

[41 & 42 VICT.]

*Metropolitan Inner Circle
Completion Railway Act, 1878.*

[Ch. ccxxi.]



CHAPTER ccxxi.

An Act to further extend the respective periods for the compulsory purchase of lands for and for the completion of the works authorised by the Metropolitan Inner Circle Completion Act, 1874. A.D. 1878.
[8th August 1878.]

WHEREAS by the Metropolitan Inner Circle Completion Act, 1874, (in this Act called "the Act of 1874,") the Metropolitan Inner Circle Completion Railway Company (in this Act called "the Company") were incorporated and were authorised to make and maintain certain railways (in the Act of 1874 and in this Act called "the railway") and to make a new street from King William Street to Fenchurch Street, and to widen and improve the last-mentioned streets (which new street and widening and improvements of streets are in the Act of 1874 and in this Act called "the new streets") : 37 & 38 Vict.
c. cxcix.

And whereas the respective periods for the exercise of the Company's powers for the compulsory purchase of lands and for the completion of the railway and the new streets were, by the Act of 1874, limited to two years and three years respectively from the passing of that Act which received the Royal Assent on the seventh day of August one thousand eight hundred and seventy-four :

And whereas by the Metropolitan Inner Circle Completion Railway Act, 1876, (in this Act called "the Act of 1876,") the periods for the compulsory purchase of lands for and for the completion of the railway and the new streets were extended to two years from the seventh day of August one thousand eight hundred and seventy-six and the seventh day of August one thousand eight hundred and seventy-seven respectively : 39 & 40 Vict.
c. ccxxvi.

And whereas it is expedient that those periods respectively be further extended :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

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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:

Short title.

1. This Act may be cited as the Metropolitan Inner Circle Completion Railway Act, 1878.

Further extension of time for compulsory purchase of lands.

2. The powers of the Company for the compulsory purchase of lands for the purposes of the Act of 1874 may be exercised within, but shall not be exercised after, the expiration of two years from the seventh day of August one thousand eight hundred and seventy-eight.

Reviving Company's powers of compulsory purchase in certain cases.

3. Where the Company have agreed with the owners, lessees, or occupiers of any lands, houses, or hereditaments, which they were authorised by the Act of 1874 or by the Act of 1876 to enter upon, take, or use, that the compulsory powers of the Company should be exercised as regards any such lands, houses, or hereditaments within a stated period, which elapsed before the passing of this Act or may elapse before the expiration of the extended period by this Act limited for the compulsory purchase of lands under the Act of 1874, the powers of the Company for the compulsory purchase of such lands, houses, and hereditaments are hereby revived and may be exercised within, but shall not be exercised after, the expiration of two years from the seventh day of August one thousand eight hundred and seventy-eight.

Further extension of time for construction of railways, &c.

4. The powers of the Company for the construction of the railway and the new streets are hereby extended and may be exercised within, but shall not be exercised after, the expiration of two years from the seventh day of August one thousand eight hundred and seventy-eight, and that period shall for all purposes be deemed the period originally limited by the Act of 1874 for the completion of the railway and the new streets, and if the railway and the new streets shall not be respectively completed within the period limited by this Act, then on the expiration of such period the powers by the Acts of 1874 and 1876 and by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

As to agreement with trustees of National

5. Nothing contained in this Act shall prejudice or affect the agreement dated the twentieth day of May one thousand eight hundred and seventy-four, and made between Charles Gilpin (since

deceased), Charles Whetham (now Sir Charles Whetham, Knight), Jonathan Thorp, and Sir Charles Reed, Knight, all of No. 48, Gracechurch Street, in the City of London, of the one part, and James Goodson, of No. 32, Kensington Gardens Square, in the county of Middlesex, and Edward Frederic Devenish Walshe, of No. 13, Clarges Street, Piccadilly, in the said county of Middlesex, of the other part, scheduled to the Act of 1874, except that the 6th clause of such agreement shall stand and read as if the expression "one year" contained in such clause had been "six years."

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Provident
Institution.

