capital B accepted under the foregoing provisions in substitution for Rentcharge Stock shall be subject and liable to the same trusts, powers, provisions, declarations, agreements, charges, liens, and incumbrances as at the time of the exchange or substitution affected such stock, debenture stock, or debentures of the canal company, or (as the case may be) such Rentcharge Stock, and so as to give effect to and not revoke any testamentary disposition of or affecting such last-mentioned stock, debenture stock, debentures, or Rentcharge Stock.

Substituted  
stocks to be  
subject to  
same trusts,  
&c.

56. If at the time of the transfer in this Act mentioned the canal company are under any liability against which, by reason of the exception contained in the sixth article of the canal agreement they are not to be indemnified by the Company, and if the canal agreement is not rescinded by the canal company as in the said article mentioned, the following provisions shall have effect; (that is to say,)

Provision as  
to certain  
liabilities.

(1.) The total amount of such liability shall be apportioned rateably among the stockholders of the canal company, and the

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persons who have exchanged stock of the canal company, other than debenture stock, for Rentcharge Stock or Capital Stock A of the Company.

- (II.) The respective sums which are so apportioned against any stockholders of the canal company shall be deducted by the canal company from the purchase moneys payable to such stockholders respectively.
- (III.) The Company shall be liable to the canal company for the respective sums which are so apportioned against the persons who have exchanged stock of the canal company, other than debenture stock, for Rentcharge Stock or Capital Stock A of the Company, and the Company may deduct the same from any dividends from time to time payable by the Company to such persons respectively, or to their transferees or other persons to whom their interest in such Rentcharge Stock or Capital Stock A may have been transmitted, or may otherwise provide for the same in such manner as may have been agreed upon between the Company and such persons respectively before or at the time of the exchange.
- (IV.) If at the time limited by this Act for the dissolution of the canal company any proceedings are pending for ascertaining the fact or extent of any such liability of the canal company as in this section mentioned, the canal company shall not be dissolved until the expiration of six months from the final conclusion of such proceedings.

PART VI.—GENERAL PROVISIONS AS TO THE CAPITAL AND  
BORROWING POWERS OF THE COMPANY.

Shares not  
to issue until  
one fifth  
paid up.

**57.** The Company shall not issue any share in the Ordinary Capital B created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

**58.** One fifth of the amount of any such 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 any such share shall be the utmost aggregate amount of the calls made in any year upon any such share.

Receipt in  
case of  
persons not  
sui juris.

**59.** If any money, dividend, or interest is payable to a shareholder, or holder of Rentcharge Stock or other stock of the Company, being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.



**60.** 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 Ordinary Capital B 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 amount payable thereon), and the residue to the credit of the preferred half share.

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Power to divide shares.

**61.** 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 share, and the remainder, if any, in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on half shares.

**62.** 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 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.

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

**63.** 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 be delivered to them to be cancelled, unless it be shown to their

Half shares to be registered and certificates issued.

A.D. 1875. 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 in  
certificates.

**64.** 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.

**65.** 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 can-  
celled, &c.

**66.** 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.

**67.** 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  
issue Ord-  
inary Capital  
B as stock.

**68.** In lieu of issuing Ordinary Capital B as share capital, and converting the same into stock under the powers of this Act, the directors may issue the whole or any part of such capital as a general capital stock, to be divided amongst the subscribers thereto according to their respective interests therein, and the several provisions of the "Companies Clauses Consolidation Act, 1845," relating to consolidated stock, and the holders thereof, shall apply *mutatis mutandis* to all Ordinary Capital B and the holders thereof, or as nearly in accordance therewith as the circumstances will permit.

Eventual  
merging of  
Capital  
Stock A and  
Capital B.

**69.** On the completion of the purchase and transfer by this Act authorised, and as soon as the amount of Capital Stock A requisite to carry out the purposes of this Act has been ascertained and created, all distinction between Capital Stock A and Capital B shall cease and determine; and both Capital Stock A and Capital B, or so much thereof respectively as shall then have been issued,

shall merge in and constitute one and the same ordinary capital of A.D. 1875.  
the Company.

70. At any time after the transfer to the Company, under the provisions of this Act, of the undertaking of the canal company, the Company may borrow on mortgage any sums which, together with the nominal amount of the debenture stock and the debentures and mortgages of the canal company for the time being subsisting, and for which the Company by virtue of this Act are for the time being liable, shall not exceed three hundred and sixty thousand one hundred and eighty pounds (being one third of the amount of the purchase money provided for by the canal agreement). Immediate power of borrowing.

71. The Company may also, in respect of their Ordinary Capital B under this Act, from time to time borrow on mortgage, as herein-after mentioned, such sums as they think fit, not exceeding in the whole one third of the amount for the time being paid up in respect of that capital; (that is to say,) when one hundred and fifty thousand pounds in respect of the Capital B under this Act has been bonâ fide paid up and certified as herein-after mentioned, they may borrow on mortgage any sum of money not exceeding fifty thousand pounds, and a like additional sum of fifty thousand pounds when every further sum of one hundred and fifty thousand pounds has been bonâ fide paid up and certified as herein-after mentioned, and when the last one hundred and fifty thousand pounds in respect of the Capital B under this Act, or, as the case may be, the balance (if less than one hundred and fifty thousand pounds) of that capital, has been bonâ fide paid up and certified as herein-after mentioned, the Company may from time to time borrow on mortgage any sum of money, which, with the other moneys which they may have previously borrowed under this section, will not exceed one third of the whole amount of the said Capital B; but no such borrowing powers shall be exercised by the Company until they shall prove to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845" (before he so certifies,) that shares for raising the said Capital B, or some part thereof, have been bonâ fide paid up to the extent in money of one hundred and fifty thousand pounds in respect of every sum of fifty thousand pounds intended to be borrowed under the powers of this Act, or, as the case may be, that the whole of the said capital has been bonâ fide paid up in money; 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 Power to borrow in respect of Capital B.

A.D. 1875. aforesaid has been given, which certificate shall be sufficient evidence thereof.

Arrears may be enforced by appointment of receiver.

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

Power to create debenture stock.

**73.** 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 debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

Power to trustees to invest trust moneys in Rentcharge Stock or debentures or debenture stock of the Company.

**75.** In all cases in which, by the instrument creating the trust, trustees have a power to invest trust moneys in or upon the security of shares, stock, mortgage bonds, or debentures of the canal company, they may invest such trust moneys on the security of Rentcharge Stock, or of mortgages or debenture stock, created or granted or secured on the undertaking of the Company by or under this Act.

#### PART VII.—AS TO MEETINGS AND DIRECTORS OF THE COMPANY.

First and subsequent meetings.

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

Number of directors.

**77.** The number of the directors shall be ten, but the Company may from time to time reduce or increase the number of directors, but so that the number be never less than five nor more than twelve.

Qualification of directors.

**78.** The qualification of a director shall be the possession in his own right of Capital Stock A to the amount of not less than five

hundred pounds, or of fifty shares, or of stock to the amount of five hundred pounds in the Ordinary Capital B. A.D. 1875.

**79.** The quorum of a meeting of directors, if the number of directors for the time being be more than nine, shall be four, and if the number of directors for the time being be six, or less, the quorum shall be three. Quorum of directors.

**80.** James Fortescue Harrison, James Goodson, John Evans Freke Aylmer, Sir Charles Whetham, Charles Magnay, Alexander George Dickson, Arthur John Otway, the Honourable Robert Wellesley Grosvenor, Edward Frederick Devenish Walshe, and the Honourable James Terence Fitzmaurice 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 hereinbefore contained of 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. First directors.  
Election of directors.

PART VIII.—GENERAL PROVISIONS AS TO PURCHASE OF LANDS AND EXECUTION, &c. OF WORKS.

**81.** Subject to the provisions of this Act and of the canal agreement, the Company may enter upon, take, hold, and use, for the general purposes of their undertaking, all or any, or any part or parts, of the lands, houses, and hereditaments shown on the deposited plans and described in the deposited books of reference, or any interests, rights, or easements (not being easements of water) in, over, or affecting the same. Power of Company to take lands, &c. for general purposes of their undertaking.

**82.** 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 ten acres, and for this purpose the works (other than the railway) by this Act Lands for extraordinary purposes.

A.D. 1875. authorised, and each of them, and any part or parts thereof respectively, shall be deemed to be part of the railway.

Powers for compulsory purchases limited.

**83.** 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.

Power to deviate from line of works other than railway.

**84.** Save as herein-after expressly provided, the Company in constructing the works, other than the railway by this Act authorised, may deviate from the line of the works laid down on the deposited plans to any extent within but to no greater extent than the limits delineated in that behalf in the case of such work upon the said plans, and the Company may deviate vertically from the levels of the works to any extent not exceeding five feet either upwards or downwards.

Power to deviate from levels.

**85.** It shall be lawful for the Company in the construction of the railway to deviate beyond the limits of deviation prescribed by "The Railways Clauses Consolidation Act, 1845," from the levels as marked on the deposited sections to such an extent as may be found necessary for accommodating the respective work to the sewerage, drainage, or roads of the district, but not so as to affect the level or inclination of the surface of any existing street or public road further or otherwise than the Company are authorised to do or are restricted from doing under any other of the provisions of this Act.

Power to stop up certain streets.

**86.** Subject to the provisions of this Act and of the canal agreement, 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, when and so far as they shall have acquired the land on either side of the respective road, street, highway, or place, stop up and discontinue as public highways or places the roads, streets, highways, and places herein-after mentioned, or some or one of them, or some part or parts thereof respectively; (that is to say,) Island Row, Rose Lane, Mill Place, Maize Row, Risbie's Ropewalk, Linton's Place, Shoulder-of-Mutton Alley, Globe Alley, Nightingale Lane, Oak Lane, Northey Street, Willow Row, Trigg's Place, the Cottages, Garrick's Buildings, Thomas Cottages, Chevers Court, Copo's Buildings, Princess' Place, Gate's Court, Jenkin's Court, Garden Cottages, Ropemakers' Fields, Duke Shore Alley, White's Rents, Duke Shore Stairs or Landing-place, Cinnamon Alley, Dalgleish Street, Waterloo Street, Dalgleish Place, Salmon's Place, Gloucester Place, Tomlin's Terrace, road leading from Tomlin's Terrace to north end of Frederick Street, Eastfield Street, North Street, Georgiana Place, Woodison Street, Silas Street, Longfellow Road, and Ashcroft Road, and may, subject to the

provisions of this Act, appropriate and use for the purposes of the work so much of the sites thereof respectively as may be required for any such purposes; and the sites and soil of so much of those roads, streets, and ways are by this Act vested in the Company freed and discharged from all public and private rights over or affecting the same: Provided that Dalglish Street, if interfered with, shall be wholly and not partially stopped up.

A.D. 1875.

87. Save as herein-after expressly provided, it shall not be lawful for the Company to commence any of the works by this Act authorised over, under, through, affecting, or disturbing any of the public streets or places in the district of the Limehouse Board of Works (herein-after called the said district board) until they shall have given twenty-one clear days notice in writing to the surveyor for the time being of the said district board of their intention to commence the same, and the said works shall at all times be carried on and conducted, so far as they affect any public street or place, to the reasonable satisfaction of the said surveyor, and so as to afford a free and uninterrupted passage for foot passengers through and over the several public streets and places, and in such manner as to cause as little obstruction as possible to the traffic of such streets and places.

Notice to be given before work commenced.

88. Except as herein-after provided, the Company shall not break up or disturb any street or place under the control or direction of the said district board, or the pavement thereof, 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 surveyor of the said board, or left for him at his office; and when the Company break up or disturb any such street, place, or pavement, other than the Commercial Road, they shall, so soon as the works affecting it are completed, and at the furthest within nine months after the day on which the works were begun, restore the street, place, or pavement to as good a condition as it was in when broken up or disturbed, and shall keep the same in repair for six months thereafter; and if the Company shall fail to restore any such street, place, or pavement within the prescribed nine months they shall forfeit to the said Limehouse District Board five pounds for every such offence, and an additional five pounds for every day after the expiration of that period, and the said district board may restore the street, place, or pavement in such manner as may, in the judgment of their surveyor, be considered reasonably necessary at the expense of the Company, who shall repay the same to the said district board.

Company to restore streets.

A.D. 1875.

Company  
to enclose  
ground.

**89.** For the purpose of preventing accidents, nuisances, and annoyances in the said Limehouse district the Company shall from time to time enclose all ground abutting on streets and public places which may be thrown open in the course or by reason of the construction of the several works by this Act authorised, or which may belong to the Company, in a line with the roads, streets, and places in the said district, with good strong close hoarding or brick walls, at the option of the Company, at least seven feet high, and shall keep the same thereafter so enclosed and such hoarding or walls in good and substantial repair to the reasonable satisfaction of the surveyor for the time being of the said district board, under the penalty of five pounds for every day that such hoarding or walls shall not be put up and maintained in such repair as aforesaid.

Company not  
to obstruct  
roads, and to  
guard and  
protect the  
works.

**90.** The Company shall not permit or suffer any materials, rubbish, or other like matter to be laid, shot, or placed by any of their contractors, agents, or workmen upon any of the streets or public ways, courts, or alleys not to be stopped up under this Act within or under the control of the said district board, except so far as may be necessary for any of the works to be done under this Act, and so as not to obstruct the passing of carriages or to interfere with the footway on one side of any street or public way, court, or alley, whilst the footway on the other side thereof is obstructed by the Company as aforesaid, and the Company shall forfeit to the said district board the sum of five pounds for every day that any materials, rubbish, or other such matter shall be laid, shot, or placed as aforesaid, or any obstruction or any interfering shall take place; and for the purpose of preventing accidents during the progress of the works to be done under this Act the Company shall well and sufficiently guard and protect such works with lights, fences, and watchmen, and otherwise, and they shall forfeit to the said district board the sum of five pounds for every day that such works shall not be lighted, guarded, and protected as aforesaid.

Describing  
the construc-  
tion of  
bridges in  
the Lime-  
house dis-  
trict.

**91.** The bridges to be constructed by the Company over the railway and new cut and canal by this Act respectively authorised, where they will intersect any of the public roads, streets, or places in the Limehouse district, and all walls and other works belonging thereto, shall be built of stone, brick, or iron to the reasonable satisfaction of the surveyor for the time being of the said district board, and the parapet walls of each such bridge shall be coped with stone or other approved materials to such reasonable satisfaction, and shall be of not less height than six feet above the surface of the footpaths, and the clear width between such parapets shall



not be less than the present width of the road and footpaths, at a point where the railway and new cut respectively will cross the roads, streets, and places; and the Company shall, for the purpose of impeding the upward passage of steam, if required by the said district board, cover over the lines of rails on each side of the parapet walls of every such bridge for a distance of twenty feet; and the Company shall to the like satisfaction of the said surveyor for ever thereafter maintain the said bridges, and the parapet walls, screens, and other works connected therewith respectively, and the Company shall not affix or authorise the affixing of any placards, bills, or advertisements to or upon the face of any walls or other parts of any bridge carrying any street or road in the said district over the railway respectively, or upon any buildings fronting any such street or road; and the said district board or their authorised officers may prohibit and prevent the affixing of any such placard, bill, or advertisement, and if affixed may remove the same, but in so doing they shall not injure the works of the railway, and the Company shall, twenty-one days before commencing any of the works under such roads, streets, or places, submit plans and sections and descriptions of the intended works to the surveyor of the said district board for his approval: Provided nevertheless, that if the surveyor to the said district board shall not approve the said plans and sections within twenty-one days after the submission thereof to him, the same shall be referred to the engineer of the Metropolitan Board of Works.

A.D. 1875.

**92.** Except as in this Act otherwise expressly provided, in all public roads, streets, and other places in the Limehouse district the walls and parapets of the bridges to be constructed by the Company as aforesaid shall line with the existing frontages of houses adjoining such bridges respectively.

Parapets of bridges to line with existing frontages.

**93.** In connexion with the widening of the canal at Salmon's Lane by this Act authorised, the Company shall at their expense in all things construct the new bridge in Salmon's Lane over the canal of a width of thirty feet, and they shall properly form and pave the carriageway and footways across such bridge, and the Company shall submit plans of such new bridge, roadway, and footways to the surveyor of the said district board for his reasonable approval, and shall make and construct the same to his reasonable satisfaction, and shall make such alterations in the carriage and foot ways of Salmon's Lane, and the paving of the same, adjoining the said new bridge, as may be reasonably required by the surveyor of the said district board to suit the increased width of the road across the said new bridge: Provided nevertheless, that if the surveyor of

New bridge in Salmon's Lane to be thirty feet wide.

A.D. 1875. the said district board shall not within one month after the submission to him of the plans herein-before referred to have approved of the same, such plans shall be referred to the engineer of the Metropolitan Board of Works.

As to stoppage of Salmon's Lane and Parnham Street.

**94.** It shall not be lawful for the Company during the construction of the railway and the widening of the canal (K.) (a.) by this Act authorised to stop up or interfere with either of the streets known as Salmon's Lane and Parnham Street, unless and until the Company shall, subject to the reasonable satisfaction of the surveyor of the said district board, have made and provided one temporary road in lieu of the said streets to be so stopped up or interfered with, of the width of not less than sixteen feet, with a proper footway for foot passengers of ten feet wide on one side thereof, and such temporary road shall be made, fenced, paved, lighted, watched, and kept in repair to the reasonable satisfaction of the surveyor of the said district board, by or at the expense of the Company, until the said streets shall be restored and opened for traffic to the reasonable satisfaction of the surveyor of the said district board; and if the Company shall neglect to provide the said temporary road as aforesaid, they shall in each case forfeit and pay to the said district board five pounds, and an additional five pounds for every day that such temporary road shall not be provided.

Company not to take any part of the Rhodeswell Road.

**95.** If in the construction of the railway the Company shall permanently take or encroach upon any part of the public street or road called Rhodeswell Road beyond the existing line of buildings on the western side of that road, the Company shall acquire the necessary land for and shall make the road at that point of the same width as the road now is, and the Company shall at their expense pave, drain, and light such portion of the road to the reasonable satisfaction of the surveyor of the district board before otherwise interfering with the Rhodeswell Road.

New street to be made before stopping up Northey Street.

**96.** Before stopping or breaking up any part of Northey Street and the street No. 7 in the parish of Saint Anne (Limehouse) on the deposited plans in continuation thereof westwards to Narrow Street, the Company shall, to the reasonable satisfaction of the surveyor to the said district board, construct and maintain a temporary bridge across and over any works which shall interfere with such streets, and maintain a free line for traffic across such works of not less than twenty-two feet wide, and shall construct, drain, pave, light, and open for public traffic the new street from Fore Street to Ropemakers Fields, and the new street in continuation thereof to Oak Lane, and before Northey Street is closed they

shall complete the alteration and widening of Fore Street; and the Company shall not after such new street and Fore Street respectively are opened for traffic in any way interfere with either of them without the previous consent in writing of the surveyor of the said district board. A.D. 1875.

97. Before handing over the same to the said district board the Company shall, at their own expense, construct the draining and paving works of the roadways and footways of the new street from Fore Street to Ropemakers Fields, and the new street in continuation thereof to Oak Lane, and the draining and paving works of the roadway and footways of Fore Street as altered and widened by them; and the Company shall also at their expense provide all temporary pavements which may be required in any of those streets respectively, and they shall also at the like expense provide and put up such additional lamp posts and lamps as the said district board or their surveyor may reasonably deem necessary. Company to pay the expense of paving and lighting new road and widening street.

