CHAPTER iv.

An Act for incorporating the Baker Street and Waterloo Railway Company and for empowering them to construct Underground Railways from Baker Street Station to Waterloo Station in the county of London and for other purposes. [28th March 1893.]

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WHEREAS a direct connection between Baker Street and Waterloo Stations for passengers with facilities for traffic to and from Regent Street and Charing Cross and the adjacent parts of London would be of public and local advantage:

And whereas such connection and facilities can be conveniently provided by means of underground railways worked by electricity or cable power and approached by inclines stairs or lifts:

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 plans and sections showing the lines and levels of the works authorised by this Act and also a book 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 clerk of the peace for the county of London and are herein-after respectively referred to as the deposited plans sections and book of reference:

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

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

Short title.

1. This Act may be cited as the Baker Street and Waterloo Railway Act 1893.

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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 and 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 regulation and 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" "the railways" and "the undertaking" mean respectively the underground railways and the undertaking by this Act authorised;

The expression "the council" means the London County Council;

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall 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 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.

Company incorporated.

4. Colonel the Honourable Henry Walter Campbell Arthur Edward Guest Major-General Charles Taylor Du Plat Colonel Ambrose Humphrys Bircham Lieutenant-Colonel Francis Douglas Grey Arthur Ralph Ricardo 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 railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Baker Street and Waterloo 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.

Power to make works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and other works hereinafter described with all necessary and proper stations platforms approaches passages subways tunnels sidings shafts lifts inclines buildings apparatus generating plant depôts machinery appliances works and conveniences connected therewith and may subject as aforesaid enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes:

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 where the railways are shown in tunnel on the deposited plans and sections except temporarily for the purpose of the trial borings hereafter mentioned but subject to the provisions of this Act the Company may enter upon take and use the subsoil and undersurface of any public street road or footway shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes aforesaid.

Description of works.

6. The railways and works herein-before referred to and authorised by this Act will be situate in the county of London and are—

A Railway (No. 1) one mile one furlong and fifty links in length wholly in the parish of St. Marylebone commencing in

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and near the western end of New Street Upper Baker Street ten yards or thereabouts eastward from the eastern side of Dorset Square and terminating at the southern end of Langham Place at its junction with Regent Street:

A Railway (No. 2) five furlongs and four chains in length commencing in the parish of St. Marylebone by a junction with the intended Railway No. 1 at the above-described termination thereof and terminating in the parish of St. James Westminster in Regent Street aforesaid at or near the eastern end of the Quadrant opposite the County Fire Office:

A Railway (No. 3) one mile one furlong and seven chains in length commencing in the parish of St. James Westminster by a junction with the intended Railway No. 2 at the above-described termination thereof and terminating in the parish of St. Mary Lambeth on the southern side of James Street 90 yards or thereabouts measured along that street from its easternmost junction with Lambeth Lower Marsh.

General provisions as to mode of construction.

7.—(1.) Each railway so far as shown as in tunnel on the deposited plans shall be constructed in two tunnels for separate up and down traffic and shall be approached by means of inclines stairs or hydraulic or other lifts.

(2.)—(A.) The tunnels of which the railways 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 up to and for a reasonable distance both in front of and behind the working faces All such tunnels shall be lined throughout with iron or other sufficient metal plates properly jointed throughout:

(B.) Every shaft 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 internal diameter of the station tunnels shall not exceed twenty-five feet and the internal diameter of the tunnels between the stations shall not (except where necessary for adjustment at curves) exceed twelve feet and the internal diameter of the shafts shall not exceed forty feet:

(D.) The crown of the arch or cylinder forming the tunnels of which the railway consists shall in the vicinity of the Nelson column in Trafalgar Square be at a depth of not less than ten feet below the surface of the London clay.

(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 is 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 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 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 book 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.

(9.) The Company shall in addition to the ventilation afforded by the shafts which carry the lifts provide at each intermediate station

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a separate shaft for ventilation not less than 5 feet in diameter and at the terminal station at Baker Street shall provide a ventilating shaft or opening not less than double the capacity of those to be constructed at the intermediate stations.

Motive power.

8. The traffic on the railways shall be worked by electricity or cable power.

Provisions for protection of the Postmaster-General.

9. The following provisions shall have effect for the protection of Her Majesty's Postmaster-General (that is to say) :—

In the event of any of the railways of the Company 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 railways 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 protection of the works of the National Telephone Company.

10. For the protection of the National Telephone Company Limited its 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.

Capital.

11. The capital of the Company shall be one million two hundred and fifty thousand pounds in one hundred and twenty-five thousand shares of ten pounds each.

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

12. 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.

13. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall intervene between

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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.

14. 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.

15. 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.

16. 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.

Half-shares to be registered and certificates issued.

17. 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.

Terms of issue to be stated on certificates.

18. The terms and conditions on which any preferred half-share or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

Forfeiture of preferred shares.

19. 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.

Preferred shares not to be cancelled or surrendered.

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

Half-shares to be half-shares in capital.

21. 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 and privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow on mortgage.

22. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole four hundred and sixteen thousand pounds and the Company may as each sum of three hundred thousand pounds of the capital has been issued and accepted and one-half of each such sum has been paid up borrow on mortgage any sums not exceeding one hundred thousand pounds and in respect of the remaining fifty thousand pounds may borrow any sum not exceeding sixteen thousand pounds but no part thereof shall be borrowed until the whole of the capital in respect of which the borrowing power is exercised is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such portion of the capital has 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

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and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations 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 Provided that no money shall be borrowed under the powers of this section until Railway No. 3 has been completed and of such completion a certificate of the Board of Trade shall be sufficient evidence.

Arrears may be enforced by appointment of a receiver.

23. 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.

24. 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.

25. 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.

26. 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.

First ordinary meeting.

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

Number of directors.

28. The number of directors shall be seven but the Company may from time to time increase and reduce the number of directors provided that the number be not more than ten or less than four.

Qualification of directors.

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

Quorum of directors.

30. The quorum of a meeting of directors shall be three unless the number of directors shall exceed seven and if the number exceeds seven the quorum shall be five.

First directors.

31. Colonel the Honourable Henry Walter Campbell Arthur Edward Guest Major-General Charles Taylor Du Plat Colonel Ambrose Humphrys Bircham Lieutenant-Colonel Francis Douglas Grey Arthur Ralph Ricardo and one other person 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 any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if 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.

Election of directors.

Lands for extra-ordinary purposes.

32. 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 one acre but nothing in this Act shall exonerate the Company from any action indictment 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.

Period for compulsory purchase of lands.

33. 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 land may grant easements.

34. 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 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

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apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to retain sell &c. lands.

35. 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.

36. 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 obtained.

Power to deviate vertically.

37. 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 it shall not be lawful for the Company to deviate upwards from the said levels to such an extent as to bring the rails within forty-two feet of the surface of any road or street between the commencement of Railway No. 1 and the Marylebone Road or within fifty feet of the surface of the ground between the Marylebone Road and the northern side of the River Thames nor to deviate more than five feet upwards on the south side of the River Thames.

Company not to break up surface of streets.

38. The Company shall not where the railway is shown as in tunnel on the deposited plans break up or disturb the surface of any street or road for the purpose of constructing the railway but nothing herein contained shall restrict the rights of the Company to the use of the streets or roads for purposes of ordinary traffic or of access to or in connection 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. A.D. 1893.

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

39. 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.

40. 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 book of reference.

No generating station to be north of the Thames.

41. 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.

For protection of sewer at Regent's Park.

42. Whereas the council are about to construct a new intercepting sewer at or near the Outer Circle Regent's Park and the construction of the railway in the situation and at the elevation shown on the deposited plans and sections between the points marked on the deposited plans of Railway No. 1 as four furlongs and five furlongs would interfere with the construction of the said proposed sewer Therefore the Company shall in constructing their railway between those points make such deviations in level in a downward direction (not exceeding five feet) as may be necessary to avoid any interference with the construction of the said intercepting sewer.

Protecting the Victoria Embankment.

43. 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 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.

As to the Metropolitan Building Acts.

44. 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.

Working-class trains.

45. 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

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any special Act of Parliament which may be hereafter passed dealing with the subject of cheap trains.

As to station at corner of Argyll Street.

46. If the Company use for the purpose of making a station any of the lands delineated on the deposited plans and described in the deposited book of reference at the north-western corner of Argyll Street they shall set back the frontage of the properties to Argyll Street numbered on the said plans 6 and 7 in the parish of St. James Westminster to such an extent as shall make that street at its junction with Oxford Street of the same width as it is opposite the property numbered 8 in the said parish on the said plans but this provision shall not prevent the Company from using for the purpose of their station the subsoil beneath any part of the said properties which will be thrown into the street.

Conditions to be observed in opening road for boring purposes.

47. At least seven clear days before commencing any vertical borings from the surface of any part of any street 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.

As to entrances at stations &c.

48. The entrance and exits to and from the station building and the waiting accommodation to be provided therein for passengers shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and before the works are commenced plans thereof shall be submitted to the council in respect of all stations and in default of agreement the same shall be determined by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

As to carting materials and soil.

49. In the construction of the railway and works the Company shall not permit or suffer any cart or 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 except between the hours of ten o'clock p.m. and seven o'clock a.m. and shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway or works through the public streets except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom and if the Company their contractors servants or agents commit any breach

of this section they shall be liable to a penalty not exceeding forty shillings for each offence and any such penalty may be recovered in a summary manner before any court of summary jurisdiction.

Owners may be required to sell parts only of certain lands and buildings.

50. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only 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 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 property 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.

For the protection of the sewers of the council.

51. 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

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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 direct 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 within the limits prescribed by this Act from the line or levels shown upon such plans or sections for the purpose of avoiding injury or risk of injury to the sewers of the council and the Company shall in constructing such works 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 bridges 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 access to plans in their possession and to any sewers in order to enable the Company to obtain trustworthy information) and shall comprise detailed drawings of any 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.

52. 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 council to erect or maintain any building beyond the general line of building in any street.

Walls of buildings to be made good.

53. 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.

54. 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.