6. And whereas the Master and Wardens of the Guild or Fraternity of the Body of Christ of the Skinners of London are or claim to be the owners in fee of premises in Fenchurch Street and Rood Lane in the City of London numbered on the plans deposited for and referred to in the Act of 1874, as follows; videlicet, No. 1 and No. 2 and 1a, 1b, and 1c in the parish of St. Gabriel, Fenchurch Street, and the said Master and Wardens are unwilling to sell the same; therefore the Company shall not take or require to purchase any greater part of the said premises numbered 1 and 2 than is absolutely necessary for the construction of the railway and the widening and improvement of Fenchurch Street, nor shall they acquire for any purpose whatever the said premises numbered 1a, 1b, and 1c as aforesaid, or any part thereof. And it is hereby further enacted and declared that any land or premises of the said Master and Wardens upon which the said new street shall abut shall have the right of frontage to such street, and of access and egress thereto and therefrom.

For the pro-
tection of the
Skinners
Company.

7. Nothing contained in this Act shall prejudice or affect a certain agreement dated the twenty-eighth day of March one thousand eight hundred and seventy-six, and made between George Moffatt (since deceased), of No. 103, Eaton Square, in the county of Middlesex, Esquire, of the one part, and the Company of the other part, except that the said agreement shall be made and have effect as if the seventh of August one thousand eight hundred and eighty had been mentioned in the first article thereof instead of the seventh of August one thousand eight hundred and seventy-eight.

For protec-
tion of trus-
tees of the
will of
George
Moffatt, de-
ceased.

8. Section 20 of the Act of 1876 is hereby repealed, and the agreement, dated the thirteenth day of June one thousand eight hundred and seventy-eight, made between the Company of the one part and Coleman Defries, Henry Defries, and Moss Defries of the other part, a copy of which is set forth in the schedule to this Act, is hereby confirmed and made binding.

Confirming
scheduled
agreement.

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Railways not
exempt from
provisions of
present and
future gene-
ral Railway
Acts.

9. Nothing in this Act contained shall exempt the railways of the Company or of any other company from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now or hereafter in force, 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 to be taken by the Company or any such other company.

Expenses of
Act.

10. 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.

The SCHEDULE referred to in the foregoing Act.

A.D. 1878.

AGREEMENT made this thirteenth day of June 1878 between the METROPOLITAN INNER CIRCLE COMPLETION RAILWAY COMPANY, incorporated by the Metropolitan Inner Circle Completion Railway Act, 1874, of the one part and COLEMAN DEFRIES, HENRY DEFRIES, and MOSS DEFRIES, carrying on business together at Houndsditch under the firm of "J. Defries & Sons," of the other part.

WHEREAS the said Railway Company are promoting a Bill in Parliament for the extension of the periods limited by the said Act for the purchase of land for and the completion of their undertaking, and the said parties hereto of the second part, as the owners in fee simple in possession of certain buildings and premises numbered 2, 9, 34, 35, and 43, 42, and 39 in the parish of St. Botolph, Aldgate, in the said plans referred to in the said Act, and corresponding with No. 147, Houndsditch, and the appurtenances thereof and land in Gravel Lane, have presented a petition against the said Bill in the House of Lords, objecting to the proposed extension of time for purchase of land. And whereas in pursuance of the covenants and agreements herein-after contained, the said parties hereto of the second part have agreed to withdraw their said petition and to assent to the passing of the said Bill with the provisions as to extension of time as therein contained. Now it is hereby covenanted, agreed, and declared by and between the said parties hereto of the second part, their executors, administrators, and assigns, and the said Company, their successors and assigns, as follows:

1. Subject to clause 11 of these presents, the Company agree to purchase, and the said parties hereto of the second part agree to sell, the whole of the said premises which are more particularly described in the plan hereunto annexed, and therein coloured red, blue, and green, marked with the letter A. A. A. A. A. and interest of the said parties hereto of the second part therein at or for the sum of £70,000, to include compensation of every description, of which said sum £25,000, part thereof, shall be paid to the said parties hereto of the second part, so soon as the line authorised by the said Act of Parliament is commenced at any portion thereof.