98. In executing the works by this Act authorised under or affecting the Commercial Road one half in width only of that road shall be interfered with at one time, and during the execution of such works two footways of the present width shall be provided and maintained by the Company to the reasonable satisfaction of the surveyor of the said district board, and the whole of the works affecting such road shall be prosecuted with the utmost possible despatch and shall be completed, and the carriageways and footways of such road shall be reinstated by the Company at most within one year from the commencement thereof, but if the same can reasonably be completed in less time, they shall be; and if the works from any cause whatever be not completed and the Commercial Road reinstated for public traffic of all kinds, to the reasonable satisfaction of the said surveyor, within that period, the Company shall forfeit and pay to the said district board the sum of ten pounds for every day beyond such period the works shall remain incompletd and the road shall not be reinstated as aforesaid, such sum to be recovered as liquidated damages in any court of competent jurisdiction. Providing for mode of executing works in Commercial Road.

99. After the construction of the bridge over the railway where it will intersect the Commercial Road, and the reinstating of such road as aforesaid, the Company shall, to the reasonable satisfaction of the said surveyor of the said district board, at all times thereafter keep the said bridge, and all parapets, approaches, walls, and other works belonging thereto, in good and complete repair, to the like satisfaction; and in case the same, or any of them, shall at any The bridge, &c. to be maintained.

A.D. 1875. — time be out of repair, or if in the execution of any of the works by this Act authorised the Company shall do or cause to be done any injury or damage to the road or footpaths, or any sewer or drain under the same respectively, and shall not, on receiving notice from the said surveyor, immediately repair or make good the same, to the reasonable satisfaction of the said surveyor, the said district board may execute such works, and the Company shall pay the costs and expenses of the same to the said district board on demand.

Land between parapet wall and footways in Commercial Road not to be built on.

**100.** In constructing the bridge carrying the Commercial Road over the railway, the Company shall not erect the parapet walls of such bridge on each side of such road nearer than forty-one feet from the centre of such road, and the Company shall give up to and vest in the district board for public use the land lying between the parapets of the said bridge and the present footways of the said road, and the Company shall construct the said parapets and the returns to the fronts of the adjoining buildings on each side of the parapets respectively of ornamental stone, bricks, or other approved materials, to the reasonable satisfaction of the surveyor of the said district board.

Fore Street to be thirty feet wide between certain points.

**101.** The Company shall carry out the alteration of the line and width of Fore Street (F) by this Act authorised in such a manner as to make that street from the eastern boundary of the property numbered on the deposited plans 15 in the parish of St. Anne, Limehouse, to the western boundary of the property numbered on the deposited plans 79 in the same parish, of the clear width of thirty feet between those points.

Line and levels of Fore Street and New Street, &c. not to be deviated without consent.

**102.** In constructing the new street from Fore Street to Ropemakers Fields, and in altering the widths and levels of Fore Street, the Company shall not, except with the consent of the said district board, deviate laterally nor more than two feet vertically from the lines and levels of those streets respectively as shown upon the deposited plans and sections, but the gradient of Fore Street to the westward of the cut D and the gradient of the new street shall not be steeper than one in forty, and the gradient of Fore Street eastward of the cut D shall not be steeper than one in thirty, and the approach to the new streets respectively on each side thereof from Ropemakers Fields, Northey Street, and Oak Lane respectively shall be made by the Company with a gradient of not less than one foot in thirty.

Company to continue new street from

**103.** The Company shall, at their expense in all things, provide and make a new street of the clear width throughout of thirty feet

from the north end of the intended new street from Fore Street to Ropemakers Fields and to Oak Lane, parallel with and immediately adjoining to the wall enclosing on the easterly side of the New Cut (D) by this Act authorised in direct continuation of the said new street (G) by this Act authorised, and the Company shall, before commencing the construction of the same, submit a plan and section thereof to the surveyor of the said district board for his reasonable approval in writing before the Company commence the construction of the said street, and the Company shall pave, drain, and provide and put up proper lamps, with the necessary fittings for lighting the same, under the direction and to the reasonable satisfaction of, and of such description as the surveyor of the said district board shall require: Provided nevertheless, that if the said surveyor shall not approve such plan and section within one month after submission of the same to him, the same shall be referred to the engineer of the Metropolitan Board of Works.

A.D. 1875.  
Ropemakers  
Fields to  
Oak Lane.

**104.** The Company shall not, in executing any of the works by this Act authorised affecting any street or road in the district of the said district board except Fore Street, raise the level of the roads more than is shown on the deposited plans and sections, or lower such roads below the existing level thereof, and they shall not make the gradients of such streets and roads steeper than as follows; (that is to say,)

As to  
gradients  
of streets.

In Commercial Road - - - One in eighty.

In other streets or roads except Fore Street  
and the approaches mentioned in the last  
but one preceding section, No. 102 - One in forty.

**105.** Whereas the said district board have recently expended large sums in improving the communications for purposes of traffic between Three Colt Street through Northey Street to Narrow Street, and in widening a portion of Narrow Street, and by reason of the execution of the works or some of the works by this Act authorised the improvements (one moiety of which is represented by the sum of four thousand seven hundred and seventy-five pounds for land) will be rendered wholly useless; therefore the Company, on the stopping up of any portion of Northey Street and the street in continuation thereof in a westerly direction to Narrow Street, shall, on demand, pay to the said district board so much of the said sum of four thousand seven hundred and seventy-five pounds as may remain payable by them in respect thereof at such period, together with the sum of two thousand one hundred and seventy-two pounds, being the amount expended upon improving such

The Com-  
pany to repay  
the district  
board and  
Metropolitan  
Board of  
Works por-  
tions of the  
expense of  
certain im-  
provements  
in Northey  
Street.

A.D. 1875. communication, and of the costs and expenses paid by the said district board in connexion with the purchase of such land for such improvements, and the same shall be recoverable by action in any of the Superior Courts of Common Law at Westminster as and for liquidated damages : Provided, that so much of the said sum of four thousand seven hundred and seventy-five pounds as may be payable under this section to the said district board shall, on receipt thereof by them, be paid over to the Metropolitan Board of Works in reduction of the loan made by them to the said district board in respect of such improvements ; and the Company, on the stopping up of any portion of Northey Street and the street in continuation thereof as aforesaid, shall, on demand, pay to the Metropolitan Board of Works in respect of their contribution to the said improvements a sum equal to the amount of four thousand seven hundred and seventy-five pounds, after deducting the instalments of the same paid off by the said Metropolitan Board of Works after the passing of this Act, and the sum so payable as last aforesaid to the Metropolitan Board of Works shall be recoverable by action in any of the superior courts of common law at Westminster as for liquidated damages.

Company to  
make good  
damage to  
streets and  
paving sub-  
sequent to  
the execu-  
tion of  
works.

**106.** After the new streets and altered street respectively by this Act authorised have been formed and completed, and after the reinstatement of any street in any way interfered with under the authority of this Act, the same and all works and things connected therewith shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said district board as they now are or hereafter may be. Should, however, at any time within eighteen months subsequent to the formation of the new streets and alteration and interference with other streets as aforesaid, any damage accrue to the said streets and paving by reason of the works, acts, or defaults of the Company, or resulting therefrom, the said streets, paving, and other works and things connected therewith shall, with all speed, be repaired and reinstated by and at the expense of the Company under the direction and superintendence and to the satisfaction of the surveyor of the said district board, and should the Company for fourteen days after the service upon the Company by the said district board of a notice under the hand of their clerk or surveyor to execute the necessary work for the repair and reinstatement of such streets, paving, works, and things connected therewith neglect to do so, it shall be lawful for the said district board to execute all such necessary works and things at the cost and charges of the Company, which costs and charges shall be payable by the Company to the said district board on demand.

**107.** The Company shall on demand purchase from and pay to the said district board the value of the paving stones of roads and footways, and other materials, works, matters, lamp posts, and things in the streets, public ways, courts, or alleys, or any part thereof respectively, in the district of the said district board, the property of or vested in that board, permanently stopped up by the Company under the authority of this Act, the value to be determined by the respective surveyors of the Company and the said district board, and in case of their differing the value shall be a matter in dispute, and be settled by arbitration according to the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

A.D. 1875.  
—  
Company to pay for stone, &c. in streets stopped up.

**108.** Should, at any time within twelve months subsequent to the execution of the said works or any of them by this Act authorised, any damage accrue to any sewers, gullies, drains, and works under the control of the said district board by reason of the works, acts, or defaults of the Company, or resulting therefrom, the same shall with all speed be repaired and reinstated by and at the cost of the Company under the direction and superintendence and to the reasonable satisfaction of the surveyor of the said district board, and should the Company delay the execution of the necessary works for reinstatement of the sewers, gullies, drains, and works, it shall be lawful for the said district board, on giving fourteen days notice of their intention so to do, to execute such necessary works at the costs and charges of the Company in all things, and the Company shall on demand pay to the said district board the costs and charges so incurred.

Company to make good damage to sewers and works subsequent to the execution of works.

**109.** The Company shall pay to the surveyor of the said district board all reasonable costs, charges, and expenses which may be incurred by reason of the Company's works, or the preparation and examination of plans or designs, superintendence, or otherwise, and the same may be recovered by action in any court of competent jurisdiction as and for liquidated damages.

Company to pay district boards costs which they may incur.

**110.** Except as herein provided any difference which may arise under the provisions in this Act contained between the Company and the surveyor of the said district board shall be from time to time referred to and determined, at the expense of the Company, 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 Board of Trade, the costs of and relating to such reference to be in the discretion of such engineer.

As to settlement of differences with district board.

A.D. 1875.  
Recovery of  
penalties, &c.

**111.** Every penalty or forfeiture imposed or other sum of money made payable by the Company to the said district board under this Act may be recovered by the said district board in any court of competent jurisdiction.

General  
saving of  
rights of  
district  
board.

**112.** Excepting only as by this Act is expressly provided, this Act shall not take away, alter, lessen, prejudice, or affect any of the rights, powers, or authorities vested in the said district board, but all such rights, powers, and authorities shall be as valid and effectual to all intents and purposes as if this Act had not been passed.

As to con-  
struction of  
bridges  
affecting  
public roads.

**113.** In the construction of the railway and works the following rules shall be observed :

(1.) All bridges across any public carriage road or public street shall be water-tight, and so constructed as to, so far as is practicable, deaden the sound of engines, carriages, and traffic passing over them :

(2.) The Company shall not commence the erection of any such bridge until they shall have given to the Metropolitan Board of Works (herein-after referred to as "the said Board") twenty-one 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 bridges, and until the said Board shall have signified their approval or disapproval of the same, unless the Board fail to signify such approval or disapproval, or to give 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 :

(3.) The Company shall comply with and conform to all directions and regulations of the said Board in the execution and subsequent maintenance of the said bridges and works connected therewith, and shall save harmless the said Board against all and every expense to be occasioned thereby, and all such works shall, subject to the provisions of this Act, be done by or under the direction, superintendence, or control of the engineer or other officer or officers of the said Board at the costs, charges, and expenses in all respects of the Company, and all 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 works, preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to the said Board by the Company on demand.



114. With respect to the Hamlet of Mile End Old Town the following provisions shall apply : A.D. 1875.

(1.) In the event of the Company requiring for the purposes of the works or any part thereof (subject to the restrictions in this Act contained) to open or in any manner to interfere with the surface of any street or road, or of any footpath in the said hamlet, then and in that case, unless and until the Company shall to the satisfaction of the surveyor to the vestry of the said hamlet, have provided a temporary bridge or roadway equal in width to one half of the street or road (including footways) so opened or interfered with, or except with the consent in writing of the said surveyor, only one half of the surface of such road and only one footpath shall be first opened or interfered with, leaving the other half of the said street or road and one footpath for the passage of the public until such time as it shall have been certified in writing by the said surveyor that the half of the said street or road and the footpath first opened or interfered with has been restored to a good and proper state for the safety and convenience of the public, and then and not before it shall be lawful for the Company temporarily to shut up the other half of the said street or road and the other footpath :

For protection of the hamlet of Mile End Old Town.

(2.) Before the Company shall break up or open the soil of any street, or pavement of any street, or any part thereof, they shall give to the vestry or to the clerk or surveyor to the vestry for the time being notice in writing of their intention to open or break up the same not less than fourteen clear days before beginning such work, except in cases of emergency, and then in such case (as soon as possible) after beginning of the same work, or the necessity for the same shall have arisen, and the Company shall attend to the reasonable directions of the vestry or their surveyor with a view to secure the free passage of traffic in the said street, and to prevent any needless injury or inconvenience to or in the street, or the inhabitants, householders, or shopkeepers residing or carrying on business therein ; and if any difference shall arise between the Company and the vestry or their surveyor touching the direction so given, the matter in difference shall be referred to the decision of the engineer for the time being of the Metropolitan Board of Works : Provided always, that if the vestry or their officer fail to attend at the time fixed for the opening of such street after having had the notice of the intention of the Company as aforesaid, or shall refuse or neglect to superintend the opera-

A.D. 1875.

tion, the Company may perform the work specified in such notice without the superintendence of the vestry or their surveyor :

- (3.) When the Company shall open or break up the soil or pavement of any street or any part thereof, whether for the purpose of constructing or maintaining the railway or any other works hereby authorised, or for any other purpose whatever, they shall with all convenient speed complete the work for which they have broken up the same, and shall fill in the ground and reinstate and make good the soil or pavement so opened or broken up by them, and carry away the rubbish occasioned thereby, and shall at all times whilst such soil or pavement shall be so opened or broken up by them cause the same to be fenced and guarded, and shall cause lights sufficient for the warning of passengers to be kept there every night during which such soil or pavement shall continue to be open or broken up, and the whole of the works shall be executed under the direction and to the satisfaction of the vestry or their recognised officers :
- (4.) If the Company open or break up any street without giving such notice as aforesaid, or shall refuse or neglect to obey such reasonable direction as aforesaid, or shall make any unnecessary delay in completing any such work, or in filling in the ground, or in reinstating and making good the soil or pavement so opened or broken up by them, or in carrying away the rubbish occasioned thereby, or if they neglect to cause the place where such soil or pavement has been broken up by them to be fenced, guarded, and lighted, they shall forfeit to the vestry the sum of twenty pounds for every such offence, and an additional sum of ten pounds per day for every day during which any such default as aforesaid shall continue after they shall have received notice thereof :
- (5.) If any delay or omission as aforesaid shall take place, 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 by action-at-law: Provided always, that any such street shall not be considered to have been reinstated in a proper and substantial manner unless the same shall have been reinstated with the same or similar materials of the like quality and thickness, and cemented and bound together in the same or an equally substantial manner as those of which it was composed, in such manner as shall be satisfactory to the vestry or their surveyor :

(6.) After such streets have been reinstated as aforesaid the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the vestry as they now are or hereafter may be. Should, however, at any time subsequent to the execution of the works of the Company any damage accrue to the said streets by reason of the works of the Company, the said streets shall with all speed be repaired and reinstated by and at the expense of the Company under the direction and superintendence and to the entire satisfaction of the vestry or their surveyor, and should the Company for seven days after the service upon the Company by the vestry of a notice under the hand of their clerk or surveyor to execute the necessary work for the repair and reinstatement of streets, neglect so to do, it shall be lawful for the vestry to execute all such necessary works at the costs and charges of the Company, which costs and charges shall be payable by the Company to the vestry on demand : A.D. 1875.

(7.) In addition to the provisions contained in section 117 of this Act for protection of sewers and other drainage works, the following provision shall apply so far as relates to the sewers or other drainage works in the hamlet of Mile End Old Town :

Should at any time subsequent to the execution of the said works by the Company any damage accrue to the said sewers or works by reason of the works of the Company, the said sewers and works shall with all speed be repaired and reinstated by and at the cost of the Company under the direction and superintendence and to the entire satisfaction of the vestry, and should the Company delay the execution of the necessary works for reinstatement of the sewers, it shall be lawful for the vestry, on giving three days notice of their intention so to do, to execute such necessary works at the costs and charges of the Company in all things, and the Company shall on demand pay to the vestry the costs and charges so incurred :

(8.) If by reason of the Company for the purposes of the railway giving notice to the owners or occupiers of any lands, houses, hereditaments, and premises in the hamlet of Mile End Old Town, the same become unoccupied or untenanted, or if the Company take down any such houses, hereditaments, or premises for the like purposes up to the period when the railway shall be assessed to the rates of the said hamlet, the Company shall stand assessed to the said rate, and be rated for and pay

A.D. 1875.

the rate of the premises respectively in the same sum and sums of money as the same were assessed and rated previously to the passing of this Act; and in case any of the lands or premises now used for the purposes of the canal shall at any time hereafter be taken or used for the purposes of the railway, the said land and premises shall cease to be assessed and rated as land used for the purpose of the canal, and shall be assessed and rated as railways usually are, and the Company shall pay or make good (as the case may be) to the rate of the said hamlet out of the moneys of the said Company all such rates as aforesaid, and in default of payment thereof the same shall be levied and recovered from the Company or their treasurer or secretary in the same way or manner as the same could or might have been recovered from the owners or occupiers of the same premises in case this Act had not been passed :

(9.) The Company shall not permanently stop up the bridge in this Act and in the deposited plans and sections called "Ben Jonson's Bridge," but the Company may, for the purposes of this Act, and subject to the provisions herein contained, temporarily stop up the same :

(10.) The Company shall not in the execution of the works by this Act authorised cause to be stopped up or rendered impassable to traffic at one time more than one of the said bridges in this Act called "Ben Jonson's Bridge," "Stepney Footpath Bridge," and "Mile End Bridge," but shall provide that two of such bridges shall always be open for the ordinary traffic over the same :

(11.) In constructing the bridges which are to be built in the places of those mentioned in the last preceding section, the following provisions in addition to or in lieu of (if the same are repugnant thereto) the provisions and requirements contained in the deposited plans and sections shall be regarded and provided for :

(a.) The gradients of the roadway and footpaths over the said bridges, and of the roadways and footpaths of the approaches to the said bridges, shall be as follows :

(1.) The levels on the Mile End Road Bridge and approaches thereto shall be the same as at present, except with the consent of the vestry :

(2.) The gradients on the bridge called "Stepney Footpath Bridge" and of the approaches thereto on the eastern side measured from the crown of the bridge shall not be steeper than one in twenty, and

on the western side thereof the same shall be uniform, commencing at a point in Bridge Street West in a line with the centre of Emmott Street, and terminating at the crown of the bridge :

