

[56 & 57 VICT.]

Waterloo and City Railway [Ch. clxxxvii.]
Act, 1893.



CHAPTER clxxxvii.

An Act for incorporating the Waterloo and City Railway Company and for empowering them to construct an Underground Railway from near Waterloo Station to Mansion House Street City and for other purposes.

A.D. 1893.

[27th July 1893.]

WHEREAS the construction of the underground railway by this Act authorised between the Waterloo Station of the London and South Western Railway and Mansion House Street in the City of London would be of public and local advantage :

And whereas the persons herein-after named with others are willing to carry the undertaking into execution and it is expedient that they be incorporated into a company (in this Act called "the Company") and that the requisite powers be conferred upon them :

And whereas it is expedient that the Company be empowered to enter into and carry into effect agreements with the various public bodies and companies herein-after mentioned :

And whereas plans and sections showing the line and levels of the railway authorised by this Act and books of reference to the plans 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 several clerks of the peace for the County of London and the City of London and are herein-after respectively referred to as the deposited plans sections and books of reference :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

A.D. 1893. 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 Waterloo and City Railway Act 1893.

Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Acts the provisions of the Railways Clauses Consolidation Act 1845 with respect to the following matters or contained in the following sections thereof (that is to say):—

The construction of the railway and the works connected therewith;

Section 45 (as to lands for additional stations);

The carrying of passengers and goods upon the railway and the tolls to be taken thereon;

The regulating of the use of the railway;

The settlement of disputes by arbitration;

Sections 138 and 139 (as to service of notices and tender of amends);

The recovery of damages not specially provided for and of penalties and the determination of any other matter referred to justices;

And the provision to be made for affording access to the special Act by all parties interested:

And Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 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 such construction:

The expressions "the railway" and "the undertaking" mean respectively the underground railway and the undertaking by this Act authorised;

The expression "the Council" means the London County Council;
The expression "the Corporation" means the Mayor Aldermen and Commons of the City of London in Common Council assembled;

The expression "the Commissioners" means the Commissioners of Sewers of the City of London;

The expressions "parish clerks" 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 or places in the metropolis as defined by the Metropolis Management Act 1855 in 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 parish or place is included mean in the first case the vestry clerk of the parish and in the second case the clerk of the district board respectively and as regards the precinct of Bridewell mean the clerk of the parish of Saint Bride adjoining that precinct ;

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And for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or 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. Wyndham Spencer Portal Lieutenant-Colonel the Honourable Henry Walter Campbell Arthur Edward Guest Major-General Charles Taylor Du Plat Sir John Barrington Simeon Baronet 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 making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Waterloo and City Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Company
incorporated.

5. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described with all necessary and convenient rails sidings wires tunnels subways covered ways stations shafts lifts sewers drains pipes approaches buildings and other machinery apparatus works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes :

Power to
make rail-
way.

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Provided always that nothing in this Act shall authorise the Company to enter upon take or use the surface of any public street or road but (subject as aforesaid) the Company may enter upon take and use the subsoil and under-surface of any public street road or footway shown on the deposited plans and described in the deposited books of reference or so much thereof as shall be necessary for the purposes aforesaid.

Description
of works.

6. The railway herein-before referred to and authorised by this Act is—

A railway (1 mile 4 furlongs and 6·80 chains in length) commencing in the parish of Saint Mary Lambeth in the County of London on the southern side of James Street about 75 yards westward from the eastern junction of that street with Lambeth Lower Marsh and terminating in the parish of Saint Mary Woolchurch otherwise Saint Mary Woolchurch Haw in the City of London in Mansion House Street opposite the north-eastern corner of the Mansion House.

General
provisions
as to mode
of construc-
tion.

7.—(1) The railway shall be constructed between the south side of Cross Street in the parish of Saint Mary Lambeth and the point marked on the deposited plans and sections with the figure 4 indicating one mile and four furlongs from the commencement of the railway in two tunnels for separate up and down traffic and from the last-mentioned point to the termination of the railway in a single tunnel and shall be approached by means of stairs and hydraulic or other lifts or of inclines.

(2) (A) The tunnels of which the railway will so in part consist (including those for the stations) and all tunnels whether temporary or permanent shall be constructed by means of steel or other sufficient metal shields driven forward or onward by hydraulic pressure as the work proceeds such shields being of sufficient length to protect the whole of the soil for a reasonable distance both in front of and behind the working faces All such permanent tunnels shall be lined throughout with iron or other sufficient metal plates properly jointed throughout:

(B) Every shaft within the City of London shall be constructed as a cylinder of iron sunk from the surface of the earth to a depth of at least eight feet below the surface of the London clay at each such shaft Every such shaft shall below the said depths be constructed in manner aforesaid or by underpinning:

(c) The station tunnels shall not have an internal diameter exceeding twenty-five feet and the tunnels between the stations

shall not (except where necessary for adjustment at curves) have an internal diameter exceeding twelve feet and the internal diameter of the shafts shall not exceed forty feet. A.D. 1893.

(3) Sufficient trial borings shall be kept ahead of the works in all tunnels and shafts in order to ascertain by frequent examinations the nature of the soil in advance of the working faces and the Company may make such borings subject to such reasonable restrictions as to surface borings as the local authority having the maintenance of the streets may impose.

(4) Any space between the lining of the tunnels (including stations) and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure.

(5) Before commencing any of the above works at any point the Company shall provide air compressing machinery sufficient to provide a proper quantity of air at such pressure as will prevent the advent or inflow of any sand gravel water or soil and the Company shall take such precautions that they may at any time during the progress of the work be able to carry on the tunnelling under compressed air All such machinery shall be kept in full working order until the completion of the works in respect of which it may be required to be used and shall be used at the working faces whenever the use thereof is for any reason reasonably necessary or prudent.

(6) Should the nature of the soil extracted by means of the said trial borings be such as to show that it would be reasonably necessary or prudent to work at any working face under compressed air then the Company shall immediately stop all further excavating work and the further driving of the tunnel at such working face until the said air compressing machinery and apparatus is in position and in full working order and the work at such working face shall be carried on under compressed air until the said trial borings shall show that such precautions may be reasonably and prudently dispensed with.

(7) Except in the case of unforeseen accident or for the purpose of removing rain water or other trifling amounts of water no use shall be made of pumping or other modes of removing water from the work The compressed air shall be used as herein-before provided and so as to restrain the advent or inflow of water into the tunnels.

8. The traffic on the railway shall be worked by means of carriages moved by electricity or cable traction. Motive power.

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Provisions
for protec-
tion of
Postmaster
General.

9. In the event of the railway being worked by electricity the following provisions shall have effect :—

- (1) The Company shall construct their electric lines and works of all descriptions and shall work their railway in all respects so as to prevent any interference whether by induction or otherwise with the telegraphic lines from time to time laid down or used by the Postmaster General or with telegraphic communication by means of such lines Provided that this section shall not apply to any telegraphic line of the Postmaster General laid down or placed by him on or along the railway ;
- (2) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues ;
- (3) In this section the expression “ electric line ” has the same meaning as in the Electric Lighting Act 1882 and the expression “ telegraphic line ” has the same meaning as in the Telegraph Act 1878 ;
- (4) Nothing in this section contained shall be held to deprive the Postmaster General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid.

For the pro-
tection of
the works
of the
National
Telephone
Company.

10. For the protection of the National Telephone Company Limited their successors and assigns (in this section called “ the Telephone Company ”) the following provisions shall have effect in the event of the railway being worked by electricity otherwise than by electrical power carried along with the carriages (that is to say) :—

- (1) The Company shall so construct their electric circuits and other works of all descriptions and shall so work the railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used by the Telephone Company for the purpose of telephonic communication or with the currents in such circuits Provided that as regards electric circuits erected or laid down by the Telephone Company after the construction of the works of the Company this sub-section shall only apply if reasonable and proper precautions have

been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the lines or works of the Company ;

- (2) Seven days before commencing to lay down any electric line or to supply electricity through any electric line in any manner whereby the work of telephonic communication through any wires or lines belonging to the Telephone Company and lawfully laid down or placed in any position by them may be injuriously affected the Company shall unless otherwise agreed with the Telephone Company give to that Company notice in writing specifying the course nature and gauge of such electric line and the amount and nature of the current intended to be sent along the same and the Company shall conform with such reasonable requirements as may from time to time be made by the Telephone Company for the purpose of preventing the communication through such wires or lines from being injuriously affected as aforesaid ;
- (3) If any difference arises between the Company and the Telephone Company with respect to anything in this section contained such difference shall be determined by the Board of Trade whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company and the Telephone Company were companies within the meaning of that Act ;
- (4) Nothing in this section shall apply to repairs or renewals of any electric line so long as the course nature and gauge of such electric line and the amount and nature of the current sent along the same are not altered.

11. The Company shall be at liberty to construct erect and work a generating station and stationary engine for the production of electricity on any lands shown on the deposited plans and described in the deposited books of reference south of the York Road in the parish of Lambeth or elsewhere on land now belonging to the London and South Western Railway Company with the consent of that company and the Company shall in the construction erection and working of such station and engine use all reasonable care to prevent nuisance by vibration.

Construction and working of generating station.

12. The Company shall not use any land on the north side of the Thames for the purposes of any work for generating or producing electricity.

Company not to use certain land for generating or producing electricity.

13. The capital of the Company shall be five hundred and forty thousand pounds in fifty-four thousand shares of ten pounds each.

Capital.

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Shares not
to be issued
until one-
fifth paid up.

14. The Company shall not issue any share 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.

15. One-fifth of the amount of a share shall be the greatest amount of a call and two months at the least shall intervene between successive calls and four-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to
divide shares.

16. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on
half shares.

17. 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
preferred
shares to be
paid out of
profits of the
year only.

18. 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.

19. 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 satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

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Half shares to be registered and certificates issued.

20. 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.

Terms of issue to be stated in certificates.

21. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment 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 the forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Forfeiture of preferred shares.

22. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred shares not to be cancelled or surrendered.

23. 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.

Half shares to be half shares in capital.

24. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole one hundred and eighty thousand pounds but no part of such sum of one hundred and eighty thousand pounds shall be borrowed until the whole of the share capital is issued and accepted and one half thereof is paid up and the Company have proved

Power to borrow on mortgage.

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to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that shares for such capital have been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

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

Power to create debenture stock.

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

Receipt in case of persons not *sui juris*.

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

Application of moneys.

28. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

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29. The first ordinary meeting of the Company shall be held within six months next after the passing of this Act.

First
ordinary
meeting.

30. The number of directors shall be nine but the Company may from time to time reduce and again increase the number of directors provided that the number be not more than nine nor less than four.

