



CHAPTER cxiv.

An Act for conferring upon the Bute Docks Company additional powers in connexion with their docks and works at Cardiff for amending the Bute Docks Acts and for other purposes. A.D. 1888.
[24th July 1888.]

WHEREAS by the Bute Docks (Transfer) Act 1886 (in this Act referred to as "the Transfer Act") the Bute Docks at Cardiff in the county of Glamorgan were transferred to the Bute Docks Company by that Act incorporated (in this Act referred to as "the Company") : 49 & 50 Vict.
cap. lxxxvi.

And whereas by the Bute Docks Act 1882 (in this Act referred to as "the Act of 1882") and the Bute Docks (Further Powers) Act 1886 (in this Act referred to as "the Act of 1886") certain powers were conferred upon the trustees acting under the trusts created by the will of John Crichton Stuart Marquess of Bute deceased in concurrence with John Patrick Crichton Stuart the present Marquess of Bute in this Act referred to as the Marquess of Bute which powers are now by virtue of the Transfer Act vested in and exerciseable by the Company and include among other things power to construct a sea-wall or embankment therein described for the purposes of reclaiming a portion of the foreshore known as Cardiff Flats : 45 & 46 Vict.
cap. ccxlii.
49 & 50 Vict.
cap. cii.

And whereas it is expedient to authorise the variation or extension of the said sea-wall or embankment in this Act described and that such works or portions of works authorised by the Acts of 1882 and 1886 as may be rendered useless or unnecessary by the execution of the powers of this Act or any of them should be abandoned :

And whereas the Queen's most Excellent Majesty in right of Her Crown is or claims to be seised of the soil of the foreshore subject to or covered by the tidal waters or some part thereof upon which the works by this Act authorised or some part thereof will or may be constructed but the Marquess of Bute is or claims to be seised of the soil of the same foreshore or some part thereof :

And whereas it is expedient that the Company on the one hand and the Brecon and Merthyr Tydfil Junction Railway Company on

A.D. 1888. the other hand be empowered to enter into and carry into effect agreements as herein-after provided:

And whereas it is expedient that in connexion with and for the purposes of the Bute Docks the Company should be empowered to construct a certain aqueduct or conduit as in this Act provided:

And whereas it is expedient that the Bute Docks Acts 1865 to 1886 should be in divers respects amended and that certain provisions of the said Acts should be repealed:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and a book 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 Glamorgan and are in this Act respectively referred to as the deposited plans sections and book of reference:

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

Short title.

1. This Act may be cited as the Bute Docks Act 1888.

I.—PRELIMINARY.

Incorporation of general enactments.

2. The following enactments (as far as the same are applicable for the purposes of and are not varied by or inconsistent with this Act) are hereby incorporated with this Act (namely):—

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883;

The provisions of the Waterworks Clauses Act 1847—

With respect to the construction of the waterworks;

With respect to the breaking up of streets for the purpose of laying pipes; and

With respect to the provision for guarding against fouling the water of the undertakers.

Interpretation of terms.

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

A.D. 1888.

4. The Bute Docks Acts 1865 to 1886 as respectively amended by any subsequent Act and by this Act shall be construed together and the same shall be read and have effect with this Act as one Act and may be cited together as the Bute Docks Acts 1865 to 1888.

Construction
and effect of
Act.

II.—WORKS.

5. Subject to the provisions of this Act the Company may make execute and maintain in the lines and according to the levels shown on the deposited plans and sections the several works by this Act authorised and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose.

Power to
execute
works.

The works herein-before referred to include the works following with all such incidental works and conveniences connected therewith as the Company from time to time think fit (that is to say) :—