- (3.) The gradients on the bridge called " Ben Jonson's Bridge " shall be as shown in the deposited plans and sections :
- (4.) The gradients of the approaches to such last-mentioned bridge on the eastern side shall not be more than one in twenty-five to a distance of thirty yards from the easternmost abutments of the said bridge nor more than one in thirty-five beyond that distance, until the level of the present road is reached, and on the western side the gradients shall be uniform, commencing at a point in Rhodeswell Road in a line with the fronts of the houses on the western side of Carr Street, and terminating at the westernmost abutments of the bridge :
- (b.) The gradients of the roadways and footpaths for raised approaches in Canal Road northward and southward of Bridge Street, and for the raised approaches in Emmott Street, shall not be steeper than one in forty :
- (c.) The said bridges shall be built with bricks, stone, or iron, to the reasonable satisfaction of the surveyor to the vestry :
- (d.) The parapets of the said bridges shall be of the height of four feet six inches at the least above the level of the adjoining footpaths, and shall be coped with stone or some other material to the like satisfaction :
- (e.) The Mile End Road Bridge shall have a width between the parapet walls as great as that of the present bridge :
- (f.) The " Ben Jonson's Bridge " and " Stepney footpath Bridge " shall have a width between the parapet walls of at least thirty feet :
- (g.) The Company shall pave the roadways of the said two last-mentioned bridges and of the approaches thereto for fifty feet on each side of such bridge respectively with granite paving, in such manner as the said vestry or their surveyor may direct, and curb and pave the footpaths of such bridges and of the approaches thereto for fifty feet on each side of such bridges with such materials and in such manner as the said vestry or their surveyor shall direct, the fifty feet in every case being measured from the

A.D. 1875.

abutments of the bridges next adjoining the parts to be paved :

- (12.) In constructing the bridge over Grove Road, the following provisions, in addition to and in lieu of (if the same are repugnant thereto) the provisions and requirements contained in the deposited plans and sections, shall be regarded and provided for :
- (a.) The said bridge shall be built with bricks, stone, or iron to the reasonable satisfaction of the surveyor to the vestry :
  - (b.) The clear width of the road under the bridge between the abutments thereof shall not be less in any part than forty feet :
  - (c.) The clear height of the arch or span from the surface of the said road shall not be less than fifteen feet for a space of not less than twenty-five feet, and for the remainder of such space shall not be less than ten feet :
  - (d.) If for the purposes of this Act the Company shall alter the level of the roadway of the Grove Road, they shall to the like extent alter the level of the footpaths of the same road if required by the said vestry, but the Company in making such alterations shall not make the gradients of the said roadway and footpaths steeper than at the time of the passing of this Act :
- (13.) In case the Company shall for seven days after being required by the vestry, by notice in writing under the hand of their clerk or surveyor, to construct and provide any such temporary bridge as aforesaid, or to sufficiently light any such bridge as aforesaid (as the case may be), fail to fulfil and carry out the requirements contained in such notice, it shall be lawful for the vestry to do the works required by such notice, and to charge the costs and expenses of so doing to the Company, and the Company, on demand, shall repay the amount of such costs and expenses to the vestry :
- (14.) The Company shall, within seven days after the completion of any work or removal of any obstruction which rendered necessary the construction of any such temporary bridge as aforesaid, cause such bridge to be removed, and in default of their so doing it shall be lawful for the vestry to remove the same, and to charge the costs and expenses of so doing to the Company, and the Company shall on demand repay to the vestry the amount of such costs and expenses :
- (15.) The Company shall not use, or permit or suffer to be used, the parapet walls of any of the bridges now or hereafter to be

built in the said hamlet for the purposes of a hoarding, or place, or suffer to be placed, thereon any placard, poster, handbill, or advertisement whatsoever: A.D. 1875.

(16.) The plans and sections of the said bridges and of all the works of the Company which will in any way affect any roadway, footpath, or sewer under the jurisdiction of the said vestry shall, not less than fourteen days before the commencement of such works, be submitted to the surveyor of the said vestry for approval, and such works, so far as they relate to the forming, making, or otherwise of any roadway or footpath, shall be under the superintendence of the said surveyor to the said vestry:

(17.) If any question shall arise between the said vestry or their surveyor and the Company as to the construction of any of the above-mentioned bridges or works connected therewith, or the materials to be used, such question shall be determined by the engineer for the time being of the Metropolitan Board of Works:

(18.) All costs, charges, and expenses to which the vestry may be put or incur 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:

(19.) Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, powers, privileges, or authorities vested in the said vestry, but all such rights, powers, privileges, and authorities shall remain as completely unimpaired and unaffected as if this Act had not been passed, anything herein contained to the contrary notwithstanding.

**115.** Nothing in this Act contained shall authorise the Company to stop up the road known as Grove Road. If for the purposes of this Act the Company shall alter the level of any part of the roadway of the Grove Road in the parish of Saint Matthew, Bethnal Green, they shall to the like extent alter the level of the footpaths of the same road if required by the vestry of the said parish, but the Company, in making such alteration, shall not make the gradients of the said roadway and footpaths steeper than at the time of the passing of this Act. Company not to stop up Grove Road.

**116.** In the event of any difference or dispute arising between the Company or their engineer and the said district board or their surveyor for the time being, or between the Company and their Astodisputes between Company and Limehouse

A.D. 1875.  
district  
board, and  
vestry of  
the hamlet  
of Mile End  
Old Town,  
and vestry of  
the parish  
of Saint  
Matthew,  
Bethnal  
Green.

For pro-  
tection of  
sewers of  
Metropolitan  
and other  
boards.

engineer and the vestry of the hamlet of Mile End Old Town or their surveyor, or between the Company and their engineer and the vestry of the parish of Saint Matthew, Bethnal Green, as to the construction and height of any bridges under or over any public carriage road or public street or as to the width and gradients of any such road or street, where no special provision relating thereto is made by this Act, such difference or dispute shall be referred to the absolute determination of the engineer for the time being of the Metropolitan Board of Works.

117. 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 of Works, or any vestry or district board constituted under "The Metropolis Local Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," 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 vestry, or either 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 work until they shall have given to the said Metropolitan Board or to the district board or vestry, as the case may be, twenty-one 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, 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-one days after service of the said plans, sections, and particulars as aforesaid, and the Company shall comply with and conform to all reasonable directions and regulations of the said Metropolitan Board and of the respective boards or vestries in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as such boards or vestries shall 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 said intended works or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively against all and every expense to be occasioned thereby, and all such works shall be done 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 and expenses in all respects of the Company, and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district boards, and vestry respectively, and be maintained by them, as the case may be, as any sewers or works now 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 Metropolitan Board, district boards, and 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.

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118. And whereas, in order to avoid injury to the houses and buildings within one hundred feet of the works by this Act authorised, it may be necessary to underpin or otherwise strengthen the same, therefore it shall be lawful for the Company, at their own costs and charges, to underpin or otherwise strengthen any such house or building: Provided that at least ten days notice shall, unless in case of emergency, be given to the owner, lessee, and occupier of the house or building intended to be underpinned or otherwise 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 or building 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 or building shall give within seven days after that notice counter notice in writing that he disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon, or in case of difference to 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 or building and determine the matter referred to him, and in the event of his deciding that such underpinning or strengthening is necessary, he may in his discretion prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building, and the cost of such referee shall be paid by the Company, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee:

Company  
empowered  
to underpin  
or otherwise  
strengthen  
houses near  
railway.

•A.D. 1875. — 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 Act: Provided also, that every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in "The Lands Clauses Consolidation Act, 1845."

For the  
protection  
of the East  
London  
Waterworks  
Company.

**119.** Whereas the works by this Act authorised are situate within the district supplied with water by the East London Waterworks Company, in this section called "the water company," and divers mains, pipes, services, and other works have been laid down and are maintained and 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 (A.), (B.), (C.), (D.), (E.), (F.), and (G.) by this Act authorised acquire and appropriate all the 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 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 lands 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 railway, 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 railway 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 railway 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 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: 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 railway or other property of the Company.
- (e.) In making the widening or variation or alteration (k.) of the line of the canal and the works connected therewith of the canal company by this Act authorised, 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

A.D. 1875.

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, and in this sub-section mentioned.

- (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 eighteen inches from the surface of the street, road, or highway in which respectively the same may be laid over the same, and all such mains, pipes, services, and works shall thereafter be the property of the water company.
- (H.) 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.
- (J.) 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.

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(K.) 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.

(L.) 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 arbitration in accordance with the provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

(M.) 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.

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

Restriction on works affecting Post Office telegraph system.

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

Power for Postmaster-General to annex conditions.

**122.** The engineer and other officers and servants and workmen of Her Majesty's Postmaster-General may, at and for all reasonable

Power of entry for Postmaster-General.

A.D. 1875. times, enter on and into and remain on the railway or any lands and works of the Company for the purpose of examining, repairing, altering, or removing any telegraph post, wire, apparatus, or work, the property of the Postmaster-General being thereon.

Compensation by Company to Postmaster-General, and penalty.

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

As to mains across new cut or canal.

**124.** In the construction of the new cut or canal (D.) by this Act authorised the Company shall, at their own expense, construct and maintain for the sole purposes of the Commercial Gas Company (herein-after called the "Commercial Company"), in such position as the engineer of the Commercial Company for the time being shall select and determine, either a culvert under the said new cut or canal for the entire breadth thereof or a main or pipe of the diameter herein-after mentioned alongside the intended bridge over at Fore Street as may be agreed upon between the Commercial Company and the Company, and in the event of such culvert being agreed upon as aforesaid, the Company shall lay therein and well and effectually connect a main or pipe of not less diameter than twelve inches for maintaining and continuing the gas supply, and such culvert shall be of not less than four feet six inches in width and four feet six inches in height, and of such form that the main or pipe therein may be at all times easily accessible for the purposes of inspection and repair, and the Company shall, at their own expense, lay therein and well and effectually connect the main or pipe for maintaining such supply as aforesaid. Any difference arising as to any of the matters contained in this provision, or the manner of carrying out the same, shall be settled by an engineer to be appointed by the Board of Trade at the expense in all things of the Company.

**125.** If in the execution of any of the works by this Act authorised it shall be found necessary to close or to interrupt or obstruct the free navigation or use of any part of the canal or of the towing-path thereof, the Company shall not close the canal nor obstruct or interfere with the free navigation or use thereof or of the towing-path for a longer period than seven days in the whole at any one time at intervals of not less than four months between the thirty-first day of March and the first day of October in any year, and the said canal shall not be closed nor the free navigation and use of any part thereof, or of the towing-path thereof, be interrupted or obstructed at any other period than as in this section provided, and in each case the Company shall give to the Commercial Gas Company not less than fourteen days previous notice in writing of their intention to close or to interrupt or obstruct the free navigation or use of such canal or towing-path. And if at any time by reason or in consequence of any works, operations, or proceedings of the Company any part of such canal or towing-path shall be closed or the free navigation or use thereof shall be interrupted or obstructed without such previous notice, or for a longer period than as is herein-before provided, then and in every such case the Company shall pay to the Commercial Gas Company as and by way of liquidated damages the sum of ten pounds for every hour during which such closing, interruption, or obstruction shall continue, and such liquidated damages with costs of suit may be sued for and recovered by the Commercial Gas Company in any court of competent jurisdiction: Provided always, that nothing herein contained shall prevent the Commercial Gas Company from recovering, in addition to the amounts of such liquidated damages, any special damage that may be sustained by them by reason or in consequence of any such closing, interruption, or obstruction, or of any other acts, neglects, or defaults of the Company.

**126.** The Company, in executing such of the works by this Act authorised as will be upon, in, under, over, along, or across the several streets and roads called the Commercial Road, Salmon's Lane, Rhodeswell Road, and Ben Jonson Road, or which works shall permanently affect or alter the same, or any of them respectively, shall execute such works respectively in such a manner as will enable and admit of the Commercial Company at any time hereafter conveniently laying and maintaining a main or pipe in, under, along, or across such streets and roads respectively (where, nevertheless, any such main or pipe shall require to cross the canal, the same shall be carried alongside the bridge there over) of at least double the capacity of any main or pipe of the Commercial

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

Company to execute certain works so as to admit of Commercial Gas Company laying larger mains.

A.D. 1875. Company in, under, along, or across such streets and roads respectively at the time of the execution of such works respectively. Any difference arising as to any of the matters contained in this provision or the manner of carrying out the same shall be settled by an engineer to be appointed by the Board of Trade at the expense in all things of the Company.

All works connected with the Commercial Gas Company to be executed to the satisfaction and under the direction of the engineer of that company.

**127.** And whereas the railway cut or canal, alteration of streets, new road, or street, and other works by this Act authorised, or some of them, will or may intersect or otherwise interfere with divers streets, roads, and places in the parishes along, in, under, or across which the mains, pipes, syphons, and other apparatus and works of the Commercial Company are laid, and it may be necessary for the purposes of this Act to alter or otherwise interfere with the said mains, pipes, syphons, apparatus, and other works, and it is expedient that provision should be made for preventing any interruption in the supply of gas by the Commercial Company by reason of such alteration or interference: Therefore all works, matters, or things which, under the provisions of this Act or of any Act incorporated herewith, the Company may be empowered or required to do or execute with reference to or affecting the mains, pipes, syphons, apparatus, or other works of the Commercial Company, shall be done and executed by and at the cost of the Company in such manner as shall be reasonably required by the principal engineer for the time being of the Commercial Company, and such works, matters, or other things shall not be commenced until after twenty-one days previous notice thereof in writing shall have been given to the Commercial Company by leaving such notice at their principal office for the time being nor until the Company shall have provided, to the reasonable satisfaction of the engineer for the time being of the Commercial Company, all such temporary works and conveniences as shall be necessary for the preservation and continuance of an uninterrupted supply of gas to the district supplied by the mains, pipes, apparatus, or other works proposed to be altered or interfered with: Provided always, that if the Commercial Company shall elect themselves to execute any portion of the said works, matters, and things which the Company may be empowered or required to do or execute with reference to or affecting the said mains, pipes, syphons, apparatus, or other works of the Commercial Company, and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office in London, the Commercial Company may themselves execute that portion of the said works, matters, and things, and the expense of and incident to the executing the same shall be repaid by the Company to the Com-



mercial Company on demand, and such expense may be recovered from the Company in any court of competent jurisdiction. Any difference arising between the Company and the Commercial Company respecting any of the matters referred to in the above provision shall be settled by arbitration pursuant to "The Lands Clauses Consolidation Act, 1845."

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**128.** If any interruption whatever in the supply of gas by the mains and pipes of the Commercial Company shall be in any way occasioned by the Company, or by any act or omission of them or of their contractors, agents, workmen, or servants, or of any person or persons in their employ, the Company shall forfeit and pay to the Commercial Company for their use and benefit the sum of ten pounds for every hour during which such interruption shall continue, such sum to be recovered by the Commercial Company in any court of competent jurisdiction.

Penalty for interrupting supply of gas by Commercial Gas Company.

**129.** Whereas there are divers mains, pipes, syphons, and other apparatus belonging to the Commercial 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 Commercial Company for supplying gas; therefore, when the Company for any purposes of this Act take any of those streets or other places, or any part thereof, in which any of those mains, pipes, syphons, or other apparatus then are, they shall pay to the Commercial Company the value thereof, and the same shall thereupon become the property of the Company, and shall pay to them also 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 render useless or require to be altered: Provided that the value of the mains, pipes, syphons, and other apparatus so taken shall be the cost thereof to the Commercial Company, and their expenses in and about the laying of the same in their then position. Any difference arising between the Company and the Commercial Gas Company touching any of the matters contained in this provision shall be settled by arbitration under "The Lands Clauses Consolidation Act, 1845," but at the expense of the Company in all things.

Compensation to Commercial Gas Company for pipes, &c.

**130.** If the Company, for any of the purposes of this Act, remove and destroy any house, building, or erection now supplied with gas by the Commercial Company, and they sustain any loss by reason of their inability to collect and recover the then current quarter or half-year's gas rate or charge accruing to them in respect

Compensation to Commercial Gas Company for gas rates.

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of the house, building, or erection, the Company shall pay to the Commercial Company the amount of such gas rate or charge in respect of every such house, building, or erection supplied with gas by them, and so taken, removed, or destroyed. Any difference arising between the Company and the Commercial Company touching any of the matters contained in the above provision shall be settled by arbitration under "The Lands Clauses Consolidation Act, 1845."

Company to pay to Commercial Gas Company value of gas lost.

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

Company to pay all damages sustained by Commercial Gas Company.

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

Penalty for interrupting the supply of gas.

**133.** If any interruption whatsoever in the supply of gas by any gas 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 such gas company, for the use and benefit of such gas company, the sum of ten pounds for every hour during which such interruption shall continue, such sum to be recovered by such gas company in any court of competent jurisdiction.

**134.** It shall be lawful for any gas company and their engineers, workmen, and others in their respective employment, at all times when it may be necessary, to enter upon the railway, lands, and premises of the Company, at any point or place where there are existing mains or pipes of such company, and to do all such works in and upon such railway, lands, and premises as may be necessary for repairing, maintaining, or removing, or replacing such mains or pipes under or over the same railway, lands, and premises: Provided always, that in so doing such gas company, or their engineers or workmen or others in the employment of such company, shall not interfere with or interrupt the traffic passing on the railway or any of the works by this Act authorised; and provided also, that such gas company shall make good and reimburse to the Company all damages to the railway or works by this Act authorised occasioned by the exercise of the powers by this section reserved.

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 —  
 Gas Com-  
 pany em-  
 powered to  
 lay and  
 repair pipes  
 on lands of  
 Company.

**135.** 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 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 such gas company respectively in any court of competent jurisdiction.

Repairs of  
 gas pipes,  
 &c. to be  
 borne by  
 Company in  
 certain cases.

**136.** Notwithstanding anything in this Act contained, it shall not be lawful for the Company, or any person acting under or in execution of this Act, to take, enter upon, occupy, use, or interfere with, either permanently or temporarily, or to acquire any right, title, or interest to or in any of the works, lands, or property of the North Metropolitan Tramways Company (herein-after called the tramways company), which are distinguished on the deposited plans and described in the deposited books of reference by the number 8, in the parish of Saint Matthew, Bethnal Green, and number 318 in the hamlet of Mile End Old Town, without the previous consent of that company in writing under their common seal.

Property of  
 North  
 Metropolitan  
 Tramways  
 Company  
 not to be  
 taken with-  
 out consent.

**137.** In altering for the purposes of this Act the Commercial Road the Company shall not make the same of any inclination steeper than the inclination of 1 in 80, and in altering for the purposes of this Act the Grove Road the Company shall not make the same of any inclination steeper than the inclination of the same road as it existed at the time of the passing of this Act.

Levels of  
 certain roads

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Regulations  
as to con-  
struction of  
bridge over  
Grove Road.

**138.** The bridge to be erected by the Company for the purpose of carrying the railway over the Grove Road aforesaid shall be built in conformity with the following regulations :

The width of the arch or span shall be such as to leave there under a clear space of not less than forty feet.

The clear height of the arch or span from the surface of the said road shall be not less than fifteen feet for a space of not less than twenty-five feet.

For protec-  
tion of the  
tramways of  
the North  
Metropolitan  
Tramways  
Company.

**139.** The Company shall, fourteen days at least prior to commencing any works by this Act authorised, whereby or by reason whereof any tramway or work of the tramways company shall or may be in any manner affected or interfered with, deliver to the tramways company plans and drawings showing the outlines of the works proposed to be executed, and specifications in writing describing the proposed manner of executing the same; and such works shall not be commenced until the Company shall have obtained from the principal engineer of the tramways company a certificate under his hand approving of such plans, specifications, and proposed manner of executing the said works, and the same shall be executed accordingly under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the tramways company, and in no other manner without the consent in writing of the tramways company under their common seal: Provided always, that if the said engineer shall fail, within twenty-one days from the delivery of such plans, drawings, and specifications, to signify his approval or disapproval of the said plans, drawings, or specifications, or the proposed manner of executing the works, then the tramways company shall be taken as assenting to the said plans, drawings, specifications, and manner of executing the said works, and if the Company shall be unwilling to adopt such modifications or alterations as may be required by the said engineer within the time aforesaid then the questions in difference shall be referred to arbitration as herein-after mentioned.