Number of
directors.

31. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Qualification
of directors.

32. The quorum of a meeting of directors shall be three unless the number of directors is more than seven in which case the quorum shall be five.

Quorum of
directors.

33. Wyndham Spencer Portal Lieutenant-Colonel the Honourable Henry Walter Campbell Arthur Edward Guest Major-General Charles Taylor Du Plat Sir John Barrington Simeon Baronet and four other duly qualified persons to be nominated by them or the majority of them and consenting to the nomination 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 nominated as aforesaid 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 or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained of increasing or reducing 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.

34. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding in the whole two acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land taken under the powers of this section Provided always that for the purposes of

Lands for
extra-
ordinary
purposes.

A.D. 1893. — this section extraordinary purposes shall not without the consent of the Corporation within the City of London or of the council outside the City of London include the erection of buildings or works for generating electricity or the provision of yards wharves and places for receiving depositing and loading or unloading goods or cattle Any buildings erected on any land acquired under this section (except such buildings or parts of buildings as may be used for the purposes of a station) shall be subject to the provisions of the Acts relating to buildings in the metropolis.

Period for compulsory purchase of lands.

35. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Persons authorised to convey lands may grant easements.

36. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in or 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.

Power to retain sell &c. lands.

37. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained the Company may from time to time sell lease or otherwise dispose of in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any payment in any other form any lands or buildings or any interest in any lands or buildings acquired or provided by them under this Act and not required for the purposes of the undertaking and may make execute and do any deed act or thing proper for effectuating any such sale lease or other disposition.

Power to deviate laterally.

38. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon Provided always that nothing in this section contained shall authorise the Company to deviate from the said lines so that any part of the works shall extend under the front wall (above the street level) of any house or building abutting upon any street under and along which the railway is constructed unless such house or building shall have been purchased by the Company or the consent in writing of

the owners lessees and occupiers thereof shall have been first A.D. 1893.
obtained.

39. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient. Provided always that (except between the northern side of Aubin Street and the point where the railway enters the Waterloo Road between which points the Company may deviate upwards to an extent not exceeding five feet) it shall not be lawful for the Company to deviate upwards from the said levels where the uppermost rails as shown on the deposited sections are less than thirty feet below the surface of the ground or so as to bring the uppermost rails nearer to the surface than thirty feet or to a greater extent than five feet where the uppermost rails are thirty-five feet or more but less than forty feet below the surface of the ground or ten feet where such rails are forty feet or more but less than sixty feet below the surface of the ground or fifteen feet where such rails are sixty feet or more below the surface of the ground.

Power to deviate vertically.

40. The Company shall not break up or disturb the surface of any street or road east of Waterloo Road for the purpose of constructing the railway but nothing herein contained shall restrict the right of the Company to the use of streets or roads for purposes of ordinary traffic or of access to or in connexion with any of their lands or buildings or take away or diminish any rights which they would have as owners or occupiers of lands or buildings abutting upon any street or road.

Company not to break up surface of streets.

Any street or road west of and including Waterloo Road shall not be broken up or disturbed except in accordance with plans sections and drawings to be reasonably approved by the engineer of the London County Council.

41. Notwithstanding anything in this Act or shown on the deposited plans and sections the Company shall not be entitled to enter upon take use or interfere with any part of the surface or walls of the Victoria Embankment or (without the consent in writing of the London County Council) to disturb any of the subsoil under the said wall above the line shown on the deposited plans as indicating the top of the tunnel where it will pass under the said embankment.

Protecting the Victoria Embankment.

All works done under the said embankment shall be done according to plans submitted to the engineer of the London County Council and shall be executed to his reasonable satisfaction so as to prevent damage to the said embankment.

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As to sub-ways.

42. Any subway by this Act authorised shall so far as it is to be constructed under and within twenty feet of the surface of any public street outside the City of London be constructed only in accordance with plans sections and specifications previously submitted to and reasonably approved by the engineer of the London County Council.

No ventilators &c. to be made in roadways or footways.

43. The Company shall not open or make any ventilators air shafts or other similar openings in any roadway or footway.

Provision as to cellars under streets not referenced.

44. Nothing in this Act shall authorise the Company to enter upon take or use (except by agreement) any cellar or vault in or under any street belonging to or connected with any building unless such cellar or vault or the building with which it is connected is described in the deposited books of reference.

Conditions to be observed in opening road for boring purposes.

45. At least seven clear days before commencing any vertical borings from the surface of any part of any street outside the City of London the Company shall serve notice in writing of their intention to commence the same on the engineer of the council and such notice shall describe the place or places at which such borings are intended to be made and if within seven days after the service of such notice any objection is made by the engineer of the council the matter shall unless otherwise agreed between them be determined by arbitration before the boring is commenced but if no such objection is made the said borings may be proceeded with.

For the protection of sewers of the council.

46. Unless the council otherwise agree the following provisions for the protection of the sewers of the council shall have effect (namely) :—

- (1) The Company shall not commence any of the works by this Act authorised which shall or may pass over under or by the side of or so as to interfere with the sewers of the council until they shall have given to the council one month's previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans and sections thereof as herein-after defined and until the council shall have signified their approval of the same unless the council do not signify their approval disapproval or other directions within twenty-one days after service of the said plans and sections as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works in such manner as the council shall reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by

reason of the intended works or any part thereof and shall save harmless the council against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council by the Company on demand and when any new altered or substituted works as aforesaid or any works of 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 council 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 council but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed ;

- (2) As regards any work in respect of which the Company are under the provisions of the last preceding sub-section required to submit plans and sections to the council the council may require the Company in constructing such works to make any reasonable deviation so far as the same is not inconsistent with the provisions contained in the section of this Act the marginal note whereof is "For protection of John Walter" within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the council and the Company shall in constructing such work deviate accordingly ;
- (3) It shall not be lawful for the Company to remove any soil or material from under any road except such as must be excavated from the space to be occupied by the tunnels and stations and the approaches thereto ;
- (4) The plans to be submitted to the council for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the level at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation shown on the deposited plans (for which purpose the council shall allow the Company

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access to plans in their possession and to any sewers in order to enable the Company to obtain reliable information) and shall comprise detailed drawings of every alteration which the Company may propose to make in any such sewer ;

(5) The council may require such modifications to be made in the said plans drawings sections and particulars as may be reasonably necessary to secure the sewers and drainage system of London under the jurisdiction and control of the council against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers ;

(6) The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the council and the council shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction ;

(7) The approval by the council of any plans or superintendence by the council of any work under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise.

Buildings
not to be
brought
beyond
general line.

47. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company to encroach upon any part of the surface of any street or footway or without the consent of the Commissioners as regards any street within the City of London or of the council as regards any street outside the City of London to erect or maintain any building beyond the general line of building in any street.

Walls of
buildings to
be made
good.

48. The Company shall not where any house or building shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in any unsightly condition for any longer period than is reasonably necessary.

Inspection
of works by
council.

49. It shall be lawful for the engineer or other officer of the council duly appointed for the purpose by the said engineer from time to time to enter upon and inspect any works of the Company under or in the neighbourhood of any street or part of a street in or under which there are or may be any sewers or works of the council.

Exhibition
of placards
in the
County of
London.

50. The Company shall not in that part of the County of London which is outside the City of London affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by

this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the council and by the clerk to the district board or vestry of the district or parish in which such part of the works is situate and if any such placard or advertisement be affixed or exhibited without such approval the said council district board or vestry and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company.

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51. Where any works to be done by the Company by virtue of this Act shall or may pass over or under so as to interfere with any sewer drain or work under the jurisdiction or control of any district board of works or vestry constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or any sewers or works to be made or executed by any such board or vestry or shall or may in any way affect the sewerage or drainage of the districts respectively under their control the Company shall not commence such works until they shall have given to such board or vestry as the case may be fourteen 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 fourteen days after the service of the said plan section and particulars as aforesaid Provided that if any difference shall arise as to the said works it shall be referred to an engineer to be appointed by the Board of Trade on the application of any of the said parties interested and the Company shall comply with and conform to all directions and regulations of such reference in the execution of the said works and subject to such reference as aforesaid shall provide by new altered or substituted works in such manner as such board or vestry respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless such board and vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction

For the protection of sewers of district boards and vestries.

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superintendence and control of the engineer or other officer or officers of such board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses occasioned by reason of such works of the Company shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by a referee to be appointed by the Board of Trade and be a debt due from the Company to such board or vestry as the case may be 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 such board or vestry as the case may be as any sewers or works now or hereafter may be And nothing in this Act shall except as herein-before provided extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in such board or vestry or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

For the
protection
of sewers in
the City of
London.

52. Where any of the works to be done under or by virtue of this Act may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Commissioners or with any sewers or works to be made or executed by the Commissioners or shall or may in any way affect the sewerage or drainage of the districts under their control the Company shall not commence such work until they shall have given to the engineer or surveyor of the Commissioners twenty-eight days previous notice at his office or at the principal office of the Commissioners with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the Commissioners shall have signified their approval of the same unless the Commissioners do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all directions and regulations of the Commissioners in the execution of the said works and shall provide by new altered or substituted works in such manner as the Commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof and shall save harmless the Commissioners

against all and every the expense to be occasioned thereby and all such works may be done by or under the direction superintendence and control of the engineer or other officer or officers of the Commissioners and at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the Commissioners may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Commissioners by the Company on demand and if any dispute shall arise between the Company and the Commissioners as to the amount of such costs charges and expenses the same shall be settled by a justice of the peace of the City of London and be a debt due from the Company to the Commissioners and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the Commissioners as any sewers or works now are or hereafter may be and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the Commissioners or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matter or difference shall be referred to an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers whose decision shall be final The costs of such reference and of the award shall be borne as such arbitrator shall direct.

53. At least seven clear days before commencing any vertical borings from the surface of any part of any street within the City of London the Company shall serve notice in writing of their intention to commence the same on the engineer of the Commissioners and such notice shall describe the place or places at which such borings are intended to be made and if within seven days after the service of such notice any objection is made by the engineer of the Commissioners the matter shall unless otherwise agreed between them be determined by arbitration before the boring is commenced but if no such objection is made the said borings may be proceeded with.

Conditions to be observed in opening road for boring purposes within the City of London.

The Company shall not unless with the consent of the Commissioners carry on any works of boring through any part of the surface

A.D. 1893. of a street within the City of London except between the hours of ten in the evening and eight in the morning.

For the
protection
of the Man-
sion House.