55. The Company shall not 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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For the protection of sewers of district boards and vestries.

56. 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 sewers drains or works 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 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 or 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 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.

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

57. 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 in or under bed or on shore of Thames until plans approved.

58. The Company shall not make or commence any work on the shore of or in or under the 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 bed of river and as to tunnelling under river.

59. 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

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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 consent of conservators.

60. The Company shall not (except as 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.

No permanent works to be erected in the river.

61. The Company shall not in the construction or maintenance of the railway permanently erect any works on the bed or shore of the River Thames and no part of the railway and works shall without the like consent be so constructed as to prevent the conservators from deepening and dredging the river to the extent of twenty-five feet below the level of Trinity high-water mark for a distance of seventy-five yards from the present south bank of the river and thirty-five feet in respect of the remaining portion of the river.

Lights to be exhibited upon the works and upon temporary works during construction.

62. 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 ten pounds and further the Company shall exhibit under a like penalty 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.

Power for Commissioners of Woods to grant a lease for 999 years to the Company.

63. The powers of leasing given by the Crown Lands Act 1829 shall extend to enable the Commissioners of Woods or either of them with the consent of the Treasury to grant and to enter into any agreement for granting to the Company a lease of such Crown lands as may be required for the purposes of this Act for a station in the parish of St. James Westminster at or near the junction of Piccadilly with the Haymarket and for any term commencing on or before the fifth day of July one thousand eight hundred and ninety-five and not exceeding nine hundred and ninety-nine years.

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

64. 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 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 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 or 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

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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 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 costs 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;

(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 so far as

relates to works on land now belonging to the South Western Company pay any extra cost which may be occasioned to the South Western Company in consequence of the construction 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 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 Consolidation Act 1845 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 Act 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.

Saving rights and protecting property of the Crown Estate Paving Commissioners.

65. Nothing in this Act or in the Acts wholly or partly incorporated with this Act contained shall take away prejudice diminish or affect any of the estates rights privileges powers or authorities vested in or enjoyed or exercised or exercisable by the Crown Estate Paving Commissioners (herein-after called "the Paving Commissioners") and the Company shall not without the consent in writing of the Paving Commissioners first had and obtained for that purpose (which consent the Paving Commissioners are hereby authorised to give upon such terms and under such conditions as they shall deem expedient) take use or in any manner interfere with any land soil subsoil under surface tenements or hereditaments which may at any time be under the charge jurisdiction and management of the Paving Commissioners or any property or things of or belonging to the Paving Commissioners or in which they may be interested.

For the protection of the Vestry of St. James Westminster.

66. With reference to so much of the railways and works by this Act authorised as will be made in the parish of St. James Westminster and for the protection of the vestry of that parish (in this section called "the vestry") the following provisions shall apply:—

(1.) All tunnels arches and other works within the said parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary and any other exceptional traffic lawfully using the streets within

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the said parish but also any steam roller that the vestry may use for repairing the streets or roadways and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works;

(2.) The Company shall not deposit any subsoil or materials anywhere within the said parish so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the said parish;

(3.) The Company shall make full compensation to the vestry for any damage to or subsidence of any 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 railway or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railway or works or at any time thereafter.

As to hoardings on footways.

67. It shall not be lawful for the Company to place any hoarding on any part of any public footway in Oxford Street Regent Street Piccadilly or the Haymarket 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.

For protection of the Portman and Portland estates.

68. The following provisions shall have effect for the protection of the Portman Estate and the Portland Estate and the respective owners thereof:—

(1.) In this section the expression "the Portman Estate" means the estate of which the Right Honourable William Henry Berkeley Viscount Portman is or claims to be now tenant for life in the parish of St. Marylebone and the expression "the owner" with reference to the Portman Estate means the Viscount Portman and includes his heirs sequels in estate and assigns owners for the time being of the houses buildings and lands in the parish of St. Marylebone aforesaid;

(2.) In this section "the Portland Estate" means the estate of which the trustees of the will of William Henry Cavendish Scott fourth Duke of Portland and other the person or persons for the time being entitled under the said will are or claim to be possessed on the north side of Oxford Street from the western

branch of Marylebone Lane to Wells Street fronting Oxford Street and extending northward and comprising portions of Regent Street and the greater part of Portland Place and the expression "the owner" with reference to the Portland Estate means Arthur Charles Greville Edward Horsman Bailey and William George Frederick Cavendish Bentinck the present trustees of the will of the said William Henry Cavendish Scott fourth Duke of Portland and their successors and other the person or persons for the time being entitled to the houses buildings and lands forming the said Portland Estate;

(3.) "The estates" means and includes the Portman Estate and the Portland Estate and "the owners" means and includes the owner of each of the said estates;

(4.) The station at or near Upper Baker Street and all buildings over the same or adjacent thereto shall be erected so far as the same are above the present surface of the land according to elevations to be approved in writing by the owner of the Portman Estate and no additions or alterations thereto shall be made without the approval in writing of the said owner and no advertisements of any description whatever within view of any public thoroughfare except the name of the Company and the name of the station shall at any time without the consent of the said owner be put up at upon or about such buildings or any land of the railway near or adjacent to the said estate;

(5.) No electricity or other motive power shall be generated on in or under any part of any lands acquired by the Company under the powers of this Act or otherwise lying to the north of Oxford Street and the tubes or tunnels to be constructed under New Street shall not be used for any purpose other than shunting;

(6.) Either of the owners may if he thinks fit from time to time appoint a competent engineer or surveyor who may from time to time inspect the works within the limits of the said estates during construction and the Company shall give any person so appointed all necessary facilities for such inspection.