Injury to  
tramways of  
North Me-  
tropolitan  
Tramways  
Company.

**140.** If and as often as by reason of the construction of any works by this Act authorised, or the failure of any such works, the tramways of the tramways company, or any of them, or any of the works thereto belonging, 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 to do so then the tramways 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 said tramways, or any of them, by reason of

any such works or failure of such works, the Company shall on demand pay to the tramways company all costs and expenses to which they may be put as well as full compensation for the loss sustained by them by reason of any such interruption, such costs and expenses and compensation to be recovered with full costs as aforesaid.

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**141.** If and as often as by reason of anything done or omitted to be done by the Company in exercise of the powers conferred or in breach of the duties or obligations imposed upon the Company by this Act, the traffic on any of the tramways of the tramways company shall be stopped, the Company shall pay to the tramways company as liquidated damages for each such stoppage the sum of five pounds for every hour during which any such stoppage shall continue between the hours of five in the forenoon and twelve at night, and in default of payment of any such liquidated damages on demand made on the Company the tramways company may recover the amount thereof, with full costs, in any court of competent jurisdiction.

Penalty for interrupting the traffic on the tramways of the North Metropolitan Tramways Company.

**142.** All disputes and differences which may from time to time arise between the Company and the tramways company touching any of the matters or things herein-before provided with reference to the tramways and works of the tramways company shall be referred to arbitration in manner provided for by "The Railway Companies Arbitration Act, 1859," and for the purpose of any such arbitration this clause shall be read and have effect as if the tramways company were a railway company within the meaning of the last-mentioned Act.

Arbitration between the Company and the North Metropolitan Tramways Company.

**143.** As regards all lands and hereditaments (other than and except such lands and hereditaments as have been purchased or acquired by the canal company from the Commissioners of Woods, Forests, and Land Revenues, on behalf of the Crown) which shall be purchased or otherwise acquired by the Company under the provisions of this Act, and which shall not be wanted for the purposes of the railway, or of the roadways or footways of the new streets, it shall be lawful for the Company, subject to the provisions of this Act, and save and except as in this Act otherwise provided, when and as they shall think fit, to demise and lease such ground and hereditaments, or such part thereof as they shall think it expedient to let on building leases, either together or in parcels, to any person or persons who shall erect and build or covenant and agree to erect and build thereon, or on any part or parts thereof, houses, erections, and buildings, for such number of years and

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

A.D. 1875. under such conditions as the Company may think fit, and either at a rent or without any rent, but so that in every such demise or lease there be contained a covenant for the payment of the rent, if any shall be thereby reserved, and also such other covenants on the part of the tenant or lessee therein to be named as the Company shall reasonably require, and a clause in the nature of a condition of re-entry on nonpayment of the rent (if any) thereby to be reserved or on nonperformance of the covenants therein to be contained on the part of the tenant or lessee to be observed and performed, and that the lessee or lessees named in every such lease shall execute a counterpart thereof, and on the negotiation for any such lease the Company may, if they think fit, accept and take any fine for the granting thereof, and may enter into any agreement for the granting any lease or leases on such terms and conditions as they may think fit, and on the granting of the leases in pursuance of such agreement may alter the amount of the rents agreed to be reserved on such leases, and may apportion the same and grant separate leases of any part of the hereditaments by any such agreement agreed to be leased as they may think fit, and may also as they think fit alter or rescind any agreement as aforesaid, and may accept any surrender of any lease granted for the purpose of granting separate leases of the same premises at apportioned rents or under different covenants or otherwise in all respects as the Company shall think fit: And further, any part of the said lands may be appropriated for open places or for yards or courts to be attached to any houses to be leased as the Company shall think fit.

Power to  
Company to  
sell the  
ground rents  
and rever-  
sions com-  
prised in  
such leases.

144. As soon as conveniently may be, and either before or after the houses, erections, and buildings to be erected and built as lastly herein-before is mentioned, or any of them, shall be finished and completed, and either before or after such leases as last aforesaid shall have been granted, the Company shall and they are hereby authorised and required to sell and dispose of the ground rents to be reserved by the leases or demises in pursuance or in consideration of which the same houses or buildings respectively shall have been erected and built, or shall be agreed to be erected and built, and also the reversion and inheritance in fee simple in possession (subject to any such lease or demise or agreement) of the pieces or parcels of ground thereby demised or agreed to be demised, and such houses and other buildings thereon, either altogether or in parcels, by public auction or private contract for such prices or sums of money as the Company shall think reasonable, and subject to such stipulations and provisions as to the enjoyment thereof, and as to the nature of the buildings which are to be at all times erected

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

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**145.** It shall be lawful for the Company to demise or lease for such number of years as they shall think expedient, or to sell in perpetuity to any person or persons the right to build over any parts of the railway or works of the Company, or any other rights or easements over or under any lands and hereditaments which shall have been purchased or otherwise acquired under the provisions of this Act (other than and except such lands and hereditaments as have been purchased or acquired by the canal company from the Commissioners of Woods, Forests, and Land Revenues, on behalf of the Crown) upon such terms and subject to such exceptions, reservations, restrictions, and other provisions as the Company may think expedient, and also in like manner to sell the rents to be reserved by any such demise or lease, and the buildings and erections erected and set up in pursuance thereof, and the reversion and inheritance of the premises therein comprised; and the provisions herein-before contained with reference to any demises or leases to be granted of lands and hereditaments which shall not be wanted for the purposes of the railway, or of the roadways or footways of the new streets, and for the sale of the ground rents, and of the reversion and inheritance of the premises comprised in such last-mentioned demises or leases, shall be applicable to all demises, leases, and sales under the provisions of this section: Provided always, that the Company shall not under the provisions of this Act be under any obligation to sell or dispose of the ground rents or reversion and inheritance of the premises comprised in any demises or leases granted under the provisions of this section.

Power to grant rights of building over railway works.

**146.** Save and except as in this Act otherwise provided, it shall be lawful for the Company to sell in manner and subject as aforesaid and absolutely to grant and convey any of the lands which shall be purchased or otherwise acquired by the Company as afore-

Power to Company to sell any ground which may not be

A.D. 1875. wanted for the purposes of this Act. said, and which shall not be wanted for the purposes of this Act, and which they shall not think it expedient to let on building leases as aforesaid (other than and except such lands and hereditaments as have been purchased or acquired by the canal company from the Commissioners of Woods, Forests, and Land Revenues, on behalf of the Crown) subject nevertheless to such stipulations and conditions as they may think fit, and thereupon the same shall be conveyed and assured by the Company as they shall think fit.

Application of moneys arising from sale of lands or from rents. **147.** The Company shall apply all the moneys arising by any such sale or disposition respectively as aforesaid, after paying all expenses incident to such sales or dispositions and satisfying all lawful demands to which the lands, rents, and premises so respectively sold or disposed of shall be liable, and also apply all the rents and profits of the lands and premises to be acquired by the Company under the provisions of this Act for and towards the carrying the purposes of this Act into execution.

Company to make good parochial rates until works are assessed. **148.** If and while the Company are possessed under this Act of any lands in the Metropolis assessed or liable to be assessed to any sewers rate, consolidated rate, main drainage rate, poor rate, church rate, general purposes rate, or any other parochial or ward rate, they shall from time to time until the whole of the railway and works authorised by this Act are completed and assessed or liable to be assessed thereto, be liable to make good the deficiency in the assessment in each parish for such rates by reason of those lands being taken or used for the purposes of the railway or works, and the deficiency shall be computed according to the rental at which those lands, with any buildings thereon, are now rated or assessed, or liable to be rated or assessed.

As to rating of Company's property in the parish of Limehouse. **149.** From the time of the transfer the exceptional principle of rating of the property of and belonging to the canal company enacted by the 101st or any other section of the Act of 1812, or by any other of the Acts of the canal company, is (save only as hereinafter provided) hereby repealed with respect to all rateable property then or at any time thereafter belonging to the Company both in the parish of St. Anne (Limehouse) and the hamlet of Ratcliffe, or either of them, and thereafter the same shall be rated in accordance with the general principles of rating from time to time applicable thereto: Provided that so much of the Regent's Canal as runs through and is situate in the said parish of St. Anne (Limehouse) shall continue to be rated upon the exceptional principle above mentioned, and for rating purposes the said canal shall be deemed to cease at that point where it flows into the Limehouse Dock on



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the north side thereof, but it shall include the stables used in connexion therewith, and no portion of the canal earnings shall be claimed or treated as belonging to the dock by reason of the canal traffic having to cross the dock on its way to and from the river: Provided also, that nothing in this section contained shall exonerate the Company from their liability to make good the deficiency in the assessments in the parish of St. Anne (Limehouse) and in the hamlet of Ratcliffe for the rates mentioned or referred to in the last preceding section of this Act during the period therein stated.

**150.** 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.

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

**151.** 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.

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

**152.** Whereas, pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth and tenth years of Her present Majesty, chapter 20, a sum equal to the aggregate of five per centum upon the amount of the estimate of the expense of the railway by this Act authorised and of certain other railways included in and proposed to be authorised by the Bill for this Act as introduced into Parliament, but the powers for the construction of which last-mentioned railways have been struck out of the said Bill during its progress through Parliament, and four per centum upon

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

A.D. 1875] the amount of the estimate of the expense of the works, other than railways, by this Act authorised, was deposited in the Bank of England in the name of the Paymaster-General on behalf of the Court of Chancery in England in respect of the application to Parliament for this Act: And whereas the estimate for the railway by this Act authorised amounts to one hundred and eighty-nine thousand four hundred and forty-nine pounds eight shillings and twopence, five per centum upon which sum is, as nearly as may be, nine thousand four hundred and seventy-three pounds: Be it enacted, notwithstanding anything contained in the said Act, that of the said sum so deposited as aforesaid the said sum of nine thousand four hundred and seventy-three pounds (which portion of the sum so deposited as aforesaid is herein-after referred to as "the railway deposit money") shall not be paid to or on the application of the person or persons, or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railways, either open the railways for the public conveyance of passengers or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the said sum of one hundred and eighty-nine thousand four hundred and forty-nine pounds eight shillings and twopence, part of the ordinary capital B by this Act authorised to be raised by means of shares, and have expended for the purposes of the railways a sum equal in amount to such one half of the said part of the said capital, and if the said period shall expire before the Company shall either have opened the railways for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade, the railway deposit money shall be applied in the manner herein-after specified, and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Providing  
for appli-  
cation of  
railway  
deposit  
money in  
compensa-  
tion to  
parties  
injured.

**153.** The railway deposit money 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 for the railways conferred upon the Company by this Act, and for

which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the railway deposit money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the railway deposit money or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the solicitor of 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 paid 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 money shall have been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the person or persons, or the majority of the persons named in such warrant or order as aforesaid, or the survivors or survivor of them.

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**154.** On the application of the persons named in the warrant or order issued in pursuance of the said Act of the ninth and tenth years of Her present Majesty, chapter 20, or of the survivors or survivor of them, or of the majority of such persons or survivors, or of the executors or administrators of the last survivor, by petition in a summary way, at any time after the passing of this Act, the High Court of Chancery may and shall order that the balance of the money so deposited as aforesaid over and above the said sum of nine thousand four hundred and seventy-three pounds, and the interest and dividends thereof respectively, shall be paid to the persons or person so applying, or to any other person or persons whom they or he may appoint in that behalf.

Release of  
balance of  
money  
deposited.

**155.** If the railway is not completed within seven 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 railway, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as shall then be completed.

Period for  
completion  
of works.

A.D. 1875.

Company  
not to have  
jurisdiction  
over new  
cut and  
works.Power to  
take water  
from  
Thames.

**156.** Neither the Company nor any harbour-master or other officer of the Company shall have or exercise any jurisdiction, authority, or power in or over the new cut, works, and conveniences to be vested in the Lee Conservancy Board as herein-after mentioned, or any part thereof.

**157.** The Company, after the transfer to them of the undertaking of the canal company, may from time to time take and divert water into and through the works by this Act authorised or any of them, and into and through the existing works of the canal company when those works shall be vested in the Company, from the River Thames and from the River Lee, and the Limehouse cut or canal of the River Lee, and from the Grand Junction Canal, and from any other rivers, springs, streams, or reservoirs from which the canal and waters of the canal company are now supplied, or which the canal company, either alone or jointly with any other company or persons, have the power to use or take; provided always, that the Company shall not at any time take or divert water from the River Lee, or the Limehouse cut or canal of the River Lee, without the consent in that behalf of the Lee Conservancy Board, under their common seal, first obtained.

Consent of  
conservators  
to work on  
shore of  
Thames.

**158.** The Company shall not make or commence any work on the shore of the River Thames, or any creek or inlet thereof, except in accordance with the consent of the Conservators of the River Thames in writing under the hand of their secretary.

Approval by  
conservators  
of wharf and  
works on  
Thames.

**159.** The river wall and embankment and the staging or platform by this Act authorised shall be made on a site approved by the Conservators of the River Thames, and according to a plan and elevation approved by them and deposited at their office, and the works thereof and other the works by this Act authorised in and abutting on the River Thames shall be executed to the satisfaction of the engineer of the conservators; and the traffic of the river shall not be interrupted more than is absolutely necessary on the making of the works, and the coffer dam, if any, for the said works shall not be made without the previous approval of the conservators.

Lights on  
works.

**160.** During the construction of the said last-mentioned works and other the works by this Act authorised in and abutting on the River Thames, the Company shall hang out or exhibit thereat or near thereto, and for ever after the completion of the works the Company shall hang out or exhibit upon the works every night, from sunset to sunrise, lights to be kept burning by and at the expense of the Company, and proper and sufficient for the naviga-

tion and safe guidance of vessels; and the lights shall be from time to time altered by the Company in such manner, and be of such kind and number, and be so placed as the Conservators of the River Thames, by writing under the hand of their secretary, approve, and if the Company fail to exhibit and keep the lights so burning they shall for every such offence forfeit not exceeding ten pounds. A.D. 1875.

**161.** Nothing in this Act shall authorise the Company to embank, encroach on, or interfere with any part of the soil or bed of the River Thames, or shore thereof, except in accordance with the plan approved by the Conservators of the River Thames. Consent of conservators to interference with bed of Thames.

**162.** No buoy, dolphin, mooring post, or mooring craft shall be laid down or placed by the Company in the River Thames so as to injure the navigation of the river, or in any other manner than as the Conservators of the River Thames approve. Restriction on Company placing buoys in Thames.

**163.** In construction of the river wall or embankment by this Act authorised the Company shall, in lieu of any existing landing stairs on the river frontage within the limits of deviation by this Act authorised, within twelve months after the commencement of the said river wall or embankment, construct two sets of stairs at the points, in the position, and of the dimensions defined by a certain plan or drawing signed by Stephen Henry Leech, the engineer of the Thames Conservancy Commissioners, and by Edwin Thomas, the engineer of the Company, and signed by the Right Honourable William Lygon Pakenham Earl of Longford, chairman of the Committee of the House of Lords to which the Bill for this Act was referred, and if the Company shall fail to construct the stairs in accordance with this section they shall be liable to a penalty not exceeding twenty pounds for every day after the expiration of the said period of twelve months until such stairs are completed to the reasonable satisfaction of the conservators. As to substitution of stairs in lieu of existing landing stairs.

**164.** The Company shall not take any gravel, soil, or other material from the bed of the Thames without the previous consent in writing of the conservators. Company not to take gravel, &c. from river without consent of conservators.

**165.** If at any time it is deemed expedient by the Board of Trade to order a survey and examination of any works of the Company in, over, or affecting the Thames, or of the intended site thereof, the Company shall defray the costs of every such survey and examination, and the amount thereof shall be a debt due from the Company to the Crown, and if not paid upon demand may be recovered accordingly, with the costs of suit, or may Board of Trade may order local survey at expense of Company.

A.D. 1875. be recovered with costs as a penalty is recoverable from the Company.

Level of  
canals not to  
be lowered.

**166.** 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 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, and shall also at all times maintain and preserve all rights and easements in connexion with the said canal belonging or attaching to or connected with any wharf or other premises forming part of the Wenlock Basin Estate, in which Lords Sackville Cecil, Arthur Cecil, and Lionel Cecil are or claim to be interested, abutting on the said canal or on any basin or dock connected therewith.

Works  
affecting  
tidal waters  
abandoned  
may be  
removed by  
Board of  
Trade.

**167.** If any work constructed by the Company in, under, over, through, across, or affecting the Thames is abandoned or suffered to fall into disuse or decay the Board of Trade and the conservators may abate and remove the same or such part thereof as they deem fit, and may restore the site thereof to its former condition, at the cost of the Company, and the amount thereof shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs of suit.

Works to  
form part  
of Port of  
London.

**168.** The dock and works by this Act authorised shall be deemed to be situate within and form part of the Port of London.

Confirming  
agreement  
with Lee  
Conservancy  
Board in  
second  
schedule.

**169.** The agreement, a copy whereof is set forth in the second schedule to this Act (which agreement is herein-after referred to as "The Lee Navigation agreement"), made between James Fortescue Harrison, James Goodson, John Evans Freke Aylmer, Alderman Sir Charles Whetham, Knight, Charles Magnay, Major Alexander George Dickson, Arthur John Otway, and the Honourable Robert Wellesley Grosvenor, of the first part, and the Lee Conservancy Board of the second part, is hereby confirmed and made binding on the Company and the Lee Conservancy Board respectively; and (subject to the provisions of this Act) full effect shall be given thereto accordingly as if the Company had been parties thereto instead of the said parties thereto of the first part, and the same was under the seal of the Company.

New cut to  
be conveyed  
to Lee Con-  
servancy  
Board.

**170.** The new cut and other works and conveniences to be constructed as is provided for in the Lee Navigation agreement,

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and the lands required for the purposes of such new cut, works, and conveniences, shall, before or concurrently with the completion of such new cut, works, and conveniences, be well and effectually conveyed to or vested in the Lee Conservancy Board by or at the expense in all things of the Company; and immediately from and after completion as aforesaid (whichever shall first happen) all the said lands, new cut, works, and conveniences shall be deemed to be part of the River Lee, and of the navigation, property, and hereditaments which were by "The Lee Conservancy Act, 1868," vested in the Lee Conservancy Board, and shall be subject to all such jurisdiction, powers, and control of or by the Lee Conservancy Board, and to the exclusion of the Company and any other body or authority, as if the same had been part of the navigation, property, and hereditaments by the last-mentioned Act vested in that Board; and the Lee Conservancy Board shall perform all such functions, and discharge all such duties, and exercise all such rights, powers, privileges, and authorities in regard to tolls and all other matters, and be subject to all obligations and liabilities in reference to such new cut, works, and conveniences as if the same had been comprised in the 62nd section of "The Lee Conservancy Act, 1868," or in "The Lee Conservancy Act, 1874," and the provisions of such last-mentioned Acts and of the Lee Improvement Acts referred to in "The Lee Conservancy Act, 1868," shall apply to such new cut, works, and conveniences in the same manner and to the same extent as such provisions would have applied thereto if the same had been comprised in the hereditaments and premises by the said 62nd section of "The Lee Conservancy Act, 1868," vested in the Lee Conservancy Board.