54. Whereas the Corporation are the owners of the Mansion House in the City of London which is a large and valuable building of great weight and the foundations thereof are upon or near the site of the old Wall brook Therefore the following provisions for the protection of the Corporation shall unless otherwise agreed between the Company and the Corporation be observed and have effect (that is to say) :—

- (1) The railway shall where it passes the Mansion House be formed of one iron tube or tunnel of twelve feet internal diameter and shall be constructed at such depth as that there shall not be less than ten feet in thickness of London clay throughout above the crown of the tunnels ;
- (2) The Corporation may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within two hundred feet of the Mansion House during construction and the Company shall give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the Mansion House the Company shall forthwith adopt such additional measures and precautions as may be considered necessary for the purpose of preventing damage or injury thereto and in the event of any difference arising between the Corporation and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct ;
- (3) The Company shall not underpin or strengthen any part of the Mansion House unless the engineer or architect appointed by the Corporation shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the Company's cost and risk and the section of this Act of which the marginal note is " Company empowered to underpin or otherwise strengthen houses near railway " shall not extend or apply to the Mansion House If any difference shall arise between the Company and such engineer or architect as to the necessity of or the mode of effecting such underpinning or strengthening the same shall from time

to time as the case requires be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and the award shall be borne as such engineer shall direct ;

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- (4) The Company shall pay to the Corporation compensation for all damage or injury of every description which may arise to the Mansion House by or from the construction of the railway and the Corporation may claim and receive and recover such compensation from the Company notwithstanding that no part of the Mansion House is actually taken.

55. For the protection of the Corporation as owners of Blackfriars Bridge the following provisions shall have effect viz. :—

As to
Blackfriars
Bridge.

- (A) The Company shall construct the railway between the points 0 miles 6 furlongs 5 chains and 0 miles 7 furlongs on the deposited plans along the western limit of deviation or as near thereto as curves of equal radius to those shown on the said plans will permit ;
- (B) Notwithstanding the provisions of the section of this Act the marginal note whereof is "Power to deviate vertically" the railway where it passes under the River Thames shall not without the consent of the Corporation be constructed at a higher level than is shown on the deposited sections ;
- (C) Should the Corporation require any work to be executed to ensure the safety of Blackfriars Bridge such works shall be executed by and at the expense of the Company and to the satisfaction of the Corporation ;
- (D) Before the Company commence any works or any alteration or repairs thereof within 200 feet of Blackfriars Bridge they shall from time to time give to the Corporation one month's notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the work so to be executed and no such work shall be commenced until the Corporation shall have signified their approval in writing of such plans sections and specifications and the Corporation shall within twenty-one days from such notice signify their approval or disapproval in writing but such approval shall not be unreasonably withheld ;
- (E) Any difference which may arise under the provisions of this section between the Corporation and the Company shall be from time to time referred to and determined by an engineer to be agreed upon between the Company and the Corporation or failing such agreement by an engineer to be appointed on

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the application of either party by the President for the time being of the Institution of Civil Engineers ;

(F) The approval by the Corporation of any plans or the superintendence by the engineer of the Corporation of any works shall not exonerate the Company from any liability for damage caused by them to Blackfriars Bridge or the abutments or piers thereof ;

(G) Nothing in this section contained shall override or interfere with the provisions contained in this Act for the protection of the Conservators of the River Thames but the said provisions shall remain of full force and effect.

Prohibiting placards and advertisements in City.

56. The Company shall not exhibit or permit to be exhibited upon any part of their premises within view of any public street within the City of London any placards or advertisements other than those relating to the railway unless the same shall have been approved in writing by the Commissioners.

Deposit of objects of interest.

57. The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of their works and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person any such objects discovered in the City of London shall be deposited in the Guildhall Museum as the property of the Corporation and any such objects discovered outside the City of London shall be subject to the disposal of the council in such manner as the council may hereafter resolve.

As to carting materials and soil within the City.

58. In the construction of so much of the railway and the works connected therewith as is or are situate within the City of London the Company shall not without the consent of the Commissioners permit or suffer any cart waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare nor shall they permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway through the streets of the said city in the daytime between the hours of eight in the morning and seven in the evening except in carts or waggons so constructed as to prevent any of such soil dropping therefrom and the Commissioner of the City Police shall be at liberty to seize and retain without notice any cart waggon or other vehicle used in contravention of this enactment together with its contents and any horses and harness attached thereto and upon proof of the facts before a court of summary jurisdiction the said court may authorise such cart waggon or other vehicle to be sold together with its contents and

the horses and harness attached thereto and apply the proceeds after deducting the costs incident to such seizure and proceedings before the said court to the City of London Police Superannuation Fund. A.D. 1893.

59. The plans elevations and specifications of any station in the City of London shall be submitted to the Corporation for their approval as to the elevation and the facilities of ingress egress and the accommodation of passengers and such stations shall be constructed in accordance with such approved plans elevations and specifications but if the Corporation shall fail to approve of the same they shall be settled by an engineer to be agreed upon between the Company and the Corporation or failing such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers but nothing in this Act contained shall affect the exercise of any powers vested by any Act of Parliament in the Commissioners. As to stations in City.

60. In every case in which any question of disputed compensation shall be required to be determined by the verdict of a jury in the City of London or the liberties thereof the jury shall be required to appear before the Court of the Mayor and Aldermen of the City of London to be holden in the outer chamber of the Guildhall of the said city according to the custom of the said city at a time to be appointed by the said court and all the directions and provisions contained in the Lands Clauses Consolidation Act 1845 in respect to the settlement of questions of disputed compensation by juries appearing before the sheriff coroner or other person shall extend and be applied with respect to the settlement of any such question of disputed compensation under this Act by juries appearing before the said court of mayor and aldermen as aforesaid and the said court shall give judgment for the purchase money or compensation assessed by such jury and a verdict and judgment shall be signed by the registrar of the said court of mayor and aldermen and entered among the records of the said court and the cost of every such inquiry shall in case of difference be settled in the manner directed by the fifty-second section of the Lands Clauses Consolidation Act 1845 and not otherwise. Questions of disputed compensation for land in the City of London to be heard in the Lord Mayor's Court of the City of London.

61. The Company shall in respect of all lands acquired by them under the powers of this Act within the City of London be liable to and pay all the consolidated sewer and other rates and contributions leviable within the said city as if the Company were assessed in respect of such lands in the valuation list in force for the parish or place within which such lands are situate at the time the Company acquire such lands whether such lands be occupied or vacant and Lands in City of London to continue liable to rates.

A.D. 1893. shall continue liable to and pay all such consolidated sewer and other rates and contributions until the undertaking shall be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such of the said lands as may not be required for the purposes of the undertaking shall have been otherwise duly assessed or liable to be assessed and become liable to the before-mentioned rates and contributions.

For the protection of the vestry of the parish of Lambeth.

62. For the protection of the vestry of the parish of Lambeth (herein-after called "the vestry") the following provisions shall have effect :—

- (A) The Company shall indemnify and make good to the vestry all the costs and expenses that the vestry may at any time incur or be put to by reason of any defect or insufficiency of strength in any tunnels arches or works of the Company or any neglect to properly and efficiently maintain the same ;
- (B) The Company shall make full compensation to the vestry for any damage to or subsidence of any buildings sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any part of the railway or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the exercise of any powers under this Act or by any act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the railway or works or at any time thereafter ;
- (C) The Company shall not deposit any subsoil or materials anywhere within the said parish so as to cause any obstruction to any persons using the roads or footways within the parish ;
- (D) The Company shall not where any house or building has been demolished by them leave the flanks thereof or of any adjoining structures in any unsightly condition after the completion of the railway ;
- (E) While the Company are possessed under the authority of this Act of any lands houses buildings cellars easements or other property within the said parish assessed or liable to be assessed to any poor or other parochial rates and until the works to be constructed by the Company in or upon any such lands are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the aggregate value at which the said lands houses buildings cellars easements and property were assessed to the last rate made before the passing of this Act the Company shall be liable to make good and shall make good and

pay any deficiency in the assessments by reason of such lands houses buildings cellars easements or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands houses buildings cellars easements or other property were assessed to the last rate made before the passing of this Act;

- (F) The Company shall not except with the consent of the vestry carry on any works of boring through any part of the surface of a street in the said parish except between the hours of ten in the evening and eight in the morning and shall give twenty-four hours previous notice in writing to the vestry of their intention to commence such borings and shall so far as is reasonable comply with the requirements of the surveyor of the vestry both as to the position of such borings and the time of working;
- (G) It shall not be lawful for the Company to place any hoarding on any part of any public footway in the parish of Lambeth except for such period as may be necessary during the demolition of any building and during the erection of any building and then only in such manner and for such periods as shall be reasonably necessary for the said purposes and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 or any amendment thereof;
- (H) The vestry may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within the said parish during construction and shall give notice to the Company of such appointment and the Company shall give to such engineer architect or surveyor all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company within the said parish are attended with danger to any buildings sewer drain or work belonging to or under the jurisdiction or control of the vestry the Company shall adopt such measures and precautions as may be considered necessary for the purpose of preventing any damage or injury thereto and in the event of any difference arising between the vestry and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final The cost of such reference and of the award shall be borne as such engineer shall direct
- (I) The Company shall so carry out the working of their line and undertaking and the necessary engines machinery and works

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connected therewith as to create as little injury as may be to the inhabitants of Lambeth.

Works in or under the River Thames to be executed under the direction of the Conservators of the River Thames.

63. The railway and all or any temporary or permanent works connected therewith so far as the same affect the River Thames shall if constructed be executed according to a plan and elevation to be approved by the Conservators of the River Thames (herein-after called "the conservators") and deposited at their office and the works in or under the River Thames shall be executed and performed to the reasonable satisfaction of the engineer for the time being of the conservators and the traffic of the said River Thames shall not be interfered with more than may be absolutely necessary in the construction of the railway and the works connected therewith and the Company shall within fourteen days after notice from the conservators so to do remove any temporary works or materials for temporary works which may have been placed in the river by the Company and on their failing to do so the conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the conservators all expenses so incurred.

Company not to commence any work authorised by this Act, affecting the shore of Thames until plan approved.

64. The Company shall not make or commence any work in under or on the shore or bed of the River Thames without the consent in writing of the conservators until the plan referred to in the preceding section has been approved by the conservators.

Company not to interfere with the bed of the river.

65. Nothing in this Act contained shall authorise or empower the Company to embank encroach upon or interfere with any part of the soil or bed of the River Thames or the shore thereof except according to the plan to be approved in writing by the conservators And the Company in lieu of paying a consideration to be ascertained in pursuance of section 58 of the Thames Conservancy Act 1857 for a license or permission to tunnel under the river shall pay the sum of two hundred and fifty pounds to the conservators for such license or permission (which license or permission the conservators agree to grant after payment of the said sum of two hundred and fifty pounds) and it shall be lawful for the Company to erect in the bed of the river two temporary shafts and staging incidental thereto for the purpose of facilitating the construction by the Company of the said tunnel the position of the said shafts and the size position and character of the said staging first to be approved in writing by the engineer to the conservators.