2. On payment of the said sum of £25,000, the said parties hereto of the second part shall, subject to the provision of clause 5 of these presents, give possession to the Railway Company of that portion of the said land coloured blue and green upon the said plan, but the residue of the said premises shall remain in the occupation of the said parties hereto of the second part, free of rent, for the term of three years from the date of the payment of the said sum of £25,000.

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3. The balance of the said purchase money, amounting to the sum of £45,000, shall be paid to the parties hereto of the second part at the expiration of the said three years, and the said Company shall also pay to the parties hereto of the second part, by equal half-yearly payments, interest at the rate of five per centum per annum from the date of this agreement becoming binding under clause 11 until payment shall be made to the said parties hereto of the second part of the said balance of £45,000.

4. The Company is not to take any part of the building coloured blue before they have found for the use of the said parties hereto of the second part for one year, free from rent, on a portion of the ground edged blue, a building with equal ground-floor space for their use as a packing room, together with the site of the houses Nos. 4 and 5, Gravel Lane, now in the possession of Mr. Solomon Isaacs and Mr. Alfred Polley, as an entrance to such temporary packing room.

5. The Company is not to take possession of any of the property coloured red without first offering to let the same on lease to the parties hereto of the second part.

6. The parties hereto of the second part shall have the option, within the term of one year after the payment of the said sum of £25,000, of taking a lease of all the land and buildings shown by red colour on the plan at a rent of £1,000 per annum. The lease shall be for 80 years, or the said parties hereto of the second part shall within the same period have the option of purchasing the said land and buildings, including all fixtures, at 20 years purchase, viz., £20,000.

7. The said Company shall offer to the said parties hereto of the second part so much of the lands edged blue on the plan which they shall purchase and not require for railway purposes, including in any event the site of the said houses Nos. 4 and 5, Gravel Lane, at a rent of $7\frac{1}{2}d.$ per foot super. per annum, and the said parties hereto of the second part may take the whole or any part of the same upon building lease for a term of 80 years at a ground rent of $7\frac{1}{2}d.$ per foot per annum.

8. The rent of the property coloured red shall begin from the date the Company pay the balance of the purchase money and all interest under this agreement.

9. The rent of the land edged blue shall begin and be payable one year from the date the Company give clear possession to the parties hereto of the second part, except as regards that portion of such land which is given up to the said parties of the second part as a packing room and entrance, and in respect of such land the rent shall not commence for two years.

10. The parties hereto of the second part shall, within two years of the time of their taking possession, put upon the land edged blue (or the portion the said parties may elect to lease) a building to cost not less than 40s/. per foot super., or they may, at their option, purchase such land at twenty years purchase.

11. So far as the foregoing clauses are concerned, this agreement shall be absolute and binding upon the said Company, or any other company or companies to whom the undertaking shall be transferred, so soon as the works or any of them authorised by the Company's said Acts shall be commenced, whether by the said Company or any other company or companies to whom the same may be transferred: Provided always, that if the said undertaking should be abandoned

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by agreement or otherwise, so that Messieurs Defries' property shall not be required for the purposes of the works, then in such case the Company or the transferee company shall pay to the said Messieurs Defries such sum as shall be assessed by arbitration, to be referred to Mr. G Pownall or Mr. Lewis Isaacs, as compensation for any loss, injury, legal or other expenses which may have been incurred since the year one thousand eight hundred and seventy-three up to the time of such abandonment in consequence of the notice of the promoters intended application to Parliament and the pendency of the Company's powers since the Act was passed. A.D. 1878.

12. The said Company shall, in the event of the property being taken, pay the solicitor and surveyor for the settlement of these terms and of opposition to the Bill.

13. The parties hereto of the second part shall withdraw their petition against the said Bill and consent to the passing thereof. In witness whereof the said Company have hereunto set their seal and the said parties hereto of the second part have hereunto set their hands the day and year first above written.

Sealed by order of the



Board,
ARTHUR HIGGINSON,
Secretary.

Witness—
J. C. SCARD,
10, Eastcheap,
Solr.

(Signed) COLEMAN DEFRIES.
HENRY DEFRIES.
MOSS DEFRIES.