In addition to the foregoing provisions of this section the following provisions for the said estates respectively shall have effect (that is to say):—

For the Portman Estate.

As to the Portman estate.

The Company shall not enter upon take use or acquire otherwise than by agreement any portion of the Portman Estate except as follows (that is to say) (A) Such of the properties Nos. 1 to 15 on the deposited plans for the parish of St. Marylebone as the

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Company shall require to take for the purpose of the station in Upper Baker Street (B) Such subsoil and under surface of any street road or footway shown on the said plans as may be actually required for the construction of the railway and the works in connection therewith.

For the Portland Estate.

As to the Portland estate.

Notwithstanding anything in this Act or the deposited plans or book of reference it shall not be lawful for the Company to enter upon take or use any lands forming part of the Portland estate otherwise than by agreement except such subsoil and under surface of any street road or footway shown on the said plans as may be actually required for the construction of the railway and the works in connection therewith.

For the Portman and Portland Estates.

As to the Portman and Portland estates.

The owners of the Portman and Portland estates respectively may require that every conveyance to the Company of any lands forming part of the Portman or Portland estates shall contain a covenant by the Company for themselves their successors and assigns against carrying on upon such lands any of the following trades or businesses namely the trades or businesses of a butcher pork butcher fishmonger slaughterer knacker horse boiler hog skinner catgut spinner cart grease or varnish maker melter of tallow soap boiler melter of fat tripe boiler tripe seller sausage maker sugar baker fellmonger dyer scourer ale-house keeper beerhouse keeper tavern keeper licensed victualler gambling or betting-house keeper brass or iron founder blacksmith white-smith coppersmith working brazier pewterer tin or iron plate worker packing-case maker undertaker coffin maker glass maker farrier gold beater beater of flax hemp or feathers beater of carpets bone boiler cork burner chimney sweeper dealer in soot dealer in second-hand clothes boots or shoes dealer in old iron or marine stores or any other art trade business or employment whatsoever which shall be dangerous or a nuisance or an annoyance to the tenant or occupier of any messuage or other hereditaments in the neighbourhood of the said lands.

For the protection of the Gas Light and Coke Company.

69. 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

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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 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 portions of the works matters or 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 these 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 interruptions 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

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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 to be done by the Company and the Company will effectually indemnify and hold harmless the Gas Company from all lawful 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 fifteen 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 substance 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 work 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 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;

(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;

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(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 nineteen 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;

(L.) Provided always that except as is by this Act expressly provided this Act or anything herein contained shall not take away diminish alter or prejudice any of the rights powers privileges or authorities of the Gas Company.

For protection of Union Bank of London and Sun Insurance Office.

70. For the protection of the Union Bank of London Limited being the Charing Cross branch of their bank and the Sun Insurance Office both which premises are herein-after referred to as "the bank and fire office premises" the following provisions shall have effect:—

(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 and fire office premises;

(2.) The railway shall where it passes the bank and fire office premises be formed of two iron tubes or tunnels not exceeding twenty-five feet or thereabouts internal diameter and where the railway passes in front of the bank and fire office premises as aforesaid it shall be constructed at such a depth that the exterior surface of the crown of the tunnels shall not be less than five feet below the surface of London clay but this requirement shall not apply to short or sudden depressions or pot holes in the clay;

(3.) No works for generating electric power shall be erected by the Company within a distance of one hundred yards from the bank and fire office premises and in constructing any station between the bank and fire office premises the Company shall not disturb or remove any soil below the level of the foundations of the bank and fire office premises within a distance of

five feet from the vertical plane of the foundations of these premises;

(4.) The bank and fire office 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 bank and fire office premises during construction and the Company shall give to the person so appointed all the 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 and fire office 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 and fire office premises and in the event of any difference arising between the bank or the fire office on the one hand and the Company on the other hand 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;

(5.) The Company shall not underpin or strengthen any part of the bank and fire office premises unless the engineer or architect appointed by the bank and fire office 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 and fire office 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 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;

(6.) The Company shall pay to the bank and fire office compensation for all structural damage or injury of every description which may at any time arise to the bank and fire office premises by or from the construction or working of the railway or by or from the working of hydraulic lifts for the service of or in connection with any station to be constructed by them and the

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bank and fire office may claim and receive and recover such compensation from the Company notwithstanding that no part of the bank and fire office premises is actually taken;

(7.) The Company shall not stop up either temporarily or permanently or otherwise interfere with the right of way passage and yard belonging to the bank and fire office or one of them numbered 8 on the deposited plan for the parish of St. Martin-in-the-Fields.

For the protection of Messrs. Barclay Bevan Tritton Ransom Bouverie and Co.