Company not to take gravel &c. from river without

66. The Company shall not (except so far as shall be necessary in the construction of the railway and the works connected therewith) take any gravel soil or other material from the bed of the

river without the previous consent of the conservators signified in writing under the hand of their secretary.

consent of
conser-
vators.

67. The Company shall not in the construction or maintenance of the railway permanently erect any works on the bed of the River Thames and no part of the railway and works shall be so constructed as to prevent the conservators from deepening and dredging the river to the extent of thirty-five feet below the level of Trinity high-water mark.

No per-
manent
works to be
erected in
the river.

68. The Company shall if required by the conservators during the construction of the works hang out and exhibit at or near to 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 navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the conservators by writing under the hand of their secretary shall approve and direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit to the conservators a sum of ten pounds and further the Company shall exhibit under a like penalty payable to the conservators lights to be similarly approved by the conservators upon any temporary works or materials which may be placed on the river by the Company during the construction of the railway or any works connected therewith.

Lights to be
exhibited
upon the
works and
upon tem-
porary works
during con-
struction.

69. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty Her heirs or successors in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said Duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty Her heirs or successors in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Saving the
rights of the
Duchy of
Cornwall.

A.D. 1893.

General
provisions
for protec-
tion of water
gas hydraulic
power and
electric
companies.

70.—(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs wires or other works (herein-after called apparatus) of any of the following companies viz. the New River Company the Southwark and Vauxhall Water Company the Lambeth Waterworks Company the South Metropolitan Gas Company the London Hydraulic Power Company and the City of London Electric Lighting Company (each herein-after referred to as the protected company and collectively as the protected companies) are situate the Company shall from time to time deliver to such protected company or companies plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to such protected company or companies at least fourteen days before the commencement of any such work.

If it should appear to any protected company that such works will interfere with or endanger any of their apparatus or impede the supply of water gas hydraulic power or electric energy such protected company may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if any protected 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 works so require such protected Company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of such protected company and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction.

(2) In the event of such plans sections and descriptions so delivered to the protected companies as aforesaid not being objected

to within fourteen days the said works shall be executed in strict accordance therewith. A.D. 1893.

(3) Any protected company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of such protected company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to such protected company to be recovered against the Company in any court of competent jurisdiction.

(4) If any interruption in the supply of water gas hydraulic power or electric energy by any protected company shall without the written authority of such protected company be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to such protected company for the use and benefit of such protected company a sum not exceeding ten pounds for every hour during which such interruption shall continue such sum to be recovered by such protected company against the Company in any court of competent jurisdiction.

(5.) The expense of all repairs or renewals of any apparatus of any such protected 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 or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the railway and works or at any time thereafter shall be borne and paid by the Company and may be recovered against the Company by such protected company as the case may be in any court of competent jurisdiction.

(6) It shall be lawful for any protected company and the engineers workmen and others in their respective employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there are existing any mains or pipes of such protected company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing such protected company their engineers or workmen or others in the employ of such company shall not interrupt the user of any of the works by this Act authorised and provided also that such protected company shall make

A.D. 1893.

good and reimburse to the Company all damages to the works by this Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction.

(7.) It shall not be lawful for the Company to lay down any line or rail or to do any act or work for working the railway by electricity whereby any electric apparatus of any protected company is or may be injuriously affected and before any such line or rail is laid down or any such act or work is done within ten feet of any part of any electric apparatus of such protected company (other than repairs or the laying of lines crossing the electric apparatus of such protected company at right angles at the point of shortest distance and so continuing for a distance of six feet on each side of such point) the Company or their agents not less than fourteen days before commencing such work shall give written notice to such protected company specifying the course of the line or rail and the nature of the work including the gauge of any wire or wires intended to be used for electrical energy and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by such protected company for the purpose of preventing any electric apparatus of such protected company from being injuriously affected by the said act or work.

(8.) If any difference shall arise with respect to any matter under this section between the Company and any protected company or their respective engineers or concerning any plans sections or descriptions to be delivered to any such company under the foregoing provisions of this Act the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of such arbitration shall be borne and paid as the arbitrator shall direct.

For the protection of the London and South Western Railway Company.

71. Whereas in the construction and maintaining of the underground railway by this Act authorised certain railways and works of the London and South Western Railway Company (herein-after called "the South Western Company") will or may be interfered with and it is necessary for the proper protection thereof that the following provisions shall have effect Be it enacted as follows (that is to say) :—

(1.) Before commencing any works by this Act authorised within twenty yards of any of the railways works or properties of the South Western Company the Company shall deliver to the South Western Company plans sections and drawings of

the works proposed to be executed with specifications in writing describing the proposed manner of executing the same and if at the expiration of twenty-one days from such delivery the plans sections drawings and specifications shall not be approved by the engineer of the South Western Company (herein-after referred to as the South Western engineer) there shall be deemed to be a difference and such difference shall unless otherwise agreed be settled in manner herein-after provided;

(2.) In the event of the plans sections drawings and specifications being approved by the South Western engineer the said works shall be executed and for the purposes of this section the maintenance and repair hereafter (except in case of emergency) shall be considered as included in the requirements as to execution of the said works in accordance therewith and under the superintendence and to the reasonable satisfaction of the South Western engineer;

(3.) If any difference shall arise between the South Western Company and the Company concerning the plans sections drawings or specifications or concerning the execution of the said works every such difference shall (unless otherwise agreed on) be settled by an umpire to be appointed by the South Western Company and the Company or if they cannot agree upon an umpire then by an umpire to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party;

(4.) The said works shall be so executed and maintained that the traffic upon the railways and the road traffic on the approaches to the railways stations and property of the South Western Company and such approaches shall not be in anywise impeded or interfered with and if from any cause the said works shall fall into such condition as to damage or injure any of the railways or works or property or endanger the traffic to from or thereon or impede or interfere with the use thereof the South Western Company may repair or in case of abandonment remove the said works and may from time to time recover on demand from the Company all reasonable costs and expenses from time to time incurred by the South Western Company in or about such repair or removal;

(5.) The South Western Company may if they deem fit employ watchmen or inspectors and others to watch and inspect and to light the works during the construction repair renewal or removal in under over or upon any railway works or property belonging to them or within twenty yards thereof and the

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wages of such watchmen or inspectors and others and the cost of such lighting shall be borne by the Company ;

- (6) If by reason of the execution or maintenance of the said works the traffic upon the railways and the road traffic on the approaches to the railways and stations and property of the South Western Company shall be impeded the Company shall pay to the South Western Company by way of liquidated damages in addition to the cost and expenses herein-before mentioned one hundred pounds for every hour during which such traffic shall be impeded ;
- (7) The Company shall indemnify the South Western Company for any damage or compensation for which they may be liable by reason of any interruption of the traffic on to or from any railway or property of the South Western Company or by reason of any accident thereon or by reason of any injury or damage to the works lands or property of the South Western Company occasioned by the acts or defaults of the Company ;
- (8) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used on the said railway or on the railways and property of the South Western Company for the purpose of telegraphic telephonic or electric signalling communication or with the currents in such circuits Provided that as regards electric circuits erected or laid down by the South Western Company after the construction of the works of the Company this sub-section shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company ;

Provided always that if the Company or the South Western Company at any future time apply to Parliament to repeal or amend this sub-section in accordance with the report of a joint committee of both Houses of Parliament (whether such report shall or shall not be retrospective in its recommendations) the other company shall not be entitled to oppose such application except on details ;

- (9) In the event of the South Western Company desiring to alter or extend their railway or any of the works approaches buildings or conveniences connected therewith the Company shall give to the South Western Company every reasonable facility for the

execution of such alteration or extension and shall pay any extra cost which may be occasioned to the South Western Company in consequence of the construction on their existing property of the works or the exercise of the powers by this Act authorised ;

- (10) The Company shall acquire an easement only in under through over or upon any works lands and property of the South Western Company which may be necessary for constructing and maintaining the railway and works by this Act authorised ;
- (11) The amount to be paid for the acquisition of any easement in under through over or upon the railway land or property of the South Western Company shall unless otherwise agreed be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of land otherwise than by agreement and any difference which may arise between the South Western Company and the Company with respect to any matters arising out of these provisions shall be settled in like manner so far as the provisions of the said Acts are applicable and in cases where the same are not applicable such difference shall be settled by arbitration as provided by the Companies Clauses Consolidation Act 1845.

72. For the protection of the Mayor and Commonalty and Citizens of London and the Wardens and Commonalty of the Mercers Company as or claiming to be the freeholders of the Royal Exchange (in this section called "the freeholders") the following provisions shall unless otherwise agreed between the Company and the freeholders have effect (that is to say):—

For the protection of the freeholders of the Royal Exchange.

- (1) No portion of the railway or the works connected therewith nor any shaft excavation or work of any kind shall be constructed or made eastward of or beneath the surface of any ground to the eastward of an imaginary line drawn parallel to the foot of the steps leading into the Royal Exchange on the western side and at a distance of 30 feet to the westward of the foot of such steps ;
- (2) The freeholders by the committee known as the Gresham Committee and by writing under the hand of the clerk of the said committee may from time to time appoint some competent engineer (at their own expense) to inspect on their behalf the carrying on and construction of the railway works on the western side of the Royal Exchange and between such exchange and Queen Victoria Street and shall give notice to the Company

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of such appointment and the Company shall permit such engineer and his assistants to have access to their works and shall give to him and them all necessary facilities for such inspection and for enabling him or them to judge whether any works from time to time under construction by the Company are being or are proposed to be carried out in accordance with the foregoing provisions of this section ;

(3) Notwithstanding the section of this Act of which the marginal note is " Company empowered to underpin or otherwise strengthen houses near railway " the Company shall not underpin or strengthen any part of the Royal Exchange unless the engineer appointed by the freeholders as aforesaid shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the Company's cost and risk. If any difference shall arise between the Company and such engineer as to the necessity or the mode of effecting such underpinning or strengthening or other requirements of the said engineer the same shall from time to time as the case requires be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The cost of such reference and award shall be borne as the arbitrator shall direct ;

(4) No requirements of the freeholders or their engineer or decision of the arbitrator aforesaid shall be construed in any way to relieve the Company of their responsibility for the safety of the Royal Exchange or from any liability in respect thereof.

For the
protection
of the Union
Bank of
London.