171. Upon the completion of the new cut or canal by this Act authorised the site and soil of so much of the existing Limehouse cut or canal of the River Lee as lies to the westward or southward of the point at which the said new cut or canal will commence is by this Act vested in the Company, freed and discharged from all public and private rights of way or water or other rights over or affecting the same, and the Company may thereupon stop up and discontinue for traffic the said portion of the said Limehouse cut or canal.

Vesting sites and soil of existing cut in Company when new cut completed.

172. For the purposes of the works by this Act authorised or any of them section 52 of the Act of 1819 (limits of ship basin) shall be deemed to have been expressly repealed by the Act of 1865.

"Limehouse Basin Act, 1865," extended to this Act.

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## PART IX.—PROVISIONS AS TO TOLLS, &amp;c.

Tolls, &c.  
for Lime-  
house Basin  
extend to  
enlargement  
thereof.

**173.** For the purposes of tolls, rates, and charges, and for all other purposes, the enlargement of the Limehouse Basin under this Act shall be deemed part of the improvement, enlargement, and widening of that basin under the Act of 1865, and the provisions of that Act and of the other recited Acts relating to the canal company and their undertaking shall apply and have effect accordingly.

Power to  
take tolls for  
river wall or  
embank-  
ment.

**174.** The Company may demand and take for and in respect of the use of the river wall or embankment, or either of them, or any part or parts thereof respectively, such tolls as they may from time to time with the sanction of the Board of Trade appoint.

Tolls.

**175.** The Company may demand and take for the use of the railway, 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 railway :

For every person conveyed in or upon any carriage, for the use of the railway 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 provided 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: A.D. 1875.

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:

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 carriage may weigh: Tolls for carriages.

In respect of animals conveyed in carriages upon the railway: Tolls for animals.

For every horse, mule, ass, or other beast of draught or burden conveyed in or upon any carriage, for the use of the railway 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 railway 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:

A.D. 1875.

For every calf or pig, sheep, lamb, or other small animal conveyed in or upon any carriage, for the use of the railway 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.

**176.** The tolls which the Company may demand for the use of engines or other power for propelling carriages on the railway shall not exceed three farthings 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.

**177.** 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 railway, 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 of great weight.

**178.** And with respect to small packages and single articles of great weight conveyed on the railway notwithstanding the rate of 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, five-pence:

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: A.D. 1875.

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.

**179.** Every passenger booked through, to, or from any other line of railway travelling upon the railway 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. Through  
passengers  
luggage.

**180.** Every passenger (not being a passenger booked through, to, or from any other line of railway) travelling upon the railway 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. Local  
passengers  
luggage.

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

For every passenger conveyed in or upon a first-class carriage the sum of fourpence:

For every passenger conveyed in or upon a second-class carriage the sum of threepence:

For every passenger conveyed in or upon a third-class carriage the sum of twopence.

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Maximum  
rates of  
charges for  
cattle, &c.

**182.** And with respect to the conveyance of goods, minerals, and things, carriages, and animals, the maximum rates of charges to be made upon the railway by the Company, including the tolls for the user of the railway, and of waggons or trucks, and locomotive power, and every expense incidental to such conveyance (except a reasonable sum for loading, covering, 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 such services or any of them 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 :

For goods in class 2, one penny halfpenny a ton a mile :

For goods in class 3, twopence a ton a mile :

For corn, grain, and seeds conveyed on the railway for a greater distance than twenty-five miles, twopence a ton a mile :

For corn, grain, and seeds conveyed on the railway for a distance of twenty-five miles or less, and for all other goods in class 4, twopence halfpenny a ton a mile :

For goods in class 5, fourpence a ton a mile.

Carriages  
and animals.

**183.** 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 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.

**184.** No station shall be considered a terminal station in regard to any goods conveyed on the railway 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

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

of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway. A.D. 1875.  
—  
special  
trains.

**186.** 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. Company  
may take  
increased  
charges by  
agreement.

**187.** Nothing herein contained shall render it compulsory on the Company to carry on the railway any night-soil, dung, manure, compost, or other offensive matter. Company  
not bound  
to carry  
manure or  
other offen-  
sive matter.

PART X.—WORKING AGREEMENTS.

**188.** The Company and the Great Eastern Railway Company may from time to time, subject to the provisions of Part III. of "The Railways Clauses Act, 1863," as amended or varied by "The Regulation of Railways Act, 1873," enter into and carry into effect all such agreements as they from time to time think fit with respect to—  
Agreements  
with respect  
to use of  
railway, &c.

The use of the railway by this Act authorised or any part thereof :

The arrangements for the conduct of the traffic of the railway :

The payment to be made and the conditions to be performed with respect to such use, and with respect to the transmission, forwarding, and delivering of traffic upon the railway and the railways of the Great Eastern Railway Company :

The tolls and charges or other payments for or in respect of such traffic :

The apportionment between and amongst the contracting companies of tolls and charges received in respect of such traffic.

**189.** During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railway by the Great Eastern Railway Company the railways of the Company and of the Great Eastern Railway Company shall, for the purposes of short distance tolls and charges, be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railway of the Great Eastern Railway Company for a less distance than four miles, tolls and charges may only be charged as for four miles, Short dis-  
tance tolls  
during con-  
tinuance of  
agreement.

A.D. 1875. and in respect of passengers, for every mile or fraction of a mile, or fraction of a quarter 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 railway and partly on the railway of the Great Eastern Railway Company; provided always, that the maximum rates for passengers by this Act authorised, being rates in gross, shall, for the purposes of this section, be deemed to be rates as for two miles.

PART XI.—PROTECTIVE AND SAVING CLAUSES AND GENERAL PROVISIONS.

For the protection of the London and North-western and Midland Railway Companies.

**190.** If the Company, in pursuance of any of the provisions contained in this Act, or of any agreement to be made thereunder, grant to any other company any traffic facilities or privileges, they shall, on demand, grant to the London and North-western Railway Company and to the Midland Railway Company, or either of them, the like facilities and privileges, and on the like terms, or as near thereto as may be to meet the circumstances of the case; and the Company shall not give to any company privileges or advantages with respect to the accommodation, conveyance, interchange, and delivery of traffic which for the like considerations, or as near thereto as may be to meet the circumstances of the case, it does not or will not give to the London and North-western Railway Company and to the Midland Railway Company, or either of them; and if any difference shall arise on or as to carrying into effect the same, it shall be settled by arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

For protection of the London and Blackwall Railway Company.

**191.** The powers of this Act, so far as they affect the London and Blackwall Railway Company, (who in this section are referred to as "the Blackwall Company,") shall, unless with the previous consent of the same company in writing, under their common seal, be exercised only subject to and in accordance with the following provisions, and due effect shall be given thereto by the Company:

- (1.) The Company shall not take, use, or enter upon, or interfere with any of the railways or works of the Blackwall Company, except only so far as shall be necessary for the purpose of making and maintaining, subject to the provisions of this Act, the railway and the enlargement of the Limehouse Basin and the works in connexion therewith, and with the Limehouse cut or canal, by this Act authorised:

- (2.) With respect to any land of the Blackwall Company which the Company are by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Blackwall 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 :
- (3.) Notwithstanding the limits of deviation shown upon the deposited plans in respect of the enlargement of Limehouse Basin, and anything in this Act contained, no such enlargement, or any works connected therewith, shall be made nearer to the London and Blackwall Railway or the works thereof than the full black line indicating the line of quay or works shown on the property in the parish of Saint Anne, Limehouse, numbered 432 upon the said plans :
- (4.) Where any work by this Act authorised will be made under, near to, or will otherwise interfere with the London and Blackwall Railway or the London and Blackwall Extension Railway, the same shall be constructed only in accordance with plans, sections, and specifications to be previously approved by the principal engineer for the time being of the Blackwall Company, and every such work shall be executed under his superintendence and to his reasonable satisfaction at the cost in all respects of the Company: Provided nevertheless, that if such principal engineer for the time being of the Blackwall Company do not approve such plans, sections, and specifications within one month after the delivery thereof to him for the purpose the same shall be referred to an engineer to be appointed by the Board of Trade, whose decision shall be final, the cost, charges, and expenses of such reference to be borne and paid by the Company :
- (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 use of the London and Blackwall Railway, or the London and Blackwall Extension Railway, or with any traffic thereon :
- (6.) The Company shall bear and on demand pay to the Blackwall Company the expense of the employment by that Company during the execution of any work affecting the London and Blackwall Railway, or the London and Blackwall Extension Railway, of a sufficient number of watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work,

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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 of their contractors :

- (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 their contractors, or otherwise, the London and Blackwall Railway or the London and Blackwall Extension Railway 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 Blackwall 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 or upon the London and Blackwall Railway or the London and Blackwall Extension Railway by reason of any of the matters or causes aforesaid, the Company shall pay to the Blackwall 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, in any court of competent jurisdiction :
- (8.) The Company shall at all times maintain the works which will be made under or near to or which may otherwise interfere with the London and Blackwall Railway and the London and Blackwall Extension Railway, or with either of those railways, in substantial repair and good order and condition, to the reasonable satisfaction of the engineer of the Blackwall Company, and if and whenever the Company fail so to do the Blackwall Company may make and do all such repairs as that Company may 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, subject to the arbitration herein-after provided for as to the necessity for such repairs and as to the cost incurred, be repaid to them by the Company, and in default of repayment may be recovered, with costs, by the Blackwall Company from the Company in any court of competent jurisdiction :
- (9.) If any difference shall arise between the Blackwall Company and the Company as to the true intent and meaning of the matters provided for in the several sections of this enactment, or the mode of giving effect thereto, or the reasonableness of



any demand made or precaution taken by the Blackwall Company by virtue thereof, every such difference shall be from time to time determined by arbitration in the manner prescribed by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

A.D. 1875.  
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**192.** In the event of such transfer as is herein-after authorised the following provisions shall have effect with respect to the Great Northern Railway Company :

For protection of the Great Northern Railway Company.

(A.) The Company shall not, without the consent in writing of the Great Northern Railway Company, under their common seal, enter upon, take, or use any of the lands or buildings belonging to the Great Northern Railway Company, or of which they are lessees :

(B.) There shall be afforded by the Company to all traffic coming from or destined for the Great Northern Railway equal facilities and accommodation to those afforded by them to the traffic of any other company, and the tolls, rates, and charges to be demanded and taken by the Company in respect of such traffic of the Great Northern Railway Company shall not be greater than are paid with respect to similar traffic coming from or destined for any other railway.

**193.** Nothing in this Act shall prejudice or derogate from the estates, rights, interests, liberties, privileges, or franchises of the conservators, or prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the passing of this Act the conservators do or may lawfully claim, use, or exercise.

Saving the rights of the Conservators of the River Thames.

**194.** Notwithstanding anything to the contrary in the recited Acts or in this Act contained, neither the undertaking of the Company nor any of the works by this Act authorised shall, for the purposes of "The Petroleum Act, 1871," and of any Act extending or amending the same, be deemed to be a "harbour" within the meaning of those Acts.

Undertaking of Company not to be deemed a harbour within the meaning of "The Petroleum Act, 1871."

**195.** Save as in this Act expressly provided, nothing herein contained shall prejudice or derogate from the estates, rights, interests, powers, or privileges of the Lee Conservancy Board or of the Grand Junction Canal Company.

Saving rights of Lee Conservancy Board and Grand Junction Canal Company.

**196.** Nothing contained in this Act or in any of the Acts herein referred to 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 Queen's Majesty, her heirs or successors.

Saving rights of the Crown.

A.D. 1875.

Saving the rights of the vestry of the parish of Saint Matthew, Bethnal Green.

**197.** Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, powers, privileges, or authorities vested in the vestry of the parish of Saint Matthew, Bethnal Green, but all such rights, powers, privileges, and authorities shall remain as completely unimpaired and unaffected as if this Act had not been passed, anything herein contained to the contrary notwithstanding.

Confirming agreement with Alfred Blyth and others.

**198.** The agreement dated the twenty-fifth day of March one thousand eight hundred and seventy-five, and made between Alfred Blyth of the first part, Alfred Blyth the younger and Henry David Blyth of the second part, and James Goodson and John Evans Freke Aylmer of the other part, a copy of which is set forth in the third schedule to this Act, is hereby confirmed and made binding as if the Company were parties thereto instead of the said James Goodson and John Evans Freke Aylmer.

Confirming agreement with William Baker and others.

**199.** The agreement dated the seventeenth day of April one thousand eight hundred and seventy-five, and made between William Baker and Frederick Young of the first part, Alfred Christopher Dowson of the second part, John Alger Worth of the third part, and James Goodson and John Evans Freke Aylmer of the fourth part, a copy of which is set forth in the fourth schedule to this Act, is hereby confirmed and made binding, according to the terms and conditions thereof, on the Company and on the said William Baker, Frederick Young, Christopher Dowson, and John Alger Worth, and full effect shall be given thereto accordingly.

Confirming agreement with Taylor, Walker, & Co.

**200.** The agreement dated the first day of May one thousand eight hundred and seventy-five, and made between John Walker and Charles Hoggart Walker by Peter Gellatly, their attorney and duly authorised agent in that behalf, of the first part, and James Goodson and John Evans Freke Aylmer of the second part, a copy of which is set forth in the fifth schedule to this Act, is hereby confirmed and made binding, according to the terms and conditions thereof, as if the Company were parties thereto instead of the said James Goodson and John Evans Freke Aylmer, and as if the said John Walker and Charles Hoggart Walker were signing parties thereto instead of the said Peter Gellatly, and full effect shall be given thereto accordingly.

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." A.D. 1875.  
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**202.** The Company shall not, 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 of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking. Deposits for  
future Bills  
not to be  
paid out of  
capital.

**203.** Nothing in this Act contained shall exempt the Company or the railway or the canal from the provisions of any general Act relating to railways or canals, or the better and more impartial audit of the accounts of railway or canal 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. Railways,  
&c. not  
exempt from  
provisions of  
present and  
future  
general Acts.

**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 out of the rentcharge stock by this Act authorised to be raised. Expenses of  
Act.

A.D. 1875.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the sixteenth day of December one thousand eight hundred and seventy-four, between the Company of Proprietors of the Regent's Canal (herein-after referred to as "the Canal Company") of the first part, and James Fortescue Harrison, of Crawley Down Park, Sussex, Member of Parliament; James Goodson, of the Guardian Insurance Company, Lombard Street, Esquire; John Evans Freke Aylmer, of Woodfield, Streatham, Captain in the Army; Alderman Sir Charles Whetham, Knight; Charles Magnay, of No. 4, The Terrace, Richmond Hill, in the county of Surrey, Esquire; Major Alexander George Dickson, of Glemham Hall, Suffolk, Member of Parliament; Arthur John Otway, of 25, Palmeira Square, Brighton, in the county of Sussex, Esquire, and the Honourable Robert Wellesley Grosvenor, of The Lodge, Brackley, in the county of Northampton, on behalf of a new undertaking (herein-after referred to as "the Company") to be incorporated by an intended Act of Parliament to be applied for in the session of 1874-5, for the purchase and improvement of the Regent's Canal and Dock, and the connexion of the Limehouse Dock and Basin with the existing railway systems, of the second part.

Sale of canal  
by canal com-  
pany to Com-  
pany.

Company to  
give notice  
within time  
fixed.

Purchase  
money and  
other con-  
sideration.

1. The canal company agree to sell, and the Company agree to purchase, the undertaking of the canal company (herein-after referred to as "the canal"), subject to the conditions and on the terms herein-after mentioned.

2. The Company will, if they think fit, on or before the thirty-first day of March one thousand eight hundred and seventy-six, but not earlier than the thirtieth day of September one thousand eight hundred and seventy-five, if the intended Act pass in the session of 1875, give notice in writing under their seal to the canal company of their intention to purchase the canal, and thereupon the canal company and the Company shall be respectively bound to the performance of this agreement, subject to the conditions herein-after mentioned, but not so as to give the Company any estate or interest whatsoever at law or in equity, except as herein mentioned, in the canal or other property or affairs of the canal company until such transfer as is herein-after mentioned.

3. The Company (having given notice as aforesaid) will pay to the canal company as the purchase money for the canal the sum of one million eighty thousand five hundred and forty pounds, free of all deductions, and they will also absolutely guarantee to the canal company a clear net dividend of twenty-one thousand six hundred and ten pounds sixteen shillings (free of income tax

and of all other deductions and charges whatsoever) on their consolidated ordinary stock of nine hundred thousand four hundred and fifty pounds in the half year to end on the thirtieth day of September one thousand eight hundred and seventy-six, and for each succeeding half year until the transfer of the canal to the Company.

A.D. 1875:

4. The purchase money shall be paid by the Company as follows; (that is to say,)

Payment by instalments.

The sum of £100,000 with the notice aforesaid.

The sum of 250,000 on or before the 24th June 1876.

The sum of 200,000 on or before the 30th September 1876.

The sum of 230,540 on or before the 31st March 1877.

The sum of 300,000 on or before the 30th September 1877.

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£1,080,540

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The said sums shall respectively be paid into such banks in such proportions as the canal company and the Company from time to time agree, and shall be paid on deposit accounts to the credit of the canal company, and shall be at the risk of the Company until the transfer. Failing such agreement as to any instalment or part thereof before the same becomes payable, such instalment or part shall be paid into the London and Westminster Bank to the credit of the canal company.

5. From and after the day on which the last portion of the purchase money (including any further sum which may become payable by the Company by reason of the provision in this agreement that the deposits on account of instalments shall be at the risk of the Company) is paid, if such day be the thirtieth day of September or the thirty-first day of March, or if by reason of anticipation by the Company, or of exchange of stock, or from any other cause, the payment is completed on any day other than as aforesaid, then on the 30th day of September or 31st day of March (whichever first arrives) next after such completion the Company shall be entitled to all the estate and interest of the canal company in their canal, and to all the real and personal property, and to all the rights, powers, and privileges of the canal company of whatsoever description, except the purchase money aforesaid, and except the dividends then accruing and guaranteed as aforesaid, and except the reserved fund (if any) accrued prior to the date of such notice as aforesaid, or to be reserved out of the profits of the half year to end on the thirty-first day of March one thousand eight hundred and seventy-six, and all such estate, interest, property, rights, powers, and privileges shall be transferred to and vested in the Company in such manner and form as the intended Act may prescribe, but subject to the mortgages, debentures, and debenture stocks of the canal company, and to all the statutory or other obligations, servitudes, or liabilities of the canal company, all which shall be transferred to and undertaken by the Company; provided that in no case shall the transfer take place, nor shall the canal company be affected as to their dividend or profits, or any right thereto or the distribution thereof, until after the 31st day of March 1876.

Transfer of canal subject to mortgages, &c.

6. The Company shall become liable to and undertake, as from the date of the transfer as aforesaid, all the contracts, obligations, and liabilities of the canal company, including all annual or other payments, and all their liability

Canal company to be indemnified.

A.D. 1875. (whether present or contingent) for annuities or pensions, and shall fully and freely indemnify the canal company against all existing or future liabilities, claims, or demands of what kind soever, and whether arising out of contract or out of tort, except liabilities, claims, and demands for great and extraordinary losses arising out of gross negligence on the part of the canal company in the management of their undertaking prior to the transfer aforesaid; provided that in the case of any such great and extraordinary loss the canal company (if the Company are not willing to indemnify them) shall be entitled to rescind this agreement.