71. For the protection of Messrs. Barclay Bevan Tritton Ransom Bouverie and Company herein-after referred to as "the bank" and of their bank No. 1 Pall Mall East which premises are herein-after referred to as "the bank premises" the following provisions shall have effect:—

(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 be formed of two iron tubes or tunnels not exceeding twelve feet or thereabouts internal diameter and where the railway passes in front of the bank premises as aforesaid it shall be constructed in the London clay but this requirement shall not apply to short or sudden depressions or pot holes in the clay;

(3.) No works for generating electric power shall be erected by the Company within a distance of one hundred yards from the bank premises;

(4.) The bank 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 bank premises during construction and the Company shall give to 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;

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(5.) 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 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;

(6.) The Company shall pay to the bank compensation for all structural damage or injury of every description which may at any time 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 the protection of the County Fire and Provident Life Offices.

72. For the protection of the County Fire and Provident Life Offices herein-after referred to as "the insurance offices" and which premises are herein-after referred to as "the insurance office premises" situated at No. 50 Regent Street the following provisions shall have effect:—

(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 insurance office premises;

(2.) The railway and station shall where it passes the insurance office premises be formed of two iron tubes or tunnels not exceeding twenty-five feet or thereabouts internal diameter and where the railway passes in front of the insurance office premises as aforesaid it shall be constructed at such a depth that the exterior surface of the crown of the tunnels shall for a distance of one hundred feet from the centre of the office buildings on either side thereof not be less than ten feet below the surface of the London clay but this requirement shall not apply to short depressions or pot holes in the clay;

(3.) No works for generating electric power shall be erected by the Company within a distance of one hundred yards from the insurance office premises;

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(4.) The insurance offices may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within one hundred feet of the insurance office premises during construction and the Company shall give to 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 insurance office 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 insurance office premises and in the event of any difference arising between the insurance offices on the one hand and the Company on the other hand 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;

(5.) The Company shall not underpin or strengthen any part of the insurance office premises unless the engineer or architect appointed by the insurance offices 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 insurance office 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 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;

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

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73.—(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.

For the protection of the vestry of the parish of St. Marylebone herein-after called the vestry.

(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.) The Company shall not generate electricity anywhere within the said parish.

(F.) 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.

(G.) The Company shall not 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.

(H.) It shall not be lawful for the Company to place any hoarding on any part of any public footway in the parish of St. Marylebone

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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.

(1.) 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 Institute 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.

For the protection of the vestry of the parish of St. Martin-in-the-Fields.

74.—(A.) The Company shall indemnify and make good to the vestry of the parish of St. Martin-in-the-Fields (in this section herein-after called "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.) The Company shall not generate electricity anywhere within the said parish.

(F.) 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.

(G.) The Company shall not 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.

(H.) It shall not be lawful for the Company to place any hoarding on any part of any public footway in the parish of St. Martin-in-the-Fields 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.

(I.) The vestry may from time to time appoint a competent engineer architect or surveyer 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

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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 Institute 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.

Provisions for buildings in Northumberland Avenue.

75. Whereas the buildings in Northumberland Avenue are of exceptional character it has been agreed between the Company and the Trustees of the Constitutional Club the National Liberal Club Buildings Company Limited Messieurs Cox and Company Messieurs Drummond the Gordon Hotels Limited and the Hotel Victoria Limited (herein-after called "the said owners") that the following provisions shall have effect and the same are hereby enacted:—

(A.) 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 said owners;

(B.) The railway and station tunnels other than the shafts and approaches to stations shall be constructed between the statue of King Charles I. at Charing Cross and the north side of the River Thames at a depth of not less than fifteen feet below that shown on the plans as deposited and in any event at such a depth that the exterior surface of the crown of the tunnels shall be not less than ten feet below the surface of the London clay but this provision shall not apply to the case of short pockets or pot holes in the clay if such are met with in the line of the railway extending below the general surface of the clay 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 in such a manner as that the surrounding soil shall not close in;

(C.) Prior to commencing any part of the works situated between the points aforesaid the Company shall make trial borings throughout the entire line of the proposed tunnels between the points aforesaid for the purpose of ascertaining the nature of the soil through which the tunnels are to be constructed and if the engineer to be appointed as in the sub-section F mentioned shall so require the whole or any part of the railway between the points aforesaid shall be constructed under compressed air;

(D.) The station in Northumberland Avenue shall be commenced and carried forward from the river end and not from the northern end;

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(E.) No shaft shall be constructed in the roadway of Northumberland Avenue;

(F.) The said owners may from time to time appoint an engineer who shall be at liberty at all times during the construction of the railway and the works connected therewith (including preliminary borings) between the points aforesaid to inspect the same and the Company shall give such engineer and any inspector authorised by him all necessary facilities for such inspection and if such engineer shall so require shall make such other borings including horizontal borings in front of the works as shall be necessary and if such engineer shall be of opinion that the construction of the works or other operations of the Company are likely to be attended with danger to the property of the said owners the Company shall forthwith adopt such substituted or additional measures and precautions as such engineer may consider necessary for the purpose of preventing damage or injury thereto;