73. Whereas the bank house offices cellars and premises connected therewith situate in the parishes of Saint Mildred and Saint Mary Woolchurch and partly delineated on the deposited plans and belonging to or reputed to belong to and occupied by the Union Bank of London Limited (which said premises are in this section called " the bank premises ") cover an area of upwards of twelve thousand feet and are about eighty-four feet in height from the level of the pavement and have a basement and sub-basement below the level of the street with lavatories and vaults under the street and the foundations thereof are carried to a depth of twenty-nine feet below the pavement level and the whole building has cost upwards of one hundred thousand pounds in addition to the cost of the ground the greater part of which is freehold. Now the following provisions for the protection of the Union Bank of London

Limited (in this section called "the bank") shall unless otherwise agreed between the Company and the bank be observed and have effect (that is to say) :—

- (1) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere with either permanently or temporarily any part of the bank premises ;
- (2) The railway shall where it passes the bank premises in Mansion House Street be formed of two iron tubes or tunnels of 12 feet or thereabouts internal diameter and where the railway other than the station approach passes in front of the bank premises as aforesaid it shall be constructed at such depth as that there shall be not less than 10 feet in thickness of London clay throughout above the crown of the tunnels ;
- (3) The bank may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within 200 feet of the bank premises during construction and the Company shall give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the bank premises the Company shall forthwith adopt such additional measures and precautions as may be considered necessary for the purpose of preventing damage or injury to the bank premises and in the event of any difference arising between the bank and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct ;
- (4) The Company shall not underpin or strengthen any part of the bank premises unless the engineer or architect appointed by the bank shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the Company's cost and risk and the section of this Act of which the marginal note is " Company empowered to underpin or otherwise strengthen houses near railway " shall not extend or apply to the bank premises If any difference shall arise between the Company and such engineer or architect as to the necessity of or the mode of effecting such underpinning or strengthening the same shall from time to time as the case

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requires be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and the award shall be borne as such engineer shall direct ;

- (5) The Company shall pay the bank compensation for all structural damage or injury of every description which may arise to the bank premises by or from the construction or working of the railway and the bank may claim and receive and recover such compensation from the Company notwithstanding that no part of the bank premises is actually taken.

For protection of
John
Walter.

74. For the protection of John Walter of Printing House Square in the parish of Saint Ann Blackfriars in the City of London esquire justice of the peace the following provisions shall have effect (that is to say):—

- (A) In passing the property of the said John Walter being Nos. 160 and 162 Queen Victoria Street and abutting upon Queen Victoria Street (herein-after called "the Times office") and for a distance of 50 feet on each side of and from any part of the Times office the railway and the tunnels thereof shall be so constructed that no portion thereof shall without the consent of the said John Walter approach nearer to the point perpendicularly under the edge of the kerbstone immediately opposite to such tunnel on the north side of Queen Victoria Street than 12 feet to the south of such point nor shall any portion thereof within the distance aforesaid of the Times office be constructed at a higher level than 65 feet below the surface of the centre of Queen Victoria Street measured from the surface of the said street to the level of the rails in the said tunnels such lateral and vertical limits being shown by red ink lines upon a tracing from the deposited plans and sections which copy is signed in duplicate by the Right Honourable the Earl of Morley Chairman of Committees of the House of Lords one copy whereof has been deposited in the Office of the Clerk of the Parliaments and the other copy whereof has been deposited at the Times office ;
- (B) Before the Company commence any of the said works or any alteration or repairs thereof within or beneath an area having a radius of 200 feet from the Times office measured from the nearest point thereof they shall from time to time give to the said John Walter twenty-eight days previous notice in writing of their intention so to do accompanied by full and detailed

plans sections and specifications of the work so to be executed and showing the nature and details of the soil in or through which the works will be constructed ;

- (c) Within twenty-one days after such service of notice plan and section the said John Walter shall by writing under his hand or the hand of his engineer signify his approval or disapproval of the works thereby indicated or his approval thereof subject to any specified conditions or restrictions and the Company shall not commence or execute such of the said works as shall be reasonably disapproved of and shall comply with and conform to such reasonable conditions and restrictions as shall be so specified ;

Provided always that if the Company shall be of opinion that the disapproval so expressed or the conditions and restrictions so imposed or any of them are or is unreasonable the question of reasonableness shall be referred to arbitration in manner herein-after provided and the Company shall (subject to their complying with any conditions or restrictions imposed by the arbitrator) be at liberty to disregard the conditions or restrictions so imposed by or the disapproval so expressed by the said John Walter or his engineer so far as the same shall be decided by the arbitrator to be unreasonable ;

- (d) The construction of the railway and the tunnels thereof shall for such distance as the same shall be driven within 50 feet of the Times office be proceeded with as rapidly as possible and without cessation ;

- (e) The Company shall at all times and for ever hereafter maintain and keep so much of the railway as shall be situate within 200 feet of the Times office in good substantial and safe repair and condition to the satisfaction of the said John Walter's engineer who shall at all times as well during the construction thereof as afterwards have at all reasonable times free access to the last-mentioned portion of the railway and every facility shall be afforded him for inspection thereof and every notice which he may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company ;

- (f) The Company shall from time to time cause to be made and deposited at the Times office as soon as practicable after the trial borings mentioned in the section of this Act the marginal note whereof is " General provisions as to mode of construction " shall be made accurate and proper plans and sections showing

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the nature of the soil through which such trial borings shall have been driven and also showing the depth of such trial borings below the surface and the position thereof within a radius of 200 feet from the Times office ;

- (G) The Company shall not in the execution of the works by this Act authorised interfere with interrupt or obstruct the works or business carried on at the Times office or the access thereto of any person or any van or other vehicle ;
- (H) The powers conferred upon the Company by the section of this Act of which the marginal note is "The Company may acquire easements only under lands &c. and purchase cellars &c." shall not be exercised in relation to the property of the the said John Walter or any part thereof without his previous consent in writing ;
- (I) The Company shall pay to the said John Walter all reasonable costs and expenses which he may properly incur or be put to in examining and supervising the works authorised by this Act so far as the same are within or under a radius of 200 feet from the Times office including the reasonable costs and fees of the engineer properly employed by him in and about any of the matters arising within or under the aforesaid area and the costs charges and expenses incurred by him of and in relation to any arbitration under this Act ;
- (J) Any difference which may arise under the provisions of this Act between the said John Walter and the Company shall be from time to time referred to and determined by an engineer to be agreed upon between the said John Walter and the Company or failing such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

For the
protection
of the lessees
of Mansion
House
Buildings.

75. For the protection of the executors and trustees for the time being of the will of James Wheeler deceased and of their assigns lessees of the buildings situate at the corner of Queen Victoria Street and the Poultry and known as "Mansion House Buildings" and of numbers 16 and 17 Poultry adjoining (all which persons are in this section included in the expression "the lessees") the following provisions shall have effect (that is to say) :--

- (1) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere with either permanently or temporarily any part of the said buildings ;

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- (2) The tunnels of the railway other than the station approaches where it passes in front of the said buildings shall be constructed at such a level as not to have less than 10 feet in thickness of London clay above the crown of the said tunnels ;
- (3) The lessees may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works during construction within 100 feet of any part of the said buildings and shall give notice to the Company of such appointment and the Company shall give to such engineer architect or surveyor all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company within that distance are attended with danger to the said buildings the Company shall adopt such measures and precautions as may be considered necessary for the purpose of preventing any damage or injury thereto and in the event of any difference arising between the lessees and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct ;
- (4) The Company shall not underpin or strengthen any part of the said buildings unless the engineer architect or surveyor appointed by the lessees shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the Company's cost and risk and the section of this Act of which the marginal note is "Company empowered to underpin or otherwise strengthen houses near railway" shall not extend or apply to the said buildings If any difference shall arise between the Company and such engineer architect or surveyor as to the necessity of or the mode of effecting such underpinning or strengthening the same shall from time to time as the case requires be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final The costs of such reference and the award shall be borne as such engineer shall direct ;
- (5) The Company shall make to the lessees compensation for all structural damage or injury of every description which may arise to the said buildings by or from the construction or working of the railway notwithstanding that no part of the lessees property shall be actually taken by the Company.

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For pro-
tection of
the Gas
Light and
Coke Com-
pany.

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

(A) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the gas company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the gas company; and the Company shall not lay down any such mains pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the gas company Provided always that if the gas company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office the gas company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction ;

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

or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered ;

- (c) If any interruption whatever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of ten pounds for every hour during which such interruption shall continue ;
- (d) It shall be lawful for the gas company and the engineers workmen and others in their respective employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there are existing any mains or pipes of the gas company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing the gas company their engineers or workmen or others in the employ of the gas company shall not interrupt the user of any of the works by this Act authorised And provided also that the gas company shall make good and reimburse to the Company all damages to the works by this Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction ;
- (E) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on 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 or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act

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to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid ;

(F) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called " apparatus ") of the gas company are situate the Company shall from time to time whenever the Company's works are or are intended to be executed within a distance of 15 feet of a main of the gas company deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the gas company at least fourteen days before the commencement of any such work If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if the gas 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 works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction ;

(G) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to

within fourteen days the said works shall be executed in strict accordance therewith; A.D. 1893.

- (H) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company to be recovered against the Company in any court of competent jurisdiction;
- (J) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the gas company or with any requirement of the gas company or in accordance with any direction or award of an arbitrator shall not excuse the Company from paying or making good to the gas company under this Act any costs losses damages expenses interruption or compensation or from indemnifying the gas company under this Act;
- (K) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment and any disagreement within section 19 of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President for the time being of the Institution of Civil Engineers. and the costs and expenses attending any such reference shall be borne and paid as the said arbitrator may direct.

77. Whereas in the construction and maintaining of the underground railway by this Act authorised certain railways and works of the South Eastern Railway Company (herein-after called "the South Eastern Company") will or may be interfered with and it is necessary for the proper protection thereof that the following provisions shall unless otherwise agreed have effect Be it enacted therefore as follows (that is to say):—

For the protection of the South Eastern Railway Company.