1. A variation or extension in a south-easterly direction of the south-eastern portion of the embankment or sea-wall authorised by the Act of 1882 as varied by the Act of 1886 to be wholly situate in or adjoining the parishes of Saint Mary Cardiff and Roath in the county of Glamorgan or one of them and commencing at a point on the said embankment one thousand four hundred and fifty feet or thereabouts measured in a south-easterly direction from the south-east corner of the Roath Dock and one thousand seven hundred and fifty feet or thereabouts measured in a southerly direction from the new outfall basin of the Cardiff main outfall sewer and terminating at a point on the said embankment one thousand feet or thereabouts measured in a south-easterly direction from the lighthouse at the southern end of the low-water pier and one thousand eight hundred and forty feet or thereabouts measured in a southerly direction from the watch-house at the north end of the said pier ;
2. An aqueduct or conduit to be wholly situate in the parish of Saint Mary Cardiff in the county of Glamorgan commencing at a point eighty feet or thereabouts measured in a southerly direction from the south-east corner of the bridge carrying the main line of the Taff Vale Railway over the Bute Docks feeder and terminating at a point fifty feet or thereabouts measured in a westerly direction from the north-east corner of the Bute East Dock.

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Limits of lateral and vertical deviation.

6. In the construction of the works by this Act authorised the Company may subject to the provisions of this Act deviate laterally from the lines thereof within the limits of deviation shown on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards or downwards.

Restricting limits of deviation.

7. No deviation of any works authorised by this Act within the limits of the deviation of which any public navigable tidal river or channel is included shall be made from the lines thereof as marked on the deposited plans even within the limits of deviation shown on such plans without the previous consent of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

Period for compulsory purchase of lands.

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

Power to abandon works rendered useless or unnecessary.

9. The Company may abandon and discontinue such of the works constructed or authorised under any of the Acts relating to the Company as may be rendered useless or unnecessary by the construction of the works by this Act authorised or which it may be necessary to remove or alter for the construction of the same.

Power to grant easements.

10. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may (if they think fit) subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company for the purposes of this Act any easement interest right or privilege (not being an easement of water required for the purposes of this Act) in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

For the protection of the London and North-western Railway Company.

11. For the protection of the London and North-western Railway Company (herein-after referred to as "the North-western Company") the following provisions shall apply and have effect:—

- (1.) The aqueduct or conduit by this Act authorised where it is intended to be carried under and alongside the railways lands and property of the North-western Company at Tyndall Street and all the works in connexion therewith and all maintenance repairs and renewals thereof shall be done and executed by the Company to the reasonable satisfaction in all respects and under the superintendence of the engineer for the time being of the North-western Company and at such times and with such due despatch as he shall reasonably approve And all such works matters and

things shall be constructed executed and done so as not to cause any injury to such railways lands or property or interruption to the passage or conduct of traffic over such railways ;

- (2.) If by reason of any works or proceedings of the Company or of their workmen or of the failure leakage or bursting of the said aqueduct or conduit the said railways lands and property of the North-western Company or any of the works thereof shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their expense and to the reasonable satisfaction of such engineer and in the event of their failing so to do or in case of emergency the North-western Company may make good the same and recover the reasonable expense thereof from the Company with full costs by all and the same means as any simple contract debt is recoverable and the Company shall also make good and repay to the North-western Company any loss damage or expenses which they may sustain or be put to by reason of the construction or failure of any of the said pipes or works or with respect to the interruption of the traffic passing over their said railways ;
- (3.) With respect to any lands which the Company are by this Act authorised to use enter upon or interfere with for the purpose of constructing or maintaining the said aqueduct or conduit where the same is intended to be constructed alongside or under the said railways lands and property of the North-western Company as aforesaid the Company shall not purchase or take the same but the Company may purchase or take and the North-western Company may and shall sell and grant accordingly an easement or right of using the same for the purposes of such construction ;
- (4.) The Company and the North-western Company may from time to time vary or alter the provisions of this enactment ;
- (5.) Any dispute or difference with respect to the true intent and meaning of this enactment or with respect to the mode of giving effect thereto shall be settled by an engineer to be appointed (on the application of either party) by the President for the time being of the Institute of Civil Engineers.

12. Nothing in this Act contained shall authorise the Company to purchase any portion of the timber-yard gantry and entrance-road numbered 2 in the parish of St. Mary Cardiff on the deposited plans of the aqueduct or conduit being the work No. 2 by this Act authorised but the Company may purchase and take and the owners of such properties may and shall sell and grant to them an easement over or through so much thereof within the limits of deviation as is required for the purposes of the said aqueduct or conduit the price or compensation to be paid by the Company for such easement shall unless

Easements only to be acquired over certain properties.