(G.) The Company shall not underpin or strengthen any part of the said premises unless the said engineer or the architect of any one of the said owners as the case may be 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 premises of the said owners;

(H.) If any difference shall arise between the Company and such engineer or architect as to the necessity of such substituted or additional measures and precautions as are mentioned in sub-section F or 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 The cost of such reference and the award shall be borne as such engineer shall direct Provided always that pending such decision the Company shall not proceed with the works except on the conditions required by the engineer of the said owners or by such architect as aforesaid as the case may be;

(I.) The Company shall notwithstanding any previous approval of the works by the engineer of the said owners or by such architect as aforesaid as the case may be pay to the said owners

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compensation for all damage or injury of every description which may at any time arise to the premises of the said owners or any of them by or from the construction or working of the railway or by or from the working of hydraulic lifts for the service of or in connection with any station to be constructed by them and any of the said owners may claim and receive and recover such compensation from the Company notwithstanding that no part of the premises of such claimant is actually taken;

(J.) The Company shall pay to the said owners the reasonable fees of the engineer and inspector appointed by such owners in relation to the inspection of the works provided for by this clause not exceeding four hundred guineas;

(K.) No station for generating electricity or other motive power shall be constructed within one hundred yards of any property of the said owners in respect of which these clauses are inserted.

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

76. 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

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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 Institute 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;

(K.) The Company shall so carry out the working of their line and undertaking and the necessary engines machinery and works connected therewith as to create as little injury as may be to the inhabitants of Lambeth.

For the protection of the Metropolitan District Railway Company.

77. 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):—

(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 or station 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;

(2.) The Railway No. 3 shall be constructed at such a level between the points marked on the deposited section 4 furlongs 9 chains and 5 furlongs 4 chains that there shall not anywhere be less than 10 feet of London clay above the crown of the higher tunnel in which the railway or any station thereon shall be constructed The Company shall if so required by the District Company at their own expense construct and maintain a station on the railway the southern end of which station shall not be further to the northward than thirty yards measured in a southerly direction from the centre line of the District Railway at the point where the railway shall pass thereunder And the Company shall also if so required by the District Company but not otherwise at their own expense construct and maintain in such position as shall be agreed upon between the Company and the District Company a subway for foot passengers connecting such station with the Charing Cross Station of the District Company Such station and subway shall if the Company can acquire the necessary land or facilities be provided by the Company with lifts which shall be worked by and at the expense of the Company and the said station and

subway shall in all respects be designed and constructed so as to afford an interchange of passenger traffic between the railways of the Company and the railway of the District Company Provided that if the District Company require the Company to construct such station or subway the District Company so far as their rights and powers extend shall afford access from such subway to their station and reasonable and necessary facilities for the formation of such subway and for the interchange of traffic between the two railways Plans sections drawings and specifications of the said subway and the works connected therewith including the said lifts shall be submitted by the Company to the engineer of the District Company for his approval and the construction of the said subway and works connected therewith shall be carried out under his superintendence and in all respects to his satisfaction;

(3.) Before the Company commence any works or any alterations or repairs thereof under the District Railway works and buildings or within thirty 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 works 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;

(4.) In passing under the District Railway and the abutments and works connected therewith the Company shall not 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.) The Company shall (if required by the District Company but not otherwise) underpin the District Railway works and buildings and execute such protective works within the powers of the Company as the engineer of the District Company shall

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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;

(6.) The station above referred to where the same is constructed under or within fifty 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 twenty-six feet in external diameter;

(7.) 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 or for the underpinning 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;

(8.) 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;

(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 District Railway works and buildings shall be carried out in accordance in all respects with the directions of such arbitrator;

(10.) The District 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;

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(11.) 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 ;

(12.) In the event of the District 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 District Company every reasonable facility for the execution of such alteration or extension 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 ;

(13.) 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 ;

(14.) The Company shall not in making and maintaining working or using the railways 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 and if at any time or times hereafter the free uninterrupted and safe user of the District Railway or any traffic thereon 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

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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 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 to arise from any of the operations of the Company or from the acts or defaults of the 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 circuit 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 ;

(17.) 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 otherwise by reason of the construction or failure of the railways and other works by this Act authorised and the works in connection 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 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 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 for

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 District 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 District 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 District Company of any plans or the superintendence by the District 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 District Railway works and buildings or affect any claim by the District Company for injuries caused to the District Railway works and buildings;

(21.) Prior to commencing any part of the works situated under or within ten yards of the District Railway the Company shall make such trial borings on the line of the proposed tunnels within ten yards of the District Railway as the engineer of the District Company may reasonably require for the purpose of ascertaining the nature of the soil through which the tunnels are to be constructed and if the engineer of the District Company shall so require the whole or any part of the railway under or within ten yards of the District Railway shall be constructed under compressed air.

For the protection of the Central London Railway Company.

78. Whereas the railways by this Act authorised will cross the railways authorised by the Central London Railway Act 1891 at or near Oxford Circus Therefore the Company shall not without the consent in writing of the Central London Railway Company so carry out their works as to involve any alteration at the point of crossing of the levels of the works of the Central London Railway Company as shown on the deposited sections referred to in the Central London Railway Act 1891.