- (1) Before commencing any works by this Act authorised within twenty yards of any of the railways works or properties of the South Eastern Company the Company shall deliver to the South Eastern Company plans sections and drawings of the works proposed to be executed with specifications in writing describing the proposed manner of executing the same and if at the expiration of twenty-one days from such delivery the plans sections drawings and specifications shall not be approved by the engineer of the South Eastern Company (herein-after referred to as "the South Eastern engineer") there shall be

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- deemed to be a difference and such difference shall unless otherwise agreed be settled in manner herein-after provided ;
- (2) In the event of the plans sections drawings and specifications being approved by the South Eastern engineer the said works shall be executed and for the purposes of this section the maintenance and repair hereafter (except in case of emergency) shall be considered as included in the requirements as to execution of the said works in accordance therewith and under the superintendence and to the reasonable satisfaction of the South Eastern engineer ;
 - (3) If any difference shall arise between the South Eastern Company and the Company concerning the plans sections drawings or specifications or concerning the execution of the said works every such difference shall (unless otherwise agreed on) be settled by an umpire to be appointed by the South Eastern Company and the Company or if they cannot agree upon an umpire then by an umpire to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party ;
 - (4) The said works shall be so executed and maintained that the traffic upon the railways stations and property of the South Eastern Company shall not be impeded or interfered with and if from any cause the said works shall fall into such condition as to damage or injure any of the railways or works or property or endanger the traffic to from or thereon or impede or interfere with the use thereof the South Eastern Company may repair or in case of abandonment remove the said works and may from time to time recover on demand from the Company all reasonable costs and expenses from time to time incurred by the South Eastern Company in or about such repair or removal ;
 - (5) The South Eastern Company may if they deem fit employ watchmen or inspectors and others to watch and inspect and to light the works during the construction repair renewal or removal in under over or upon any railway work or property belonging to them or within twenty yards thereof and the wages of such watchmen or inspectors and others and the cost of such lighting shall be borne by the Company ;
 - (6) If by reason of the execution or maintenance of the said works the traffic upon the railways stations and property of the South Eastern Company shall be impeded the Company shall pay to the South Eastern Company by way of liquidated damages in addition to the cost and expenses herein-before

mentioned one hundred pounds for every hour during which such traffic shall be impeded; A.D. 1893.

- (7) The Company shall indemnify the South Eastern Company for any damage or compensation for which they may be liable by reason of any interruption of the traffic on to or from any railway or property of the South Eastern Company or by reason of any accident thereon or by reason of any injury or damage to the works land or property of the South Eastern Company occasioned by the acts or defaults of the Company ;
- (8) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used on the said railway or on the railways and property of the South Eastern Company for the purpose of telegraphic telephonic or electric signalling communication. Provided that as regards electric circuits erected or laid down by the South Eastern Company after the construction of the works of the Company this sub-section shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company ;

Provided always that if the Company or the South Eastern Company at any future time apply to Parliament to repeal or amend this sub-section in accordance with the report of a joint committee of both Houses of Parliament (whether such report shall or shall not be retrospective in its recommendations) the other Company shall not be entitled to oppose such application except on details ;

- (9) In the event of the South Eastern Company desiring to alter or extend their railway or any of the works approaches buildings or conveniences connected therewith the Company shall give to the South Eastern Company every reasonable facility for the execution of such alteration or extension and shall pay any extra cost which may be occasioned to the South Eastern Company in consequence of the construction on their existing property of the works or the exercise of the powers by this Act authorised ;
- (10) The Company shall acquire an easement only in under through over or upon any works lands and property of the South Eastern Company which may be necessary for construct-

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ing and maintaining the railway and works by this Act authorised ;

- (11) The amount to be paid for the acquisition of any easement in under through over or upon the railway land or property of the South Eastern Company shall unless otherwise agreed be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and any difference which may arise between the South Eastern Company and the Company with respect to any matters arising out of these provisions shall be settled in like manner so far as the provisions of the said Acts are applicable and in cases where the same are not applicable such difference shall be settled by arbitration as provided by the Companies Clauses Consolidation Act 1845.

For the protection of the London Chatham and Dover Railway Company.

78. For the protection of the London Chatham and Dover Railway Company (herein-after called "the Chatham Company") the following provisions shall unless otherwise agreed between the Company and the Chatham Company be observed and have effect (that is to say) :—

- (1) The Company shall not without the previous consent in writing of the Chatham Company enter upon take or use either temporarily or permanently the railway or property of the Chatham Company (herein-after called "the Chatham railway") or without the like consent alter vary or in any way interfere with the Chatham railway or any of the works connected therewith ;
- (2) Before the Company commence any works under the Chatham railway works and buildings or within 20 yards thereof they shall give to the Chatham Company one month's notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the works so to be executed and the proposed mode of executing the same and no such work shall be commenced until the Chatham Company shall have signified their approval in writing of such plans sections and specifications and the Chatham Company shall within twenty-one days from such notice signify their approval or disapproval in writing but if they disapprove of such plans sections and specifications or the mode of executing the work the reasonableness of such disapproval shall be referred from time to time to the determination of an arbitrator as herein-after provided and if he shall decide that the disapproval is reasonable then he shall determine the mode of executing the works ;

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- (3) In passing under the Chatham railway and the abutments and works connected therewith the Company shall not without the consent in writing of the Chatham Company vary the centre line of the railway shown on the deposited plans to a greater extent than 5 yards ;
- (4) Prior to commencing any part of the works situated under or within 10 yards of the Chatham railway the Company shall make such trial borings as are reasonably necessary for the purpose of ascertaining the nature of the soil through which the tunnels are to be constructed under and within 10 yards of the Chatham railway ;
- (5) The Company shall execute such protective works within the powers of the Company as the engineer of the Chatham Company shall deem necessary for insuring the safety of the Chatham railway works and buildings and the works when commenced shall be proceeded with without cessation and any difference as to the requirements of the engineer of the Chatham Company or the mode of executing the works in pursuance thereof shall be referred from time to time to arbitration as herein-after provided ;
- (6) The railway where the same passes under or within 30 yards on either side of the Chatham railway shall be formed of two longitudinal iron cylinders to be laid at equal distances from the centre line of the railway and not approaching nearer to each other than a distance of 4 feet measured from the external line of the workings of each tunnel ;
- (7) On no account and under no pretext whatsoever shall the soil under the railway works and buildings of the Chatham Company or any part thereof or any of the foundations or any of the structure of the same be disturbed either during the construction of the works or for the purpose of any repairs thereto nor shall any of the soil beneath the same nor any of the foundations thereof other than actually required to be removed in order to make way for the cylinders be taken away or disturbed either during the construction of the railway or at any time after its completion for any purpose whatever without the previous consent in writing of the Chatham Company ;
- (8) The engineer of the Chatham Company shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the Chatham railway works and buildings so to do to stop the construction of so much of the railway as

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shall be situate under the same pending the decision of an arbitrator to be appointed as herein-after mentioned ;

- (9) In the event of any such stoppage as aforesaid and the confirmation thereof by such arbitrator the future construction of the railway so far as it affects the Chatham railway works and buildings shall be carried out in accordance in all respects with the directions of such arbitrator ;
- (10) The Chatham Company shall be entitled at the expense of the Company to supervise the mode in which the plans submitted by the Company are carried out and for this purpose to appoint such engineers clerks of the works inspectors and watchmen as may be reasonably necessary for the purpose ;
- (11) The Company shall at all times maintain the works by which the railway shall be carried under the Chatham railway and the works and conveniences connected therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Chatham Company and if and whenever the Company fail so to do the Chatham Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Chatham Company may reasonably think requisite and the sum from time to time certified by such engineers or failing agreement as awarded by arbitration to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Chatham Company from the Company in any court of competent jurisdiction The engineer of the Chatham Company and those authorised by him shall at all times have free access to the railway and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company ;
- (12) In the event of the Chatham Company desiring to alter or extend their railway or any of the works approaches buildings or conveniences connected therewith the Company shall give to the Chatham Company every reasonable facility for the execution of such alteration or extension ;
- (13) If during the execution of the works the Chatham railway or any of the works or conveniences connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the Chatham Company

may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction; A.D. 1893.

- (14) The Company shall not in making and maintaining working or using the railway and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the Chatham railway or any traffic thereon or the approaches to the railways stations and property of the Chatham Company belonging to that company and if at any time or times hereafter the free uninterrupted and safe user of the Chatham railway or any traffic thereon or the approaches to the railways stations and property of the Chatham Company belonging to that company shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Chatham Company for each such obstruction one hundred pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue;
- (15) During the construction of the railway and works by this Act authorised under and within 10 yards measured horizontally of the Chatham railway the Company shall bear and on demand shall pay to the Chatham Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the Chatham railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise;
- (16) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used on the Chatham railway for the purpose of telegraphic or telephonic communication or electric signalling or with the currents in such circuits Provided that as regards electric circuits erected or laid down by the Chatham Company after the construction of the works of the Company this sub-section shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company;

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Provided always that if the Company or the Chatham Company at any future time apply to Parliament to repeal or amend this sub-section in accordance with the report of a joint committee of both Houses of Parliament (whether such report shall or shall not be retrospective in its recommendations) the other Company shall not be entitled to oppose such application except on details ;

(17) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Chatham Company all costs losses damages and expenses which may be occasioned to the Chatham railway or to any of the works lands or property thereof or to the traffic thereon or to any person or persons using the same or otherwise by reason of the construction or failure of the railway and other works by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectively indemnify and hold harmless the Chatham Company from all lawful claims and demands upon or against them by reason of such execution or failure or of any such omission Provided that nothing herein shall render the Company liable to make compensation by reason of abstraction of traffic or competition ;

(18) All fees costs charges and expenses in respect of any of the matters in this section contained other than matters which become the subject of arbitration under the provision hereinafter contained shall be borne and paid by the Company and all fees costs charges and expenses incurred by the Chatham Company or the Company which shall become the subject of arbitration including the costs of the arbitration shall be in the discretion of the arbitrator ;

(19) Any difference which may arise under the provisions of this section between the Chatham Company and the Company shall be from time to time referred to and determined by an engineer to be agreed upon between the Company and the Chatham Company or failing such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers whose decision shall be final upon the matter so referred ;

(20) The approval by the Chatham Company of any plans or the superintendence by the Chatham Company's engineer of any works under the provisions of this section shall not exonerate the Company from any liability for damage caused to the Chatham railway works and buildings or affect any claim by

the Chatham Company for injury caused to the Chatham railway works and buildings. A.D. 1893.

79. For the protection of the Metropolitan District Railway Company (herein-after called "the District Company") the following provisions shall unless otherwise agreed between the Company and the District Company be observed and have effect (that is to say):—

For the protection of the Metropolitan District Railway Company.