Powers of canal company to continue till transfer completed.

7. Until the transfer as aforesaid, the canal company may and shall carry on their business as a going concern in all respects as if this agreement had not been made, and as if the intended Act had not passed, and in particular they may from time to time raise or lower tolls, make, vary, or rescind byelaws, enter into contracts, alter or raise salaries (but not in any case by more than twenty per cent. on their present amounts), employ and discharge officers and servants, repair and maintain their canal and works, issue mortgages or debentures to meet liabilities on capital account, pay off debentures or mortgages, convert debentures into debenture stock, and transfer and appropriate moneys, not exceeding five per cent. on their working profits, to the reserved fund; and the Company shall not be entitled in any manner to interfere in the affairs of the canal company, or to require any account from them, except as in this agreement expressly provided, nor shall the Company be entitled to take, use, enter upon, or in any manner interfere with the canal, lands, or property of the canal company until the whole of the purchase money has been paid, unless by the consent of the canal company, and upon such terms as the canal company think necessary to prescribe for the protection and security of their stockholders, creditors, and property: Provided that the Company shall have the opportunity given to them of taking up any debentures which may fall due after the date of this agreement, and the canal company shall not issue to the holders of debentures any debenture stock unless (1) in respect of certain debentures, not exceeding fifty-two thousand pounds, in respect of which the canal company have already agreed to issue debenture stock, and (2) in respect of such debentures as the Company have an opportunity of taking up, and fail to take up at the time when the same become payable.

Adjustment of accounts.

8. Any sums which are from time to time required, in addition to the profits of the undertaking, to make up the guaranteed dividends as aforesaid may be taken or retained and paid by the canal company out of the interest, and if need be out of the principal, of any instalments of the purchase money in their hands.

Any surplus arising in any half year commencing after the thirty-first day of March one thousand eight hundred and seventy-six from the income of the canal undertaking, and from the interest on deposited instalments of the purchase money, over and above the sum required to pay the guaranteed dividends aforesaid, shall be credited to the Company by the canal company.

On the day when the transfer shall take place a balance shall be struck by the canal company, and if the total of the sums (if any) so taken or retained and paid as aforesaid since the thirty-first day of March one thousand eight hundred and seventy-six exceed the total of such surpluses (if any) as aforesaid the difference shall be paid on demand to the canal company by the Company, so

as to make up the complete sum of one million and eighty thousand five hundred and forty pounds of purchase money, and shall be applied as part thereof, or if the total of such surpluses exceed the total of the sums so taken or retained and paid, the difference shall be paid on demand to the Company by the canal company.

A.D. 1875.

9. In case the Company procure the insertion in the intended Act of provisions enabling or entitling ordinary stockholders of the canal company to exchange their stock for stock, shares, or other securities of the Company, the purchase money to be paid in cash by the Company under this agreement shall be reduced by the sum of one hundred and twenty pounds for every one hundred pounds of the stock of the canal company so exchanged, provided that the first instalment of one hundred thousand pounds shall in any event be paid in full in cash as provided by this agreement, and that any deductions from instalments to be made under this article shall be made from the last instalments, and that no such deduction shall be made from any instalment unless exchanges have been made representing the whole of any subsequent instalment or instalments.

Exchanges of stock equivalent to payment of purchase money.

10. The canal company, until their affairs are finally wound up and settled, and they are finally dissolved, shall be entitled to retain possession of all such of their books, registers, and other documents as they think necessary to be retained for that purpose, and they may continue to use their present offices or may provide other offices for that purpose.

Custody of books, &c.

The reserved fund to be retained by the canal company under Articles 5 and 7, and so much of the purchase money as is paid in respect of stock of the canal company which is held by the canal company, may be applied by them to any purpose as they may resolve, but the reserved fund, if any, set aside after the date of the notice, or after the 31st day of March 1876, whichever last happens, shall belong to the Company as part of the profits of the Company between the date of such notice and the transfer.

11. All expenses of and about the transfer to the Company, and the winding up of the affairs of the canal company, and the distribution of the purchase money (including seven hundred and fifty pounds for directors salaries during the period of liquidation, the expense of offices as aforesaid, and all legal expenses and the stamp duty on the transfer of the canal, and all other stamp duties on any transaction or matter connected with the winding up and distribution as aforesaid, and the expense of salaries and services during such winding-up and distribution), shall be paid by the Company to the canal company from time to time on demand.

All expenses to be paid by Company.

12. The salaried officers of the canal company in office at the time of the transfer, or of the conclusion of the winding up of the affairs of the canal company, shall be dealt with as may be agreed upon between the parties hereto of the second part and the canal company, or, failing agreement, as may be determined by arbitration; and all compensation so agreed upon or determined shall from time to time be paid by the Company.

Compensation to officers of canal company.

13. The Company will insert in their Bill for the intended Act all proper clauses and additional or new clauses to the satisfaction of the canal company, for the protection of the canal company, and for the due winding up of their affairs and the distribution of the purchase money, and for the continuance of the canal company during and for the purposes of such winding up and dis-

Clauses to be inserted in the intended Act.

[Ch. ccvi.] *The Regent's Canal and Dock* [38 & 39 VICT.]  
*Act, 1875.*

A.D. 1875. —  
tribution, and for ascertaining and securing the payment of the annuities or compensation to be paid to their officers as aforesaid, and a clause binding the Company to keep up the water of the canal and to maintain it as an inland navigation.

In case the provisions of the intended Act are found insufficient for any of the above purposes, the Company will from time to time, at their own expense, promote and use their best endeavours to obtain such amending Acts as may be necessary for such purposes.

As to rescinding of agreement.

14. The agreement shall be null and void in the event of the said notice, accompanied by the payment of one hundred thousand pounds, not being given on or before the thirty-first day of March one thousand eight hundred and seventy-six, or within such extended period as the canal company may allow.

The canal company shall be at liberty wholly to rescind this agreement in any of the following events; (that is to say,)

(I.) If proper clauses consistent with this agreement are not inserted in the intended Act as before mentioned to the satisfaction of the canal company (the propriety of such clauses, in the event of dispute, to be determined by arbitration), or if clauses are inserted in the intended Act which, in the opinion of an arbitrator to be appointed as herein-after mentioned, may substantially interfere with the provisions of this agreement for the protection of the canal company :

(II.) If any instalment of the purchase money subsequent to that paid with the notice be not fully paid at the time appointed by this agreement, or within such extended period or periods as the canal company may allow.

The rescission shall be by notice under seal, and it shall in the first case be given to the parties of the second part, or any three of them, or to the solicitor for the Bill, and shall be given before the third reading of the Bill in the House of Parliament into which it is brought from the other House, or it shall in the other case be given to the Company or their solicitor within one month after the default in respect of which the agreement is rescinded, or within such further time, not exceeding six months, as the canal company and the Company may agree upon, with or without any conditions as to penalties or otherwise.

Provisions in case of rescission.

15. If after notice is given by the Company of their intention to take the canal, the canal company for any of the reasons before mentioned rescind this agreement, the Company will pay to the canal company the sum of five thousand pounds as compensation for disturbance of their trade and other losses.

The canal company shall be entitled to retain out of the sums paid, on giving such notice, or any subsequent instalments, the said sum of five thousand pounds, and also to retain the amount of any principal or interest which has been already applied, or which is applicable in the then current half year, to make up the guaranteed amount of dividends, and shall pay the balance to the Company on demand.

Reference of disputes.

16. All questions or disputes which may arise in or about the carrying out of this agreement, or as to the true meaning and application thereof, and also the settlement of the necessary legal documents for giving effect thereto, or as to any matter herein referred to arbitration, shall be referred on the demand of either party to Mr. Nathaniel Lindley, Q.C., of Lincoln's Inn, or failing him, then to a barrister of the equity bar, to be nominated from time to time by the



[38 & 39 VICT.] *The Regent's Canal and Dock Act, 1875.* [Ch. ccvi.]

Attorney General or Solicitor General for the time being, at the option of the canal company; and the decision of the arbitrator as to any matter so referred to him shall be final and binding on the parties.

A.D. 1875.

17. This agreement is conditional on its being confirmed by the canal company at an extraordinary general meeting to be convened on or before the first day of March one thousand eight hundred and seventy-five, and it is also conditional upon the intended Act being passed, and upon this agreement being scheduled therein and made binding on the Company and on the parties hereto of the second part as to the matters to be performed by them, and failing either of the above conditions it shall be wholly void.

Agreement to be of no effect until confirmed and scheduled, &c.

Such meeting shall not be in substitution for any meeting required by standing orders of either House of Parliament.

18. This agreement, or anything herein contained, or any consent or confirmation given or to be given, or anything done or to be done, by the canal company or their directors, shall not prejudice any right of the canal company for the purpose only of securing the carrying into effect of the provisions of this agreement to present a petition in either House of Parliament, or in both Houses of Parliament, against or in relation to the preamble and clauses of the Bill for the intended Act, or against or in relation to any petition for additional provision, or against or in relation to any proposed amendments, and the Company or the parties hereto of the second part will not object to such petition or to the canal company being heard for the purpose aforesaid in any manner in support thereof.

Saving of right to petition, &c.

19. This agreement is subject to such alterations as Parliament may think fit to make therein, but without prejudice to the right of the canal company to withdraw the same if the committee on the Bill make any material alteration therein.

Agreement may be altered by Parliament.

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

J. FORTESCUE HARRISON.	(L.S.)
JAMES GOODSON.	(L.S.)
J. E. F. AYLMER.	(L.S.)
C. WHETHAM.	(L.S.)
CHAS. MAGNAY.	(L.S.)
A. G. DICKSON.	(L.S.)
ARTHUR JOHN OTWAY.	(L.S.)
R. W. GROSVENOR.	(L.S.)

Signed, sealed, and delivered by the parties hereto of the second part in the presence of



EDMUND S. PARKER,  
Clerk to Messrs. Newman, Dale, & Stretton,  
Solicitors,  
75, Cornhill, E.C.

A.D. 1875.

THE SECOND SCHEDULE.

THIS AGREEMENT is made the nineteenth day of April one thousand eight hundred and seventy-five, between James Fortescue Harrison, of Crawley Down Park, Sussex, M.P.; James Goodson, of the Guardian Insurance Company, Lombard Street, Esquire; John Evans Freke Aylmer, of Woodfield, Streatham, Captain in the Army; Alderman Sir Charles Whetham, Knight; Charles Magnay, of No. 4, The Terrace, Richmond Hill, in the county of Surrey, Esquire; Major Alexander George Dickson, of Glemham Hall, Suffolk, M.P.; Arthur John Otway, of 25, Palmeira Square, Brighton, in the county of Sussex, Esquire, and the Honourable Robert Wellesley Grosvenor, of The Lodge, Brackley, in the county of Northampton, on behalf of a company (herein-after referred to as "the Company"), proposed to be incorporated by an Act of Parliament now being applied for in the present session of Parliament for the purchase and improvement of the Regent's Canal and Dock, and the connexion of the Limehouse Dock and Basin with the existing railway systems, of the first part, and the Lee Conservancy Board (who and their successors and assigns are herein-after referred to as "the said Conservancy Board"), of the second part: Whereas a Bill for the above-mentioned purposes is now pending in Parliament, and by such Bill, if it passes into law, the Company will be incorporated, and will be authorised to construct (amongst other works) a new cut or canal leading from the existing Limehouse cut or canal of the River Lee to the River Thames, and other works and conveniences connected with such new cut, in substitution for the present canal and works connecting the said Limehouse Canal with the River Thames, and to stop up so much of the said existing Limehouse cut as will be substituted by the said proposed new cut: And whereas it is important, for the interests of the Conservancy Board and the public using the said River Lee Navigation, that the said new cut and works and conveniences connected therewith should be constructed in the manner herein-after described, and subject to the conditions and stipulations herein-after contained, and that no part of the existing canal or works of the Conservancy Board should be interfered with until the said new cut, works, and conveniences to be substituted therefor should have been completed and opened for public traffic, and that such other provisions should

be made for protecting and facilitating the traffic on the said Lee Navigation, and for enabling the Conservancy Board to discharge its duties with reference to such river and traffic as are herein-after contained: Now it is hereby agreed as follows; (that is to say) A.D. 1875.

1. The Company shall not in any way stop up or interfere with any portion of the said existing Limehouse cut or canal, or of any works connected with or incident to the user thereof, until the said new cut and other works and conveniences connected therewith, proposed to be authorised by the said Act or hereby agreed to be made, shall have been completed in accordance with these presents and opened for public traffic, and have become vested in the Conservancy Board, except only so far as such interference may be necessary for the union of the said cut with the said existing cut at the northern end of such new cut, and such excepted interference and the works incident thereto shall be effected and executed under the superintendence and to the satisfaction of Mr. Joe Child, or other the engineer for the time being of the Conservancy Board.

2. The said new cut, and all other works and conveniences connected therewith, and all other works (if any) to be authorised by the said Act, and which shall affect the said River Lee, shall be constructed and executed in all respects in accordance with a plan signed by the engineer of the promoters of the said Bill, and by the said Mr. Child, or other such engineer of the Conservancy Board, and verified by the signature of the chairman of the committee to whom the said Bill may be referred.

3. The said new cut shall consist of a lock leading from the River Thames into such new cut of a half-tide basin immediately adjoining the northern end of such lock, and of a cut or canal leading from the said half-tide basin to the said union with the said existing Limehouse cut, and such new cut shall be of such dimensions and constructed of such materials and in such manner as herein-after are prescribed; (that is to say,)

(a.) Such new cut shall, throughout the whole length thereof (except at the said lock and half-tide upper gates), be not less than sixty-three feet in width between the banks thereof, and shall, throughout the whole length of the eastern side thereof, be provided with a suitable towing-path of at least twelve feet in width, including the site of the fence wall adjoining the same, and such new cut shall, throughout that portion thereof which shall lie above or to the north of the said half-tide basin, be of such a depth as to keep the water therein of a uniform depth of ten feet from the level of Trinity high-water mark, and the banks or sides thereof shall be perpendicular, and be constructed of walls of brick or stone throughout, and the copings of such walls (which coping shall be of stone) shall be three feet above the said level of Trinity high-water mark, and such new cut, and all the works and conveniences connected therewith, shall be enclosed for the whole length on the eastern side thereof with a substantial boundary or fence wall of not less than six feet in height from the surface of the said towing-path, and with or without openings in such wall, as the said Mr. Child, or such other engineer as aforesaid, shall determine, and

A.D. 1875.  
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shall be enclosed throughout the western side of the said half-tide basin and lock with a similar wall, but without doorways.

(b.) The said half-tide basin shall be not less than two hundred feet in length between the upper and lower gates thereof, and of a uniform depth of water of twelve feet, reckoning from the level of Trinity high-water mark, and shall be of the same width, and with walled banks or sides of the same shape and materials and level, and with the towing-path of the same character, level, and width as those herein-before prescribed in reference to that portion of the said new cut which shall lie above or to the north of the said half-tide basin; and the upper gates of the said half-tide basin shall be of such a width as when open to afford a clear waterway through them of not less than twenty feet wide, and the sills of such gates shall be not less than ten feet below the level of Trinity high-water mark.

(c.) The said lock shall be constructed of stone or brick, and shall be not less than one hundred feet in length and twenty feet in width, with its upper sills not less than twelve feet and its lower sills not less than twenty-two feet below the level of Trinity high-water mark.

4. The Company shall also construct and deliver up to and vest in the Conservancy Board, at such points adjoining the said lock as the Conservancy Board shall direct, two houses for collectors of tolls, and two houses for lock-keepers, with proper collecting offices, outbuildings, and conveniences.

5. The proposed bridge over the said new cut at Fore Street shall be made of iron or stone, and shall be not less than thirty-two feet clear in the span, and with a clear height or headway (above the level of Trinity high-water mark) as near nine feet throughout as Parliament may authorise under the said Act, and any other bridge (if any) which the Company may require to construct over the said new cut shall be of a clear span of not less than the aggregate width of the waterway and the towing-path of the said new cut at the spot where such bridge shall cross such new cut, and shall be of a uniform minimum headway of not less than nine feet above the level of Trinity high-water mark.

6. The entrance from the River Thames into the said new cut shall not only be made in conformity with the plan so to be signed by the chairman of the said committee as regards form and dimensions, but the apron thereof shall be paved with Kentish rag stone, set in cement, at a level of not less than two feet below the lower or southern sill of the said lock, and the whole of such entrance and apron shall on both sides thereof be retained by thoroughly substantial walls of stone forming the wing walls of the said lock.

7. The Company shall, within one calendar month after the completion of the new cut and the said works and conveniences, at their own expense wall off and convey, or procure to be conveyed to the Conservancy Board for a nominal consideration, those portions of the land on either side of the said entrance to the said new cut which are coloured red on the said plan.

8. The Company shall erect on both the eastern and the western sides of the said entrance good and substantial wing walls of stone, as shown on the said plan, and shall on the western side, and immediately contiguous to the wing wall on that side, construct a pier for the convenience of the traffic to or from

the said new cut; and if from any cause beyond the control of the Company they shall be prevented from constructing such pier, the Company will construct a dolphin on the western side of such entrance at a point not exceeding forty feet to the southward of the embankment wall, the same to be of such form, materials, structure, and dimensions, and to be placed in such a position as the Conservancy Board shall prescribe.

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9. Neither the said new cut, nor any of the said works or conveniences connected therewith, nor any other works to be authorised by the said Act, and which shall affect the said River Lee, shall be commenced until the Company or their engineer shall have submitted full and detailed drawings and specifications of or relating to such works respectively to, and such drawings and specifications shall in writing have been approved of by, the said Mr. Child, or such other engineer of the Conservancy Board as aforesaid, and the decision of the said Mr. Child, or such other engineer as aforesaid, on such drawings and specifications respectively shall be given within one calendar month after the submission to him of such drawings and specifications respectively; and the said new cut, and all the said works and conveniences, and all other works affecting the said River Lee, shall be executed and completed to the reasonable satisfaction in all respects of the said Mr. Child, or such other engineer as aforesaid, and if any dispute shall arise between the Company and the Conservancy Board either upon the said drawings and specifications, or any of them, or upon the execution or completion of the said several works, or any of them, such dispute shall be referred to and conclusively determined by an engineer to be agreed on between the parties, or failing agreement, an engineer to be appointed on the request of either party by the President for the time being of the Institution of Civil Engineers, the cost of any such reference being in the discretion of the referee.

10. The Company shall at all times maintain in good and substantial repair the western wall of that portion of the said new cut which shall lie to the north of the said upper gates of the said half-tide basin, and shall fix and maintain in such western wall such a number and kind of mooring rings as the Conservancy Board shall from time to time require, and the Conservancy Board, and all persons navigating barges or other craft on the Lee Navigation, shall be entitled to moor barges and other craft to such mooring rings; and the Company, in the character of owners of the adjoining land, shall be at liberty to moor barges and other craft to such mooring rings for the purpose of loading and unloading, subject nevertheless to the byelaws, rules, and regulations of the Conservancy Board for the time being in force affecting the navigation of the said River Lee or the said new cut.