Company not to oppose application to Parliament for through line between Metropolitan and South Eastern Railways.

79. Except for the sole purpose of obtaining necessary protection to the structure of their railway the Company shall not either directly or indirectly oppose any application which may be made to Parliament by or on behalf of the Metropolitan Railway Company or the South Eastern Railway Company or any other railway company jointly with those companies or either of them for powers for the construction of a railway north and south across London such railway to be capable of taking the ordinary rolling stock of those railways and to form an actual or physical junction with the railways

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of the Metropolitan Railway Company and the SouthEastern Railway Company so as to provide for through communication between those railways.

For the protection of the Metropolitan Railway Company.

80. For the protection of the Metropolitan Railway Company (in this section called "the Metropolitan Company") the following provisions shall unless otherwise agreed between the Metropolitan Company and the Company be observed and have effect (that is to say):—

(1.) In this section the expression "the Baker Street Station" means and includes the railway station lands and property of the Metropolitan Company north of the Marylebone Road and any enlargement of such station;

(2.) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not enter upon take use or interfere with either permanently or temporarily the railway of the Metropolitan Company or the Baker Street Station or any enlargement thereof or any of the lands works or property now or hereafter vested in the Metropolitan Company except so far as shall be absolutely necessary for the purpose of carrying out the works herein-after referred to in accordance with the provisions of this section without the consent in writing of the Metropolitan Company under their common seal;

(3.) The Company shall twenty-eight days before they commence the construction of that part of Railway No. 1 which shall or may pass under the Metropolitan Railway and for a distance of two hundred lineal feet on each side thereof furnish to the Metropolitan Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said railway and for a distance of two hundred lineal feet on each side thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the Metropolitan Company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by a civil engineer to be on the application of the companies or either of them appointed by the President for the time being of the Institution of Civil Engineers and such works shall be carried into effect only in accordance with such determination and agreement and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Metropolitan Company and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with without cessation Provided that the Company

shall in no case in the execution of the said works deviate upwards from the levels thereof as shown on the deposited sections for a distance of two hundred lineal feet on each side of the said railway and that where the said works shall or may pass under the Metropolitan Railway the nearest point thereof shall be constructed at such a depth not exceeding thirty feet or (where the said works shall or may pass under the Baker Street Station) not exceeding twenty-six feet below the level of the rails of the Metropolitan Railway as the engineer of the Metropolitan Company shall direct or require; A.D. 1893.

(4.) The Company shall at all times maintain the works by which Railway No. 1 shall be carried under the Metropolitan 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 Metropolitan Company and if and whenever the Company fail so to do the Metropolitan 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 Metropolitan 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 Metropolitan Company from the Company in any court of competent jurisdiction The engineer of the Metropolitan Company and his duly authorised assistants 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;

(5.) If during and by the execution of the works the railway of the Metropolitan Company 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 Metropolitan Company may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction;

(6.) The Company shall not in making and maintaining and working or using the railways and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the Metropolitan Railway or any traffic thereon and if at any time or times hereafter the

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free and uninterrupted and safe user of the Metropolitan Railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Metropolitan 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 ;

(7.) All reasonable fees costs charges and expenses in respect of any of the matters in this section contained shall be borne and on demand paid by the Company who during the construction renewal or repair of the Railway No. 1 and works by this Act authorised under and adjacent to the Metropolitan Railway shall bear and on demand shall pay to the Metropolitan Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the Metropolitan 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 the contractors or of any person or persons in their employ or otherwise ;

(8.) The Company may construct and maintain in all things at the cost and expense of the Company under the Baker Street Station a station and other works properly incidental thereto and such subways stairs or approaches for the purpose of providing access between the Baker Street Station and the station of the Company but such station subways stairs approaches and works shall notwithstanding anything herein contained to the contrary be constructed and carried out only in such a position at such levels and in strict accordance with such plans as the engineer of the Metropolitan Company shall in his absolute discretion determine or require The Company shall at all times permit the engineer of the Metropolitan Company and his duly authorised assistants to have full and free access to the works during their construction and shall furnish him or them with every information he or they may require with regard to such works and the dimensions strength and descriptions of all materials used or to be used during such construction ;

(9.) Before the Company shall commence the construction of any part of the said station subways stairs approaches or works they shall if required by the engineer of the Metropolitan Company securely underpin to his satisfaction so much of the foundations of the Baker Street Station and the works and buildings

connected therewith as may in his opinion be necessary and execute such other protective works as the said engineer shall deem necessary for insuring the safety of the Baker Street Station and the works and conveniences connected therewith and if any difference shall arise between the Company and the said engineer as to the necessity for such underpinning the same shall be settled and determined by a civil engineer to be on the application of the said companies or either of them appointed by the President for the time being of the Institution of Civil Engineers;

(10.) If at any time the engineer of the Metropolitan Company shall be of opinion that the construction or maintenance of the works or other operations of the Company are or may be attended with danger to any portion of the Baker Street Station or the works or buildings connected therewith the Company shall forthwith adopt such additional measures and precautions as the engineer of the Metropolitan Company may reasonably consider necessary for the purpose of preventing damage or injury thereto;