(1) The Company shall not without the previous consent in writing of the District Company enter upon take or use either temporarily or permanently the railway property or stations of the District Company (herein-after called "the District Railway") or without the like consent alter vary or in any way interfere with the District Railway or any of the works connected therewith but the Company shall purchase and acquire an easement only in under through over or upon any works lands or property of the District Company which may be necessary for constructing and maintaining the railway and works by this Act authorised in the manner provided for in this section and the District Company may and shall grant such easement accordingly. The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Acts with respect to the purchase of land otherwise than by agreement;

(2) The Company shall not in any future session of Parliament apply for power to extend their railway beyond the proposed station at or near the termination of the railway by this Act authorised;

(3) Before the Company commence any works or any alterations or repairs thereof under the District Railway works and buildings or within 30 yards thereof they shall give to the District Company one month's notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the works so to be executed and the proposed mode of executing the same and no such work shall be commenced until the District Company shall have signified their approval in writing of such plans sections and specifications and the District Company shall within twenty-one days from such notice signify their approval or disapproval in writing but if they disapprove of such plans sections and specifications or the mode of executing the work the reasonableness of such disapproval shall be referred from time to time to the determination of an arbitrator as herein-after provided and if he

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shall decide that the disapproval is reasonable then he shall determine the mode of executing the works ;

- (4) In passing under the District Railway and the abutments and works connected therewith the Company shall not between 1 mile 0 furlong 1 chain and 1 mile 2 furlongs 4 chains on the deposited plans without the consent in writing of the District Company vary the centre line of the railway shown on the deposited plans and the railway shall be so constructed that no portion thereof shall without the like consent be constructed at a higher level than shown on the deposited sections ;
- (5) Prior to commencing any part of the works situated under or within 50 yards of the District Railway the Company shall make trial borings throughout the entire line of the proposed tunnels under or within 50 yards of the District Railway for the purpose of ascertaining the nature of the soil through which the tunnels are to be constructed ;
- (6) The Company shall execute such protective works within the powers of the Company and take such other precautions (including underpinning and the use of compressed air) as the engineer of the District Company shall deem necessary for insuring the safety of the District Railway works and buildings and the works when commenced shall be proceeded with without cessation and any difference as to the requirements of the engineer of the District Company or the mode of executing the works in pursuance thereof shall be referred from time to time to arbitration as herein-after provided ;
- (7) The railway where the same passes under or within 30 yards on either side of the District Railway shall be formed of two longitudinal iron cylinders to be laid at equal distances from the centre line of the railway and not approaching nearer to each other than a distance of four feet measured from the external line of the workings of each tunnel and such cylinders shall not be more than 13 feet in external diameter between 1 mile 0 furlong 1 chain and 1 mile 2 furlongs 4 chains on the deposited plans ;
- (8) On no account and under no pretext whatsoever shall the soil under the railway works and buildings of the District Company or any part thereof or any of the foundations or any of the structure of the same be disturbed either during the construction of the works or for the purpose of any repairs thereto nor shall any of the soil beneath the same nor any of the foundations thereof other than actually required in the

judgment of the engineer of the District Company to be removed in order to make way for the cylinders be taken away or disturbed either during the construction of the railway or at any time after its completion for any purpose whatever without the previous consent in writing of the District Company ;

(9) The engineer of the District Company shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the District Railway works and buildings so to do to stop the construction of so much of the railway as shall be situate under the same pending the decision of an arbitrator to be appointed as herein-after mentioned ;

(10) In the event of any such stoppage as aforesaid and the confirmation thereof by such arbitrator the future construction of the railway so far as it affects the District Railway works and buildings shall be carried out in accordance in all respects with the directions of such arbitrator ;

(11) The District Company shall be entitled at the expense of the Company to supervise the mode in which the works described in the plans submitted by the Company are carried out and for this purpose to appoint such engineers clerks of the works inspectors and watchmen as may be reasonably necessary for the purpose ;

(12) The Company shall at all times maintain the works by which the railway shall be carried under the District Railway and the works and conveniences connected therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the District Company and if and whenever the Company fail so to do the District Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the District Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the District Company from the Company in any court of competent jurisdiction The engineer of the District Company and those authorised by him shall at all times have free access to the railway and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company ;

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- (13) In the event of the District Company desiring to repair their railway or any of the works approaches buildings or conveniences connected therewith the Company shall give to the District Company every reasonable facility for the execution of such reparation and shall pay any extra cost which may be occasioned to the District Company in consequence of the construction of the works or the exercise of the powers by this Act authorised ;
- (14) If during the execution of the works the District Railway or any of the works or conveniences connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the District Company may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction ;
- (15) The Company shall not in making and maintaining working or using the railway and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the District Railway or any traffic thereon or the access for passengers to any of their stations and if at any time or times hereafter the free uninterrupted and safe user of the District Railway or any traffic thereon or the access for passengers to any of their stations shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the District Company for each such obstruction one hundred pounds per hour by way of liquidated damages for every hour during which each such obstruction hindrance or interference shall continue ;
- (16) During the construction of the railway and works by this Act authorised under and adjacent to the District Railway the Company shall bear and on demand shall pay to the District Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the District Railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident likely to arise from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise ;
- (17) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway and all electrical plant in all respects as to prevent any in-

jurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used on the District Railway for the purpose of telegraphic or telephonic communication or electric signalling or with the currents in such circuits. Provided that as regards electric circuits erected or laid down by the District Company after the construction of the works of the Company this sub-section shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonable close proximity to the railway or works of the Company but the laying down of such circuits in the existing tunnels of the District Company is not to be considered in unreasonable proximity within the meaning of this sub-section;

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Provided always that if the Company or the District Company at any future time apply to Parliament to repeal or amend this sub-section in accordance with the report of a joint committee of both Houses of Parliament (whether such report shall or shall not be retrospective in its recommendations) the other Company shall not be entitled to oppose such application except on details;

(18) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the District Company all costs losses damages and expenses which may be occasioned to the District Railway or to any of the works lands or other property thereof or to the traffic thereon or to any person or persons using the same or otherwise by reason of the construction or failure of the railway and other works by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the District Company from all lawful claims and demands upon or against them by reason of such execution or failure or of any such omission. Provided that nothing herein shall render the Company liable to make compensation by reason of abstraction of traffic or competition;

(19) All reasonable fees costs charges and expenses in respect of any of the matters in this section contained other than matters which become the subject of arbitration under the provision herein-after contained shall be borne and paid by the Company and all fees costs charges and expenses incurred by the District Company or the Company which shall become the subject of arbitration including the costs of the arbitration shall be in the discretion of the arbitrator;

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(20) Any difference which may arise under the provisions of this section between the District Company and the Company shall be from time to time referred to and determined by Mr. James Staats Forbes and Mr. Charles Scotter or in the event of their failing to agree by an engineer to be appointed by them and in the event of the death of either of them or of their failing to appoint an engineer by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers whose decision shall be final upon the matter so referred ;

(21) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the District Company or with any requirement of the District Company or under the superintendence of the District Company's engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the District Railway works and buildings or affect any claim by the District Company for injury caused to the District Railway works and buildings.

For the pro-
tection of the
Central
London
Railway
Company.

80. Whereas by the Central London Railway Act 1892 (section 28) provision was made that the Central London Railway Company should submit to the Commissioners a comprehensive scheme and design for the central station and booking office and for public subways as in the said section described and it is desirable that the execution of any of the works authorised by this Act which would interfere with the construction of such central station booking office and subways should be postponed as herein-after provided the following provisions shall be observed and have effect (that is to say) :--

Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not without the consent in writing of the Commissioners and of the Central London Railway Company construct or execute any work eastward of a point one mile four furlongs and three and a half chains from the commencement of the railway as shown on the deposited plans except the portion of railway delineated on the said plans and the Company in constructing the said portion of railway shall not without the like consent deviate northward from the centre line thereof as shown on the said plans or downwards from the levels thereof as shown on the deposited sections and the said portion of railway shall be formed of a single iron tube or tunnel of not more than twelve feet internal diameter and

shall not extend beyond the point marked on the deposited plans "termination of railway": A.D. 1893.

Provided always that nothing in this section contained shall prejudice any future application by the Company to Parliament for power to construct further works.

81. While the Company are possessed under the authority of this Act of any lands houses buildings cellars easements or other property within the parish of Christ Church Southwark assessed or liable to be assessed to any poor or other parochial rates and until the works to be constructed by the Company in or upon any such lands are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the aggregate value at which the said lands houses buildings cellars easements and property were assessed to the last rate made before the passing of this Act the Company shall be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars easements or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands houses buildings cellars easements or other property were assessed to the last rate made before the passing of this Act.

Company to make good parochial rates until works are assessed.

82. For the protection of the safes offices cellars vaults and premises connected with and forming part of the premises of the National Safe Deposit Company (Limited) situated at No. 1 Queen Victoria Street in the City of London (herein-after referred to as "the deposit company") the following provisions shall unless otherwise agreed be observed and have effect (that is to say):—

For the protection of the National Safe Deposit Company Limited.

(1) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere with either permanently or temporarily any part of the premises of the deposit company;

(2) The railway and station tunnels other than the shafts and underground approaches to the stations shall where they pass the premises of the deposit company in Queen Victoria Street and Mansion House Street respectively be constructed at such depth as that there shall be not less than 10 feet in thickness of London clay throughout above the crown of the tunnels but this requirement shall not apply to short or sudden depressions or pot holes in the clay and shall be so constructed that no portion thereof shall without the consent of the deposit company approach nearer to the point perpendicularly under the edge of the kerbstone immediately opposite to such tunnels on

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the south-east side of Queen Victoria Street and Mansion House Street respectively than 5 feet to the north-west and north respectively of such points ;

- (3) Before the Company commence any of their works within or beneath an area having a radius of 50 feet from the building of the deposit company measured from the nearest point thereof they shall from time to time give to the deposit company twenty-one days previous notice in writing of their intention so to do ;
- (4) The construction of the railway and the tunnels thereof for such distance as the same shall be within 50 feet of the buildings of the deposit company shall after commencement thereof be proceeded with with all reasonable rapidity ;
- (5) The Company shall at all times and for ever hereafter maintain and keep so much of the railway as shall be situate within 50 feet of the buildings of the deposit company in good substantial and safe repair and condition and the engineer architect or surveyor of the deposit company shall at all reasonable times during the construction thereof have free access to the works within the limit above referred to and every facility shall be afforded him for inspection thereof ;
- (6) The engineer architect or surveyor of the deposit company shall from time to time have access to the plans and sections of the trial borings mentioned in the section of this Act the marginal note whereof is "General provisions as to mode of construction" so far as the same relates to the subsoil within a radius of 50 feet from the buildings of the deposit company ;
- (7) The Company shall not in the execution of the works by this Act authorised interfere with interrupt or obstruct the business carried on at the buildings of the deposit company or the access thereto ;
- (8) The powers conferred upon the Company by the section of this Act the marginal note whereof is "The Company may acquire easements only under lands &c. and purchase cellars &c." shall not be exercised in relation to the property of the deposit company or any part thereof except as regards vaults or cellars under the carriageway of Queen Victoria Street without the previous consent in writing of the deposit company ;
- (9) The deposit company may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within 50 feet of the premises of the deposit company during construction and the Company shall

give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the premises of the deposit company the Company shall forthwith adopt such additional means and precautions as may be considered necessary for the purpose of preventing damage or injury thereto and in the event of any difference arising between the deposit company and the Company with reference thereto such difference shall be referred to an engineer to be agreed upon or in default of agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party ;