A.D. 1888. agreed upon between the Company and the owners of the said properties be settled in the manner prescribed by the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement.

Power to
alter roads
&c. tempora-
rily.

13. During the execution of the several works which the Company are by this Act authorised to make and subject to the provisions of this Act the Company may from time to time alter or stop up temporarily any public streets roads bridges watercourses gas pipes water pipes and electric apparatus in any of the lands shown on the deposited plans and specified in the deposited book of reference which they may from time to time find it expedient for any of those purposes so to interfere with making full compensation to all persons injuriously affected thereby Provided that nothing in this section shall extend to authorise any interference with electric apparatus or other property of Her Majesty's Postmaster-General Provided also that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Act 1882 to which the provisions of section 15 of that Act apply.

For protec-
tion of the
corporation
of Cardiff.

14. For the protection of the mayor aldermen and burgesses of the borough of Cardiff (herein-after called "the corporation") the following provisions shall have effect (that is to say):—

- (1.) The Company shall pay to the corporation immediately upon the laying down of the aqueduct or conduit by this Act authorised and on the first day of January in each and every succeeding year during which the said aqueduct or conduit shall remain the sum of one pound;
- (2.) The Company shall at their own expense upon receiving one month's notice in writing from the corporation remove the said aqueduct or conduit to such other position in the streets as may be required by the corporation should such removal become necessary or requisite in consequence of the carrying out of any public improvement and shall also at the like expense make good all damages occasioned by such removal and restore the surface of the said streets to their original condition and to the satisfaction in all things of the borough engineer and if the Company fail to remove the said aqueduct or conduit or make good all damage occasioned by such removal and to restore the surface of the said streets to the satisfaction of the said borough engineer within the time mentioned in the said notice or make default in payment of any of the said yearly payments hereby made payable or in the performance of the conditions herein contained the corporation may without any further notice to the Company remove the said aqueduct or conduit and make

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- good all damage if any occasioned thereby and restore the said streets to their original condition and charge the costs thereof to the Company who shall immediately upon demand pay the same ;
- (3.) Any alteration to any water main pipe or apparatus belonging to the corporation which shall become necessary to prevent any injury or interruption to the system of water supply in consequence of the construction of the said aqueduct or conduit shall be executed by the corporation and the cost thereof shall be repaid to them by the Company on demand ;
- (4.) Where the said aqueduct or conduit shall or may pass over under or by the side of or so as to interfere with any intended water-main or line of pipes of the corporation the Company shall take special care in constructing the said aqueduct or conduit and shall do all things necessary to protect any intended water main or line of pipes at their own costs and to the reasonable satisfaction of the waterworks engineer for the time being of the corporation and in executing that portion of the said aqueduct or conduit which is intended to pass under the bridge carrying the Taff Vale Railway over Herbert Street and Tyndall Street the Company shall if required excavate the trench of sufficient width and depth to enable and shall allow the corporation to lay therein any intended water main or line of pipes by the side of the said aqueduct or conduit and with a space between them of not less than eighteen inches ;
- (5.) The provisions of section 14 of the Bute Docks (Further Powers) Act 1886 shall so far as the same are applicable extend to the said aqueduct or conduit as if such section were re-enacted herein and as if the words "aqueduct or conduit" had been inserted therein in the place of the words " Railway No. 1 " and as if the words "water main or pipe" had been inserted after the word "sewer" wherever it occurs in sub-section 3 thereof.

15. If the works by this Act authorised are not completed within the periods respectively after mentioned (*videlicet*) as regards the variation or extension of the sea-wall or embankment within fifteen years and as regards the works other than the said variation or extension within five years from the passing of this Act then on the expiration of those respective periods the powers by this Act granted to the Company for making and completing the said several works or otherwise in relation thereto shall cease to be exercised except as to so much thereof as may be then completed.

Period for
completion
of works.

16. The Company shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of the Trinity House of Deptford Strond shall from time to time direct If the Company fail to comply

Company to
exhibit
lights.

A.D. 1888. in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Company may apply to purposes of this Act funds not required for other purposes.