11. The Company will and shall at their own expense, in all things and before or concurrently with the completion of the said new cut, works, and conveniences, and to the satisfaction of the Conservancy Board or their counsel, acquire and effectually convey to or vest in the Conservancy Board in fee simple in possession, free from incumbrances, the said new cut, works, and conveniences and all the lands on which the same shall be situated, and the Conservancy Board shall at all times, from and after the completion of the said new cut, works, and conveniences, have and enjoy exclusive control and jurisdiction over such

A.D. 1857. — new cut, works, and conveniences, and neither the Company nor any of its officers, nor any other body, authority, or person, shall have or exercise any authority over the same or any part thereof.

12. The Company will and shall at all times effectually indemnify the Conservancy Board from and against all claims to compensation by reason or in consequence of the taking of the said lands required for the said new cut, works, and conveniences, or any of them, or by reason or in consequence of the execution of the said works or any of them; and the Company, if incorporated, will and shall, on demand, pay to the Conservancy Board all reasonable costs, charges, and expenses (as between solicitor and client), as well legal and engineering as of any other character, which shall be incurred by the Conservancy Board in or about the preparations for and the execution of the said new cut, works, and conveniences, and the conveyance and vesting of the lands, or otherwise the giving effect to these presents or anything herein contained; and it is hereby declared that these presents are made subject to such alterations as Parliament may think fit to make therein. In witness whereof the said parties hereto of the first part have hereunto set their hands and seals, and the Lee Conservancy Board hath hereunto affixed their common seal, the day and year first above written.

J. FORTESCUE HARRISON.	(L.S.)
JAMES GOODSON.	(L.S.)
J. E. F. AYLMER.	(L.S.)
C. WHETHAM.	(L.S.)
CHAS. MAGNAY.	(L.S.)
A. G. DICKSON.	(L.S.)
ARTHUR JOHN OTWAY.	(L.S.)
R. W. GROSVENOR.	(L.S.)

Signed, sealed, and delivered by the above-named James Fortescue Harrison, James Goodson, John Evans Freke Aylmer, Charles Whetham, Charles Magnay, and Alexander George Dickson, in the presence of

EDMUND S. PARKER,  
Clerk to Messrs. Newman, Dale, Stretton,  
& Hilliard,  
Solicitors, 75, Cornhill, E.C.

Signed, sealed, and delivered by the above-named Arthur John Otway and Robert Wellesley Grosvenor in the presence of

CHRISTN. OSLAND,  
Clerk to Messrs. Newman, Dale, Stretton,  
& Hilliard,  
Solrs., 75, Cornhill, London.

THE THIRD SCHEDULE.

AGREEMENT made the twenty-fifth day of March one thousand eight hundred and seventy-five, between Alfred Blyth, of 38, Westbourne Terrace, in the county of Middlesex, Esquire, of the first part, Alfred Blyth the younger, and Henry David Blyth, both of Fore Street, Limehouse, in the said county of Middlesex, carrying on business as ironfounders and marine engineers under the style of "J. and A. Blyth," of the second part, and James Goodson, of the Guardian Insurance Company, Lombard Street, Esquire, and John Evans Freke Aylmer, of Woodfield, Streatham, in the county of Surrey, Captain in the Army (two of the promoters of a Bill now pending in Parliament, intituled "An Act for incorporating the Regent's Canal and Dock Company; for the transfer to them of the undertaking of the Regent's Canal Company; for the authorising the construction of works; for improving and providing additional accommodation in connexion with that undertaking; 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 above-mentioned name of the Regent's Canal and Dock Company, having for the objects of its incorporation the purposes referred to in the title to their Act: And whereas the said Alfred Blyth (subject to the herein-after mentioned tenancy of his sons the said Alfred Blyth the younger and Henry David Blyth) is seised of or otherwise entitled to the hereditaments and premises in the parish of Saint Anne, Limehouse, in the county of Middlesex, delineated in the plan hereto annexed, as to the parts coloured red, for an estate of inheritance in fee simple in possession; as to the parts coloured dark green, as holding leases thereof at nominal rents for terms of years, of which two centuries have still to expire; as to the parts coloured light green, as holding leases thereof at the several rents of twenty pounds and ten pounds for terms the shorter of which will expire at Lady Day one thousand eight hundred and ninety-nine; as to one undivided moiety of the part coloured yellow as tenant in fee, according to the custom of the manor of Stebunheath, otherwise Stepney, in the county of Middlesex, and as to the other undivided moiety of the same part, as holding a lease for a term of years which will expire at Lady Day one thousand eight hundred and seventy-six; and the said Alfred Blyth has permission from the Thames Conservancy to embank on the small piece of land marked A on the said plan: And whereas the said Alfred Blyth the younger and Henry David Blyth carry on the business of ironfounders and marine engineers in copartnership, and as such are tenants and occupiers of the said premises under the said Alfred Blyth; And whereas the said hereditaments and premises, or the greater part

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thereof, were or was intended to be taken by the said Company for the purposes of their undertaking, and the said Alfred Blyth, Alfred Blyth the younger, and Henry David Blyth presented a petition against the passing of the said Bill: And whereas the following terms for the withdrawal of the opposition of the said Alfred Blyth, Alfred Blyth the younger, and Henry David Blyth to the Bill have been proposed and accepted: Now it is hereby mutually agreed between the said Alfred Blyth, Alfred Blyth the younger, Henry David Blyth, and the said James Goodson and John Evans Freke Aylmer, on behalf of themselves and of other the promoters aforesaid, as follows; that is to say,

1. When a proper clause confirming this agreement, as herein-after stipulated, shall have been inserted in the said Bill and approved by the committee, the said Alfred Blyth, Alfred Blyth the younger, and Henry David Blyth shall forthwith withdraw the petition so presented by them against the said Bill, and shall not, either directly or indirectly, in either House of Parliament oppose or sanction or procure 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 these presents.

2. In the event of the said Bill passing into an Act of Parliament during the present session without substantial alterations or limitations of the dock and other works by the said Bill proposed, and in the event of the Company making an actual commencement of the works by the said Bill authorised south of the line of the London and Blackwall Railway Company, the Company shall, within one month after such actual commencement of works as aforesaid, give to the said Alfred Blyth, Alfred Blyth the younger, and Henry David Blyth (herein-after collectively called the vendors) a notice to treat (in accordance with the provisions of "The Lands Clauses Consolidation Act, 1845,") for the hereditaments and premises herein-before mentioned, and thereupon the vendors shall sell, and the said Company shall purchase, at the price or sum of seventy-three thousand five hundred pounds, all the aforesaid estate and interest of the said Alfred Blyth, and of the said Alfred Blyth the younger, and Henry David Blyth, and of each of them, of and in the same hereditaments and premises.

3. The said Company on giving the said notice to treat shall pay to the vendors the sum of twenty thousand pounds on account of the said purchase money, but shall not be entitled to possession of the said hereditaments and premises, or any part thereof, or to any rents, profits, or benefit in respect thereof, until after payment of the balance of the said purchase money or sum of seventy-three thousand five hundred pounds, which balance shall be paid on the expiration of six calendar months from the delivery of the said notice to treat.

4. If from any cause whatever either of the said sums be not so paid as in the last preceding clause provided for the said Company shall pay interest thereon respectively to the vendors, at the rate of five pounds per centum per annum, from the day on which they respectively ought to have been paid to the day on which the same may be actually paid.

5. On payment of the balance of the said purchase money (with interest, if any, become payable) the said Company shall be entitled to the possession of



the said hereditaments and premises for all the estate and interest hereby contracted to be sold ; but during the said six calendar months from the delivery of the said notice to treat the said Alfred Blyth, the younger, and Henry David Blyth shall be entitled to retain possession, and shall have full and free liberty within that period or such enlarged time as (if any) shall be agreed on to remove all their plant, steam and other engines, machinery, fittings, fixtures, (including wood and iron fixings, stone and brick foundations,) stock-in-trade, goods manufactured and in process of manufacture, tools, utensils, implements, and effects for the time being on and about the said hereditaments and premises.

6. The suit of Blyth v. The Regent's Canal Company (1873. B. No. 388) shall not be further prosecuted while the said Bill for the incorporation of the said Regent's Canal and Dock Company shall be pending, and (unless before the date of the transfer of the undertaking of the said Regent's Canal Company to the said Company such suit shall have been dismissed, and the costs thereof paid to the plaintiffs,) the said suit shall be dismissed with costs, to be paid by the Company as soon as conveniently may be after the service of the said notice to treat, such costs, charges, and expenses in either case to be taxed as between solicitor and client in case the parties differ.

7. The Company, on payment in full of the purchase money, with interest (if any) as aforesaid, shall be entitled to a proper assurance or assurances of the property, such assurance to be prepared by and at the expense of the Company. The property is sold by the vendors free from all incumbrances whatsoever.

8. The conditional purchase hereby agreed to be made shall have all the incidents and consequences, both as to title, payment of the purchase money, costs, and otherwise (except where otherwise hereby specially provided for), of a purchase pursuant to notice to treat under "The Lands Clauses Consolidation Act, 1845."

9. The purchase money hereby conditionally agreed to be paid is to be taken as including compensation for severance (if any), and for all loss, damage, or injury sustained by the said Alfred Blyth, Alfred Blyth the younger, and Henry David Blyth, or either of them, their or either of their executors, administrators, or assigns, of any nature or kind soever arising from the taking of the said premises (if so taken as aforesaid) for the purposes of the said undertaking and works.

10. This agreement shall be expressly noticed in and shall be scheduled to the Company's 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 James Goodson and John Evans Freke Aylmer, 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 vendors) ratify and confirm this agreement under their common seal.

11. The Company shall pay to the vendors all their costs, charges, and expenses of and relating to the preparation, presentation, and withdrawal of

A.D. 1875. — 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 fifty pounds; and shall, in the event of the notice to treat being given as aforesaid, also pay the fee of the vendors surveyor, which has been agreed at four hundred pounds (in full).

12. Except in respect of the said costs, charges, and expenses, neither the said James Goodson and John Evans Freke Aylmer, nor other the promoters aforesaid, shall, nor shall either of them, incur any personal responsibility to the vendors, 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.

In witness whereof the said parties to these presents have herunto set their hands.

(Sigd.) ALFRED BLYTH.  
ALFRED BLYTH, JR.  
HENRY DAVID BLYTH.  
J. E. F. AYLNER.  
JAMES GOODSON.

Signed by the above-named Alfred Blyth and  
Alfred Blyth the younger in the presence  
of

(Sigd.) WILLIAM DANIEL,  
Clerk to Messrs. Lakes & Co.,  
10, New Square,  
Lincoln's Inn.

Signed by the above-named Henry David Blyth  
in the presence of

(Sigd.) HENRY HOLMES,  
Clerk to Messrs. Lakes & Co.,  
10, Lincoln's Inn, Solrs.

Witness to the signature of the said John Evans  
Freke Aylmer,

WM. PRESTON WILLINS, Solr.,  
Clerk to Messrs. Newman & Co.,  
Solrs., 75, Cornhill, London.

Witness to the signature of the said James  
Goodson,

CHRISTN. OSLAND,  
Clerk to Messrs. Newman & Co.

THE FOURTH SCHEDULE.

AN AGREEMENT made the seventeenth day of April one thousand eight hundred and seventy-five between William Baker, of 2, Cambridge Terrace, Regent's Park, in the county of Middlesex, Esquire, and Frederick Young, of 5, Queensbury Place, Cromwell Road, South Kensington, in the county of Middlesex, Esquire, of the first part; Alfred Christopher Dowson, of Bridge Dock, Limehouse, in the said county of Middlesex, at present residing at Mentone in France, shipwright, of the second part; John Alger Worth, of Bridge Dock, Limehouse, aforesaid, shipwright, of the third part, and James Goodson, of the Guardian Insurance Company, Lombard Street, in the city of London, Esquire, and John Evans Freke Aylmer, of Woodfield, Streatham, in the county of Surrey, Captain in the Army (two of the promoters of the Bill herein-after mentioned), on behalf of themselves and all other the promoters of the said Bill, herein-after called "the promoters," of the fourth part: Whereas the promoters have caused to be introduced into Parliament a Bill for incorporating the Regent's Canal and Dock Company, for the transfer to them of the undertaking of the Regent's Canal Company, for authorising the construction of works, for improving and providing additional accommodation in connexion with that undertaking, and for other purposes; and by the said Bill have proposed that they and all other subscribers should be incorporated as a company for these purposes, which intended company is herein-after referred to as "the Company," and by the said Bill have sought powers over the lands herein-after mentioned: And whereas the parties hereto of the first, second, and third parts have presented a petition in opposition to the said Bill: And whereas the promoters have requested the parties hereto of the first, second, and third parts to withdraw their opposition to the said Bill, and in consideration thereof have agreed to the terms herein-after contained: And whereas the said Alfred Christopher Dowson is beneficially entitled to the copyhold premises herein-after mentioned and hereby agreed to be sold, being copyhold of the manor of Stepney in the county of Middlesex, with the appurtenances, for an estate of inheritance in possession to him and his heirs according to the custom of the said manor, and is also entitled to the leasehold premises herein-after mentioned and hereby agreed to be sold, with the appurtenances, for the residue of the term or terms sub-

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sisting therein: And whereas the legal estate in the said premises, or some of them, is outstanding in the said William Baker and Frederick Young: And whereas the said Alfred Christopher Dowson and John Alger Worth carry on the business of shipwrights in copartnership, and as such are tenants of the said premises, and occupiers of some portions of them, and have let other portions of the said premises to under-tenants: Now the said William Baker, Frederick Young, Alfred Christopher Dowson, and John Alger Worth (herein-after called "the vendors") and the Company agree as follows:

1. The parties hereto of the first, second, and third parts shall neither directly nor indirectly further oppose the passing of the Bill in either House of Parliament on condition of such clauses as herein-after mentioned being included in the Bill as passed.

2. In the event of the said Bill passing into an Act of Parliament during the present session, with power to extend the Regent's Canal Dock beyond its present limits, or with power to shut up the present Lee Cut, and in the event of the Company by the said Bill incorporated (herein-after called "the Company") making an actual commencement of any works by the said Bill authorised south of the line of the London and Blackwall Railway Company, the Company shall, within one month after such commencement, give to the parties hereto of the first, second, and third parts (herein-after called "the vendors") a notice to take, in accordance with the provisions of "The Lands Clauses Consolidation Act, 1845," and thereupon the vendors shall sell, and the Company shall purchase, at the price and upon the terms herein-after stated, all the interests of the vendors, or any of them, in the dry dock, wharves, messuages, buildings, hereditaments, and premises known as Bridge Dock, situate in the parish of Saint Anne, Limehouse, in the county of Middlesex, delineated in the plan thereof drawn in the margin of this agreement, and therein coloured pink, which said hereditaments are partly copyhold of the manor of Stebonheath, otherwise Stepney, partly leasehold for various terms, and, as to a small portion thereof on the western side of the dock, held on a yearly tenancy on the terms of an expired lease, and also all the interest of the vendors, if any, in certain small portions of land formerly part of the bed of the River Thames, which said portions form, or are believed to form, part of the premises occupied by the said Messieurs Dowson and Worth as part of their said wharf and premises, and their respective appurtenances, all which hereditaments and premises are sold for all the interest of the vendors therein, whatever it may be, subject to the rights and interests of any under-tenants of the vendors, or any of them, but otherwise free from incumbrances.

3. The price shall be fifty-nine thousand pounds, to be paid by the Company to the said vendors in manner following; (that is to say,) the sum of ten thousand pounds, part thereof, on the service of the said notice to take, and the sum of forty-nine thousand pounds, the remainder thereof, within six months after such service, at the office of Messieurs Baker and Nairne, 3, Crosby Square, in the city of London, the vendors solicitors, or in such other manner as the vendors may direct; and if from any cause whatever either of the said sums be not so

paid within the times aforesaid, then the Company is to pay interest thereon respectively, at the rate of five pounds per centum per annum, from the day on which they respectively ought to have been paid to the day on which the same may be actually paid. Upon payment in full of the said sums at the times and in manner aforesaid the Company is to be entitled to possession or to the rents and profits from the day when the purchase money shall have been so paid in full, down to which time all outgoings shall be paid by the vendors, and until the same time the vendors shall be entitled to possession, and to the rents and profits of the premises, notwithstanding that interest may have become payable and have been paid under the stipulations herein contained and in addition to such interest: Provided also, that if the Company shall not within three years of the passing of their Act give to the vendors such notice to take as aforesaid, it shall be lawful for the vendors at any time thereafter, at their option, to rescind this agreement by written notice addressed and posted to the secretary of the Company.

4. The Company, on payment in full of the purchase money as aforesaid, shall be entitled to a proper assurance or proper assurances of the property, such assurance or assurances to be prepared by and at the expense of the Company, and to be left not less than seven days before the day on which the remainder of the purchase money ought to be paid at the office aforesaid.

5. The Company shall accept a statutory declaration that the vendors, or some of them, and their predecessors in title, have been in undisputed possession of the property hereby conditionally agreed to be sold for a period of not less than thirty-five years as a sufficient title to the premises, and the Company, on being furnished with such statutory declaration, shall not be entitled to make any objection or requisition in respect of title, or to require the vendors to produce or verify any title, or to distinguish the copyhold and leasehold or other parts of the property agreed to be sold, or to specify the portions supposed to be encroachment on the river, or to show whether such portions exist; but the vendors shall at any time, when requested, after the payment of the said sum of ten thousand pounds on account of the purchase money, furnish the Company, for their convenience, with all such abstracts and other particulars, and shall produce all such deeds and documents of title, as the vendors may have in their possession and the Company may desire to see, and shall give the Company all such information as the vendors may be able to procure and the Company may reasonably desire to have; and inasmuch as some of the buildings formerly on the premises have been pulled down and removed in past years, and in consequence thereof much difficulty may be found in identifying the property agreed to be sold with that mentioned in the muniments of title, no error, omission, or mis-description or non-identification of the property shall affect the sale or make any diminution in the purchase money.

6. In the event of such notice to take being given as aforesaid, the Company shall, in addition to the purchase money aforesaid, and concurrently with the payment thereof, pay all the solicitor's costs incurred directly or indirectly in connexion with this sale and purchase on the basis and according to the scale approved by the Council of the Incorporated Law Society of July one thousand eight hundred and seventy-three, and the costs of the vendors

A.D. 1875. — proceedings in Parliament shall be excepted from such scale, and be paid by the Company in addition thereto; and in the event last aforesaid the Company shall also pay three hundred and twenty-five pounds for the vendors surveyor's charges in full; and in the event of the purchase from any cause not being completed before the thirty-first day of December one thousand eight hundred and seventy-six, the Company shall also pay to the vendors the value of any repairs, alterations, or additions which they may have made to the premises subsequent to that date, such value to be ascertained by arbitration in like manner as compensation is ascertained under "The Lands Clauses Consolidation Acts."

7. The sale shall not be taken to include anything except the land itself, with any easements or incorporeal appurtenances belonging thereto, and any houses or other roofed buildings thereon, apart from any fixtures therein; and with the exception of such houses and buildings as aforesaid all erections, fixtures, and things of whatsoever kind upon the premises agreed to be sold shall remain the property of the vendors, and may be severed and removed by them.

8. The conditional purchase hereby agreed to be made shall have all the incidents and consequences, both as to title, payment of purchase money, costs, and otherwise (except where otherwise hereby specially provided for) of a purchase pursuant to notice to take under "The Lands Clauses Consolidation Acts;" but it shall not be competent to the Company to serve any notice to take, or to exercise any compulsory powers in respect of any of the property of the vendors hereby agreed to be sold, except as herein-before provided for.