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(10) If the Company desire to underpin or strengthen any part of the premises of the deposit company such underpinning or strengthening shall be carried out under the supervision of the engineer architect or surveyor of the deposit company at the cost and risk of the Company. If any difference shall arise between the Company and such engineer architect or surveyor as to the necessity of or the mode of effecting such underpinning or strengthening the same shall from time to time as the case requires be referred to an engineer to be agreed upon or in default of agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. Provided always that pending such decision the Company shall not proceed with the works except on the conditions required by the engineer of the deposit company or by such architect or surveyor as aforesaid as the case may be the Company shall pay to the deposit company all reasonable costs and expenses which they may properly incur or be put to with reference to any underpinning or strengthening of the premises of the deposit company including the reasonable costs and fees of the engineer architect or surveyor properly employed by the deposit company in and about any such underpinning or strengthening and the costs charges and expenses incurred in relation to any arbitration under this Act and of the award made thereon shall be borne as the arbitrator shall direct ;

(11) The Company shall notwithstanding any previous approval of the works by the engineer of the deposit company or by such architect or surveyor as aforesaid as the case may be pay to the deposit company compensation for all structural damage which may at any time arise to the deposit company's safes

A.D. 1893.

offices cellars vaults machinery and premises by or from the construction or working of the railway ;

(12) Any requirements of the deposit company or their engineer architect or surveyor or decision of the arbitrator aforesaid shall not be construed in any way to relieve the Company of their responsibility for the safety of the machinery or premises of the deposit company or any part thereof ;

(13) The Company shall so construct their electric circuits and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric apparatus of the deposit company Provided that as regards electric apparatus erected or laid down by the deposit company after the construction of the works of the Company this subsection shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such apparatus and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company :

Provided always that if the Company or the deposit company at any future time apply to Parliament to repeal or amend this subsection in accordance with the report of a joint committee of both Houses of Parliament (whether such report shall or shall not be retrospective in its recommendations) the other Company shall not be entitled to oppose such application except on details.

As to the
Metropolitan
Building
Acts.

83. Any buildings erected on any land acquired under this Act (except such buildings or parts of buildings as may be used for the purposes of railway works or a station) shall be subject to the provisions of the Acts relating to buildings in the Metropolis.

Owners may
be required
to sell parts
only of cer-
tain lands
and build-
ings.

84. And whereas in the construction of the railway and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of certain of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions

only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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85. With respect to the lands described in the Second Schedule to this Act which the Company are by the provisions of this Act authorised to enter on take and use for the purposes of the railway and works the Company shall not be required wholly to take those lands or any part of the surface thereof or any houses buildings manufactories and premises therein or any cellar vault or other construction held or connected therewith but the Company may appropriate and use the subsoil and under-surface of any such lands and if the Company require to take use pull down or open any such vault cellar or arches as aforesaid they may purchase take and use and the owners of and other persons interested in any such vault cellar or arches shall sell the same for the purposes of the railway and works and the purchase of any such cellar vault or construction shall not in any case be deemed the purchase of a part of a house or other building or manufactory within the said section 92 of the Lands Clauses Consolidation Act 1845 But nothing in this section contained nor any dealing with the lands in pursuance of this section shall relieve the Company from the liability to compensation under the 68th section of the Lands Clauses Consolidation Act 1845 and every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Acts.

The Company may acquire easements only under lands &c. and purchase cellars &c.

86. If in the execution and maintenance of any works authorised by this Act it shall be necessary in order to avoid injury to the houses and buildings within one hundred feet of the railway to underpin or otherwise strengthen the same the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

Company empowered to underpin or otherwise strengthen houses near railway.

(1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened ;

(2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the

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premises to be underpinned or strengthened shall be sent to the principal office of the Company ;

- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be 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 an engineer to be appointed at the instance of either party by the Board of Trade ;
- (4) 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 and if so required by such owner lessee or occupier shall 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 ;
- (5) The cost of the reference shall be in the discretion of the referee ;
- (6) The Company shall be liable to compensate the owners lessees and occupiers 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 ;
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof ;
- (8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act ;

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(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts ;

(10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

87.—(1) The Company shall not under the powers of this Act purchase or acquire in any parish within the Metropolis as defined by the Metropolis Management Act 1855 twenty 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.

Restriction
on taking
houses of
labouring
class.

(2) For the purposes of this section the expression "labouring class" means and includes mechanics artisans 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.

88. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter 20 a sum of twenty-six thousand one hundred and twenty-six pounds fourteen shillings and three pence two and three-quarters per cent. Consolidated Stock being equal in value to five per centum on the amount of the estimate in respect of the railway has been deposited with the Paymaster General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the deposit fund 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 which persons survivors or survivor are or is in this Act referred to as "the depositors" unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway or any part thereof the deposit fund shall be applicable and shall be applied in the manner provided by the next following section of this Act Provided that if within such period as aforesaid the Company open

Deposit
money not to
be repaid
except so far
as railway is
opened.

A.D. 1893. any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

89. If the Company do not previously to the expiration of the period limited for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors Provided that until the deposit fund has 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 depositors.

90. If the railway is not completed within five 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 same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

A.D. 1893.
Period for completion of works.

91. The Company may demand and take for the conveyance of passengers upon the railway any rates or charges not exceeding threepence for each passenger.

Tolls for passengers.

92. The Company may demand and take for small parcels conveyed upon the railway any rates or charges not exceeding the following (that is to say):—

Tolls for small parcels.

For any parcel not exceeding seven pounds in imperial avoirdupois weight threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in like weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in like weight sevenpence ;

For any parcel exceeding twenty-eight pounds in weight such sum as they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

93. Every passenger travelling upon the railway may take with him his personal luggage not exceeding twenty-eight pounds in weight without any charge being made for the carriage thereof all such personal luggage to be carried by hand and at the responsibility of the passenger and not to occupy any part of a seat or to be of a form or description to annoy or inconvenience any other passenger.

Passengers' luggage.

94. 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 upon the railway.

Foregoing charges not to apply to special trains.

95. The Company shall not carry on the railway any cattle or other animals or any goods articles or merchandise other than parcels nor unless they think fit any parcels exceeding twenty-eight pounds in weight.

Company not to carry animals or goods.

96. The remuneration for any services which have been performed by the Company in pursuance of the enactments relating to

Carrying of mails by the railway.

A.D. 1893.

the conveyance of Her Majesty's mails by railway (except in the case where a mail guard is sent with bags of letters upon the same conditions as any other passenger under the power conferred by section 11 of the statute 7 and 8 Victoria chapter 85) shall be such as may be from time to time determined by agreement between Her Majesty's Postmaster General and the Company or in default of agreement by the Railway and Canal Commission which is hereby empowered to determine the same in the manner provided by the Railway and Canal Traffic Acts 1873 and 1888 with respect to differences between railway companies and for this purpose the Company and the Postmaster General shall be deemed to be railway companies and this provision shall have effect in lieu of any provision respecting remuneration contained in the enactments relating to the conveyance of mails by railway.

For the purposes of this section the expression "mails" has the same meaning as in the Regulation of Railways Act 1873 and includes parcels within the meaning of the Post Office (Parcels) Act 1882.

Working
class trains.

97. Nothing in this Act shall be deemed to confer on the Company any right to claim exemption from any requirements of the Board of Trade under the Cheap Trains Act 1883 or any statutory modifications thereof or from the provisions of any general Act or any special Act of Parliament which may be hereafter passed dealing with the subject of cheap trains.

Agreements
with public
bodies and
companies.

98. The Company may from time to time enter into and carry into effect contracts agreements and arrangements with the Council the Corporation and the Commissioners or any of those bodies or any district board of works vestry or other authority or any company or body having the control or management of streets roads sewers water gas or other pipes wires or apparatus or the London and South Western Railway Company or the Central London Railway Company with respect to the mode of construction maintenance or user of the railway or any part or parts thereof and the works and conveniences connected therewith the acquisition and appropriation of lands works and property the formation and user of approaches to the railway from any streets roads or public places and any incidental matters.

Power to
enter into
working
agreements.

99. The Company on the one hand and the London and South Western Railway Company and the Central London Railway Company or either of them on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888

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Act, 1893.

from time to time enter into and carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say):— A.D. 1893.

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

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

The supply and maintenance under any agreement for the railways of either of the contracting companies being worked and used by any other of those companies of engines stock plant and machinery necessary for the purposes of any such agreement ;

The supply of electricity or electrical energy or power to the Company ;

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

The employment of officers and servants ;

The appointment of joint committees for the purposes of any such agreements :

And any such agreement between the Company and the London and South Western Railway Company may provide for the guarantee by the last-mentioned company of interest or dividends not exceeding four per centum per annum upon the share and borrowed capital of the Company or either of them or any part or parts thereof respectively and such guarantee (if granted) shall rank after the interest on the loan capital of the London and South Western Railway Company.

100. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or Saving for
Postmaster
General.

A.D. 1893. — any part thereof is worked by the London and South Western Railway Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Power to pay
interest
of capital
during
construction.

101. Notwithstanding anything in this Act or any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

- (A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same ;
- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear ;
- (C) The aggregate amount to be so paid for interest shall not exceed twenty-five thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid ;
- (D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares ;
- (E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise 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. 1893.

102. 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 to 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.

103. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act. Provision as to general Railway Acts.

104. 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. Costs of Act.

A.D. 1893.

The **SCHEDULES** referred to in the foregoing Act.

THE FIRST SCHEDULE.

DESCRIBING HOUSES BUILDINGS MANUFACTORIES AND PREMISES OF
 WHICH PORTIONS ONLY MAY BE TAKEN.

Parish or Place.	Number on deposited Plans.
Saint Mary Lambeth - - -	56 and 57.
Christ Church Southwark - -	30 and 31.

THE SECOND SCHEDULE.

DESCRIBING LANDS &c. IN RESPECT OF WHICH EASEMENTS ONLY MAY
 BE TAKEN.

Parish or Place.	Number on deposited Plans.
Christ Church Southwark - -	2 2A 2B 4 5 6 7 8 9 10 11 12 13 14 15 16 17 19 20 21 22 25 26 26A 28 29 30 and 31.

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