17. The Company may apply towards the purposes authorised by this Act to which capital is properly applicable any capital or funds belonging to or authorised to be raised by them and which may not be required for the purposes for which the same were authorised to be raised or directed to be applied.

III.—RELATING TO RAILWAYS.

Application of section 48 of Act of 1882 to Brecon and Merthyr Tydfil Junction Railway Company.

18. Section 48 of the Act of 1882 shall be read and have effect as if the Brecon and Merthyr Tydfil Junction Railway Company were among the companies expressly mentioned therein.

IV.—MISCELLANEOUS.

Restriction on taking houses occupied by labouring classes.

19. The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

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

Confirmation of scheduled agreement.

20. The agreement entered into between Lord Edmund Bernard Talbot and George Edward Sneyd of the first part the Marquess of Bute of the second part and the Company of the third part as set forth in the schedule to this Act is hereby sanctioned and confirmed.

Amending section 41 of Act of 1882.

21. The proviso at the end of section 41 of the Act of 1882 is hereby repealed and that section shall be read and construed as if the words "(not being the Bute Viaduct Railway)" were omitted therefrom.

Saving rights of the corporation of Cardiff.

22. Save as in this Act expressly provided nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights powers and authorities vested or to be vested in the mayor aldermen and burgesses of the borough of Cardiff but all

such rights powers and authorities shall be as valid and effectual as if this Act had not been passed. A.D. 1888.

23. Nothing in this Act contained shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained 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 most Excellent Majesty Her heirs or successors. Saving rights of the Crown to the foreshore.

24. Nothing in this Act contained or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections twenty-one and twenty-two of the Crown Lands Act 1866. Saving rights under 29 & 30 Vict. c. 62.

25. Nothing in this Act contained shall alter prejudice or affect the agreement dated the twenty-third day of December one thousand eight hundred and eighty-one entered into between the Marquess of Bute of the first part Henry Dudley Ryder Lord Edmund Bernard Talbot and Frederick Pitman of the second part and the Rhymney Railway Company of the third part as contained in the Schedule (A.) to the Bute Docks Act 1882 annexed. Saving agreement with Rhymney Railway Company.

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

A.D. 1888.

The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the seventeenth day of December one thousand eight hundred and eighty-seven between The Honourable EDMUND BERNARD TALBOT commonly called LORD EDMUND BERNARD TALBOT of Stratton Street in the county of Middlesex and GEORGE EDWARD SNEYD of Bray Hessenford Saint Germans in the county of Cornwall of the first part The Most Honourable JOHN PATRICK CRICHTON STUART MARQUESS of BUTE and EARL of DUMFRIES K.T. of the second part and THE BUTE DOCKS COMPANY of the third part.

WHEREAS by an agreement dated the fifteenth day of December one thousand eight hundred and eighty-five between the said Lord Edmund Bernard Talbot and George Edward Sneyd of the first part the Honourable Henry Dudley Ryder the said Lord Edmund Bernard Talbot and Frederick Pitman of the second part the said Marquess of Bute of the third part and William Thomas Lewis on behalf of the Company then proposed to be and subsequently incorporated as the Bute Docks Company by the Bute Docks (Transfer) Act 1886 of the fourth part which agreement was scheduled to and confirmed by the said Bute Docks (Transfer) Act 1886 it was agreed that the parties of the first three parts (therein termed the transferors) should transfer to the Company all those the docks railways lands and other works at Cardiff in the county of Glamorgan delineated on the plan thereto annexed and thereon coloured neutral tint And also the Junction Graving Dock Pier lands and buildings delineated on the said plan and thereon striped neutral tint and in the event (which has happened) of the Bute Docks (Further Powers) Act of 1886 becoming law the lands also delineated on the said plan and thereon coloured pink And it was further agreed that the transferors should transfer to the Company certain gasworks therein mentioned and by Article 10 of the said agreement it was agreed that the sum to be paid in respect of the Junction Graving Dock Pier and lands and buildings delineated on the plan thereto annexed and thereon striped neutral tint and (in the event of the said Further Powers Bill becoming law) in respect of the lands coloured pink should be fixed in case of difference by arbitration and should be paid to the estate trustees being the parties of the first part by the Company and be held and applied by them upon the same trusts and in the same manner as the proceeds of sale of the gasworks:

And whereas the plan annexed to and referred to by the said recited agreement and which contains the description of the lands transferred to and vested in the Company by the said Bute Docks Transfer Act is in some respects erroneous and not in accordance with the intentions of the parties and with the view of correcting the said errors they have agreed respectively to enter into and execute these presents:

Now it is hereby agreed by and between the parties hereto and these presents witness as follows (that is to say) :— A.D. 1888.