9. The purchase money hereby conditionally agreed to be paid is to be taken as including compensation for severance, if any, and for all loss, damage, or injury sustained by the said vendors, or either of them, their or either of their executors, administrators, or assigns, of any nature or kind soever arising from the taking of the said premises, if so taken as aforesaid, for the purposes of the said undertaking and works.

10. If the construction of any of the works or any part of the undertaking of the Company before completion of the said purchase in manner aforesaid, or before the Company are entitled to take possession of the premises, shall impede the docking and undocking of vessels at the vendors dock, or in any manner prejudice or affect their said premises and business, the Company shall compensate the vendors for all injury and loss which they may sustain, and the amount of such compensation shall, in case of difference, be ascertained and determined by arbitration in the usual way.

11. If such Act as aforesaid shall not pass in the session of Parliament of the year one thousand eight hundred and seventy-five, all the clauses and stipulations aforesaid shall be void, and the parties hereto of the fourth part shall pay to the vendors the sum of two hundred pounds for the trouble and expense to which they have already been and may hereafter be put in connexion with the said Bill.

12. No personal obligation shall attach to the promoters in respect of the foregoing stipulations, except in respect of the costs and expenses mentioned and referred to in the last above-written clause.

13. Clauses to be first approved by the vendors shall be introduced into the said Bill giving effect to the provisions aforesaid, and making them binding on the Company, and this agreement shall be expressly noticed in and shall be scheduled to the Company's Act now pending, and shall be thereby confirmed so as to bind the Company according to the terms and conditions hereof, and shall take effect as if the Company were parties hereto instead of the said James Goodson and John Evans Freke Aylmer, 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 vendors) ratify and confirm this agreement under their common seal. In witness whereof the said parties to these presents have hereunto set their hands the day and year first above written.

A.D. 1875.  
—

WM. BAKER.  
FREDERICK YOUNG.  
ALFRED CHRISTOPHER DOWSON (by  
PERCEVAL ALLEYN NAIRNE, his attorney).  
JNO. ALGER WORTH.  
JAMES GOODSON.  
J. E. F. AYLMER.

Witness to the signature of the above-named  
Frederick Young,

WILLIAM LONG,  
Clerk to Baker & Nairne,  
Solrs.,  
3, Crosby Square, London.

Witness to the signatures of the above-named  
William Baker, Alfred Christopher Dowson  
(by Perceval Alleyne Nairne, his attorney),  
and John Alger Worth,

F. ARNOLD BAKER,  
3, Crosby Square, London,  
Solicitor.

Witness to the signature of the said James  
Goodson,

CHRISTN. OSLAND,  
Clerk to Messrs. Newman & Co., Solrs.,  
75, Cornhill, E.C.

Witness to the signature of the said John Evans  
Freke Aylmer,

WM. PRESTON WILLINS,  
Solicitor,  
Messrs. Newman & Co.,  
75, Cornhill, E.C.

A.D. 1875.

THE FIFTH SCHEDULE.

AN AGREEMENT made the first day of May one thousand eight hundred and seventy-five between John Walker and Charles Hoggart Walker, trading as "Taylor, Walker, & Co.," of the Limehouse Brewery, Limehouse, in the county of Middlesex, brewers, by Peter Gellatly, their attorney and duly authorised agent in this behalf, of the first part, and James Goodson, of the Guardian Insurance Company, Lombard Street, in the city of London, Esquire, and John Evans Freke Aylmer, of Woodfield, Streatham, in the county of Surrey, Captain in the Army (two of the promoters of the Bill herein-after mentioned), on behalf of themselves and all other the promoters of the said Bill, for whom the said parties hereto of the second part declare that they are authorised to contract, herein-after called the promoters, of the second part: Whereas the promoters have caused to be introduced into Parliament a Bill for incorporating the Regent's Canal and Dock Company, for the transfer to them of the undertaking of the Regent's Canal Company, for authorising the construction of works, for improving and providing additional accommodation in connexion with that undertaking, and for other purposes; and by the said Bill have proposed that they and all other subscribers should be incorporated as a company for these purposes, which intended company is herein-after referred to as "the Company," and by the said Bill have sought powers over the lands herein-after mentioned: And whereas the parties hereto of the first part are opposing the said Bill in Parliament: And whereas the promoters have requested the parties hereto of the first part to withdraw their opposition to the said Bill, and in consideration thereof have agreed to the terms herein-after contained: And whereas the said John Walker and Charles Hoggart Walker are entitled to the premises herein-after mentioned and hereby agreed to be sold, with the appurtenances, for an estate of inheritance in fee simple in possession, free from incumbrances, save as to the tap-house mentioned in the 14th clause of this agreement to a lease held by Mary Ann Farguson, and carry on the business of brewers on the said premises or part thereof: Now the said John Walker and Charles Hoggart Walker, herein-after called "the vendors," and the promoters on behalf of the Company agree as follows:

1. The vendors shall not continue their opposition to the said Bill on condition of such clauses as are herein-after mentioned being inserted in the Bill as passed, and so soon as such clauses shall be finally passed.



2. In the event of the said Bill passing into an Act of Parliament during the present session authorising the Company to widen Fore Street, or make the intended new street or the new cut, or make the new platform and wharf respectively mentioned in the said Bill, and in the event of the Company making an actual commencement of any works by such Act authorised south of the line of the London and Blackwall Railway Company, the Company shall, within one month after such commencement, give to the vendors a notice to take the premises of the vendors herein-after described, and thereupon the vendors shall be deemed, as from the date of such notice, to have sold, and the Company shall, as from the same date, be deemed to have purchased, at the price and for the considerations in money, land, and otherwise, and upon the terms herein-after stated, all those two several pieces or parcels of land situate in the parish of Saint Anne, Limehouse, in the county of Middlesex, delineated on the plan hereto annexed, and signed by Charles Dunch, the vendors surveyor, and Edwin Thomas, the Company's engineer, and therein coloured red.

3. The money price shall be three thousand five hundred pounds, to be paid by the Company to the vendors in manner following; (that is to say,) the sum of one thousand pounds, part thereof, on the service of the said notice to take, and the sum of two thousand five hundred pounds, the remainder thereof, within three months after such service, at the office of Messieurs Gellatly, Son, and Warton, of No. 2, Lombard Court, in the city of London, the vendors solicitors, or in such other manner as the vendors may direct; and if from any cause whatever either of the said sums be not so paid within the times aforesaid, then the Company is to pay interest thereon, at the rate of five pounds per cent. per annum, from the days on which they respectively ought to have been paid to the day or days on which the same may be actually paid, or, at the option of the vendors, to be signified by written notice addressed and posted to the secretary of the Company at the principal office of the Company, this contract may, in the event of default in payment within the time specified as aforesaid of either of the said sums, be rescinded by the vendors as far as the same shall then remain unperformed, and notwithstanding anything which may have been done under the same. Upon payment in full of the said sums at the times and in manner aforesaid the Company is to be entitled to possession of the premises hereby agreed to be sold (except the site of the tap-house leased to the said Mary Ann Farguson) from the day when the purchase money shall have been so paid in full, down to which time all outgoings shall be paid by the vendors, and until the same time the vendors shall be entitled to possession of the premises, notwithstanding that interest may have become payable and have been paid under the stipulations herein contained, and as to the part of the site of the said tap-house comprised in this sale possession thereof shall be given to the Company when the new tap-house herein-after referred to shall have been completed, and the vendors shall use due diligence in and about completing the same: Provided also, that if the Company shall not, within three years of the passing of their Act, have fully performed all the stipulations herein contained on their part to be performed, so far as the same relate to the conveyance of land by the Company to the vendors, and have given to the vendors such notice to take as aforesaid, it shall be lawful for the vendors at any time thereafter, at

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4. The Company, on payment in full of the purchase money and performance of their stipulations as aforesaid, shall be entitled to a proper assurance or proper assurances of the property, such assurance or assurances to be prepared by and at the expense of the Company, and to be left not less than seven days before the day on which the remainder of the purchase money ought to be paid at the offices of the vendors solicitors aforesaid.

5. The vendors shall, at the expense of the Company, at any time when requested, after payment of the said sum of one thousand pounds on account of the purchase money, furnish the Company with all such abstracts and other particulars, and shall, at the like expense, produce all such deeds and documents of title as the vendors may have in their possession and the Company may desire to see, and shall give the Company (at the expense of the Company) all such information as the vendors may be able to procure and the Company may desire to have.

6. In the event of such notice to take being given as aforesaid, the Company shall, in addition to the purchase money aforesaid, and concurrently with the payment of the balance thereof, pay all the vendors solicitors and other costs and expenses incurred directly or indirectly in connexion with this sale and purchase, any difference arising as to the amount of such costs and expenses to be referred to the decision of the President for the time being of the Incorporated Law Society.

7. The sale shall not be taken to include anything except the land itself, with any easements or incorporeal appurtenances belonging thereto, and notwithstanding such sale all messuages, buildings, erections, fixtures, and things of whatsoever kind upon the premises agreed to be sold shall remain the property of the vendors, and may be severed and removed by them; provided that this stipulation shall not interfere with the right of the Company to acquire for their use the fixtures in the tap-house which belong to the tenant.

8. It shall not be competent to the Company to exercise any compulsory powers (other than the powers conferred upon them by this agreement) in respect of any of the property of the vendors (so far as their interest therein is concerned) other than such as shall be situate to the westward of the proposed new cut, nor to exercise the powers hereby conferred except within two months after such commencement of works as aforesaid, and then subject to all the stipulations, as to price and otherwise, herein contained, and shall not exercise any compulsory powers in respect of any such property of the vendors to the westward of the said proposed new cut except under notices to treat, all of which shall have been served after the Company shall have fixed the positions of all the entrances to their premises pursuant to clause 15 of this agreement, and shall have furnished the vendors with a plan showing such positions, and not later than the service of the earliest notice to treat for the acquiring of any property south of the line of the said London and Blackwall Railway Company, and not later than two months before the expiration of the compulsory powers of the Company under such Act as aforesaid.

9. The purchase money and other considerations and compensations herein stipulated to be paid and given are to be taken as including compensation for severance, if any, and for all the damage or injury sustained by the vendors of any nature or kind soever which may arise from the taking of the said premises hereby agreed to be sold, but is not to include compensation in respect of any other property of the vendors which the Company may take or prejudicially affect.

10. If any damage shall be done to or sustained by the vendors property other than that hereby agreed to be sold, or any loss, damage, or injury shall be sustained by them in consequence of or arising out of the execution of the Company's works, or any of them, but not of the user thereof, the Company shall compensate the vendors for all such loss, damage, or injury; and the amount of such compensation shall, in case of difference, from time to time be ascertained and determined by arbitration on the same principle, in the like manner, and with the like consequences as in the case of ordinary arbitrations conducted under "The Lands Clauses Consolidation Act, 1845," and other statutes applicable thereto.

11. If after payment of the said sum of three thousand five hundred pounds, or any part thereof, the Company shall fail to comply with any of the stipulations herein contained, the said sum or sums so paid shall be thereupon forfeited, and the vendors shall be at liberty to retain the said sum or sums and the said premises, and for that purpose to have the right forthwith to re-enter and take possession of the premises, without the necessity of taking any proceedings in ejectment or otherwise for that purpose.

12. In the event of the said Bill passing into an Act of Parliament during the present session, and in the event of a notice to take being given under the provisions of this agreement, the Company shall acquire and convey to the vendors the fee simple in possession of the three several pieces or parcels of land, together with the messuages, wharf, and buildings, or parts of buildings, thereon, delineated in the said plan, and therein respectively coloured blue, together with so much of the foreshore of the River Thames as may belong or be appurtenant to or abut on the said piece of land coloured blue in the said plan, and shall make a good title thereto, and shall procure and hand over to the vendors all the muniments of title thereto to which the Company shall themselves have become entitled: Provided nevertheless, that such pieces as last aforesaid are to be conveyed by the Company to the vendors in order that they may have the control of the entrance to their dock, and in lieu of any claim by them in consequence of any permanent obstruction to the approaches to the vendors premises which may be occasioned by the construction and use of the proposed new entrance for the River Lee Conservancy, or of the river wall, embankment, and staging.

13. The Company shall embank the said foreshore so to be conveyed to the vendors with a wall similar to that to be constructed for the Lee Conservancy immediately to the westward of the said foreshore, such embankment to be made to the extent shown by a red line in the said plan, and the Company shall also make good the existing wharf to the new embankment, and leave the

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14. In the event of the said notice to take being given as aforesaid, the Company shall pay to the vendors two thousand pounds as compensation for injury to their tap-house, and to enable them to erect a new tap-house, and shall also pay the expense of applying to the magistrates for a license for such new tap-house when erected, such payment of two thousand pounds to be made at the time the Company gives the notice to take, mentioned in Article 2, and the Company shall at the same time acquire the lessees interest in the present tap-house of the vendors, and which consists of nine and a half years unexpired from Midsummer next, at a rent of three hundred pounds per annum, reducible under certain conditions to one hundred and twenty pounds per annum, and shall forthwith thereafter surrender and give possession thereof to the vendors.

15. The vendors shall have the exclusive right to select from any part or parts of the lands delineated on the deposited plans, and described in the books of reference referred to in the said Bill, any number (not exceeding three) of suitable and convenient sites adjacent to or in the neighbourhood of the entrance or entrances to the Company's premises in or south of the Commercial Road, or any of them, the area of each site not to exceed two thousand five hundred superficial feet, and for the purpose of facilitating such selection the Company shall fix and communicate to the vendors, in manner provided by Clause 8, the position of all the entrances to their said premises before the time the Company shall serve the first notice to treat as provided by Clause 8, and shall not be at liberty to vary the position of the said entrances so fixed without the consent of the vendors, and upon the vendors notifying to the Company that they have selected a site or sites the Company shall thereupon with all practicable speed, and before the expiration of their compulsory powers, serve the necessary notices to treat and acquire such site or sites, and shall, at their own expense in all things, from time to time make all necessary application or applications for, and use their best endeavours to procure, the transfer of one of the existing public-house licenses which shall have been acquired by the Company, or a new license to each such site, and upon an order or license being granted for the transfer of license respectively, as the case may be, and a confirmation thereof, the Company shall forthwith, in consideration of one thousand five hundred pounds to be paid by the vendors to them for each site so selected as aforesaid, convey to the vendors the fee simple in possession thereof respectively, and shall make a good title thereto, and (if the same do not relate to property of greater value, in which case the Company shall enter into or procure to be entered into with the vendors the usual covenants for production) shall procure and hand over to the vendors all the muniments of title thereto to which the Company shall themselves have become entitled, and upon the vendors completing the erection of a public-house or public-houses upon such site or sites, the Company shall thereupon, at the like expense, take all necessary steps to complete the transfer of such license or licenses to the vendors, or their nominee or nominees.

16. The intended new street shown in the deposited plans, from Fore Street to Ropemakers Fields, shall be continued northward by the Company to Northey Street of the width of thirty feet, and shall be completed to Northey Street and open for traffic before any part of Ropemakers Fields or Northey Street is interfered with.

17. In altering Fore Street eastward of the proposed new cut the Company shall not, without the consent of the vendors, deviate laterally or vertically from the line and levels shown in the deposited plans and sections, except to the extent permitted by "The Railways Clauses Consolidation Act, 1845." When the works in connexion with Fore Street eastward of the proposed new cut are completed it shall, if so required by the said vendors, be referred to an engineer to be appointed by the President of the Institution of Civil Engineers for the time being, or if he decline to appoint such arbitrator, then by arbitration under "The Common Law Procedure Act, 1854," to determine whether any alteration be required in their existing wharf in order that the same may be conveniently used in connexion with Fore Street as altered; and in the event of such arbitrator deciding alteration is required, the Company shall forthwith, at their own cost, execute the same to the satisfaction of such arbitrator, or if the arbitrator should be of opinion that such alteration should be effected by the said vendors, the Company shall pay to them the cost thereof as estimated by the said arbitrator.

18. The Company shall compensate the vendors for all public-houses, save the tap-house taken by them, in which the vendors are interested; such compensation shall be ascertained and determined by arbitration under "The Lands Clauses Consolidation Act, 1845," and the other statutes applicable thereto, and none of the provisions herein contained shall be taken as in satisfaction or part satisfaction of such compensation: Provided nevertheless, that in the determination of the price to be paid by the Company for any public-house property belonging to the vendors taken by them the element of loss of trade to the vendors brewery by any such taking as aforesaid shall not be admitted into consideration either directly or indirectly, but the house shall be valued as if it were a free house belonging to owners not brewers.

19. The vendors shall have the exclusive right of serving, through themselves or their tenants, the premises of the Company south of the said Commercial Road with malt liquors from their tap-house, or from such one of their public-houses as shall be nearest to such premises of the Company, at the same prices and of the same quality as that usually sold by them to the public from time to time at such tap-house or public-houses, and for that purpose the vendors or their tenants shall have access at all reasonable time to the Company's said premises south of the said Commercial Road, subject to such reasonable regulations as the Company may from time to time impose for the maintenance of order.

20. The Company shall not allow the license of any public-house which they may acquire south of the said Commercial Road to pass into the hands of any parties other than the vendors. Any difference arising out of this or the last clause shall be determined by arbitration pursuant to the provisions of "The Common Law Procedure Act, 1854."

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21. The position of the entrance to the new cut shall not be carried further to the eastward than as it is shown on the plans agreed upon with the River Lee Conservancy, or in any way altered without the consent in writing of the vendors.

22. The passage or thoroughfare known as White's Rents shall not be stopped or obstructed without the consent in writing of the vendors.

23. The new cut proposed to be made under the powers of the Act shall not be opened for traffic until the Company shall have fully performed all the stipulations contained in the Articles 13 and 14 of this agreement.

24. If such Act as aforesaid shall not pass in the session of Parliament of the year one thousand eight hundred and seventy-five all the clauses and stipulations aforesaid shall be void. The parties hereto of the second part shall on the passing of the said Act pay to the vendors the sum of two hundred pounds for the costs, charges, and expenses which they have already incurred and may hereafter incur in connexion with their said opposition and with these presents, and so soon as any sufficient capital shall be raised thereunder the Company shall within one month thereafter pay to the vendors the further sum of three hundred pounds for such costs and expenses.

25. No personal obligation shall attach to the parties hereto of the second part, or other the promoters, in respect of the foregoing stipulations.

26. A clause or clauses, first approved by the vendors, shall be introduced into the said Bill giving effect to the provisions aforesaid, and making them binding on the Company.

As witness the hands of the parties.

JOHN WALKER and CHARLES  
HOGGART WALKER,  
by P. GELLATLY,  
their attorney and agent.

JAMES GOODSON.  
J. E. F. AYLMER.

Signed by the said John Walker and Charles  
Hoggart Walker, by the said Peter Gellatly,  
in the presence of

HY. THOS. SAUNDERS,  
Clerk to Messrs. Gellatly, Son, & Warton,  
Solicitors,  
2, Lombard Court, E.C.

Witness to the signatures of James Goodson  
and John Evans Freke Aylmer,

EDMUND S. PARKER,  
Clerk to Messrs. Newman, Dale,  
Stretton, & Hilliard,  
75, Cornhill, E.C.