1. The Company shall convey to the parties of the first part or as they shall direct the lands shown on the plan hereto annexed and thereon coloured orange and the parties of the first and second parts shall convey to the Company or as the Company shall direct the lands coloured purple on the said plan.

2. With regard to certain small portions of land coloured blue on the said plan which were not vested in the transferors at the date of the said Transfer Act and in respect of which notices to treat have been given by the Company to the owners thereof the Company shall if they think fit proceed to acquire the same from such owners but in any case the Company shall have no claim on the parties of the first or second parts or either of them in respect of the lands coloured blue on the said plan.

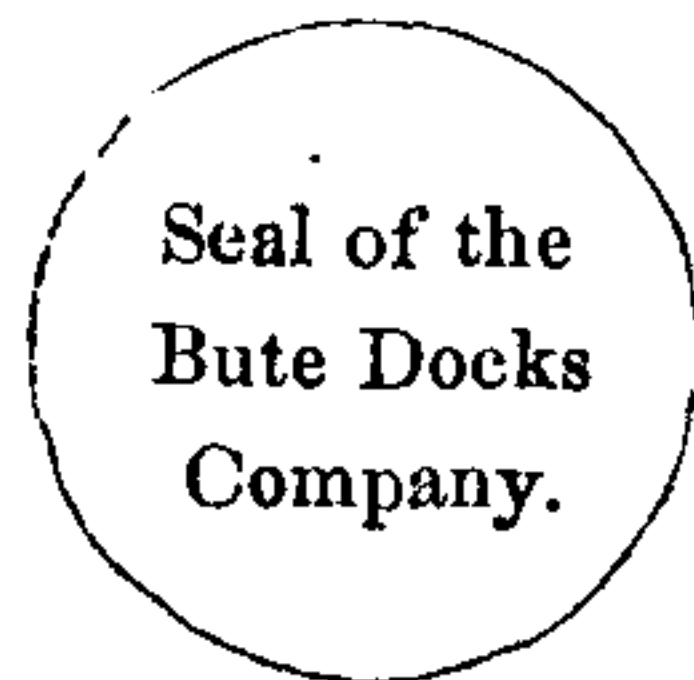
3. The sum to be paid under Article 10 of the said recited agreement shall be the sum of one thousand eight hundred and seventy-five pounds.

4. And whereas the Company are promoting a Bill in Parliament for empowering them (amongst other things) to execute a variation or extension of a sea-wall or embankment authorised by the Bute Docks Act 1882 which will have the effect of reclaiming additional foreshore to which the Marquess of Bute is entitled as tenant for life under the will of the late Marquess :

Now it is hereby further agreed that after the Company shall have reclaimed the lands lying seawards and surrounded by a yellow line on the plan annexed hereto such lands after reclamation (including all lands south-east of the southern road coloured pink on the said plan) shall remain vested in the Marquess of Bute his sequels in estate and assigns and be used for purposes calculated to assist the development of the trade of the docks One fourth of the income arising from the rent or other payments for use of the land after reclamation shall be payable by the Marquess of Bute his sequels in estate and assigns other than purchasers for value to the Company and the Company shall also be entitled to receive one-fourth of the purchase moneys in the event of a sale of such lands or of any part thereof by the Marquess of Bute his sequels in estate or assigns other than purchasers for value.

In witness whereof the parties hereto of the first and second parts respectively have hereunto set their hands and seals and the Bute Docks Company have caused their common seal to be hereunto affixed the day and year first above written.

EDMUND B. TALBOT.
GEORGE E. SNEYD.
BUTE AND DUMFRIES.



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