(11.) The ownership of the site of the station to be constructed by the Company as aforesaid and all other works in connection therewith so far as the same shall be under the Baker Street Station and the property of the Metropolitan Company shall at all times remain in the Metropolitan Company and the Company shall have no estate right or interest whatsoever therein or thereto other than the right to construct maintain and use the same for the purposes upon the terms and subject to the conditions and payments in this section contained and provided for;

(12.) The Company shall pay to the Metropolitan Company for the rights and easements which may be acquired under the provisions of this section such amounts by way of rent or otherwise as may be agreed upon or as may be fixed in the event of difference by arbitration in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation;

(13.) If the Metropolitan Company furnish to the reasonable satisfaction of the Company within one year after the commencement of the works by this Act authorised other land for a station in Baker Street the Company shall not acquire or if they have acquired shall sell to the Metropolitan Company at cost price the land shown on the deposited plans on the east side of Upper Baker Street;

(14.) In the event of the Metropolitan Company desiring to alter or extend their railway or the Baker Street Station or any of

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the works or buildings connected therewith including the subway stairs and approaches for the purpose of providing access between the Baker Street Station and the station of the Company the Company shall give to the Metropolitan Company every reasonable facility for the execution of such alteration or extension;

(15.) No electricity shall be generated in or under any portion of the Baker Street Station or on or under any lands or works of the Metropolitan Company and 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 Metropolitan Railway or with the currents in such circuits Provided that as regards electric circuits erected or laid down by the companies owning or working the said railway 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;

(16.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Metropolitan Company all costs losses damages and expenses which may be occasioned to the Metropolitan Company or to any of the works lands or property thereof or to the traffic thereon or otherwise by reason of the construction or failure of the railways and other works by this Act authorised and the works in connection 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 Metropolitan Company from all claims and demands upon or against them by reason of such construction or failure and of any such omission Provided that nothing herein contained shall render the Company liable to make compensation by reason of abstraction of traffic or competition.

For the protection of the South Eastern Railway Company.

81. For the protection and benefit of the South Eastern Railway Company (herein-after called "the South Eastern Company") the following provisions shall notwithstanding anything in this Act contained or shown upon the deposited plans or referred to in the deposited book of reference have effect:—

(*a.*) The Company shall not enter upon take use or interfere with either temporarily or permanently any of the lands numbered respectively on the deposited plans 16 17 18 19 and 20 in the

parish of St. Martin-in-the-Fields in the county of London nor shall the Company enter upon take use or interfere with either temporarily or permanently any lands belonging to the South Eastern Railway Company without the previous consent in writing under the seal of that company;

(*b.*) The proposed railway and works shall where the same are within twenty yards of the South Eastern Railway or of any of the abutments or foundations thereof be constructed only in accordance with plans sections specifications and conditions previously submitted to and approved in writing by the engineer for the time being of the South Eastern Company or failing agreement as may be determined by arbitration as herein-after provided;

(*c.*) The South Eastern Company shall be entitled to supervise the mode in which the plans submitted and determined upon as aforesaid shall be carried out and for this purpose they may appoint such engineers clerks of the works inspectors and watchmen as may be reasonably necessary for the purpose and the costs and expenses of such supervision shall be paid on demand to the South Eastern Company by the Company;

(*d.*) In the event of the South Eastern Company desiring to alter widen or extend their railway or any of the stations 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;

(*e.*) No electricity or other motive power shall be generated within twenty yards of the South Eastern Railway or of any of the foundations thereof;

(*f.*) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the South Eastern Company on demand all costs losses damages and expenses which may be occasioned to the South Eastern Railway or to any of the works lands or other property thereof or otherwise by reason of the construction or failure of the railways and other works by this Act authorised and the works in connection 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 South Eastern Company from all claims and demands upon or against them by reason of such execution or failure or of any such omission;

(*g.*) The Company shall bear and on demand shall pay to the South Eastern Railway Company the expense of the employment

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by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the South Eastern Railway and the works and conveniences connected therewith or 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 from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employ or otherwise;

(*h.*) If during and by the execution of the works the South Eastern 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 South Eastern Company may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction;

(*i.*) The approval by the South Eastern Company of any plans or the superintendence by the South Eastern 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 South Eastern Railway works and buildings or affect any claim by the South Eastern Company for injuries caused to the South Eastern Railway works and buildings;

(*j.*) The Company shall not in making and maintaining working or using the railways and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the South Eastern Railway or any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of the South Eastern Railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the South Eastern 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;

(*k.*) If any difference shall arise between the Company and the South Eastern Company in reference to the plans sections and specifications herein-before in this section referred to or as to the reasonableness of any requirement of the South Eastern Company touching any of the matters provided for in this section or as to any amount to be paid by the Company to the South Eastern Company (other than the sum of one hundred pounds per hour in respect of any interruption to traffic on the South Eastern Railway) the same shall be determined by an

engineer to be appointed on the application of either party for the purpose by the President for the time being of the Institution of Civil Engineers.

General provisions for protection of water gas hydraulic power and electric companies.

82.—(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 water gas hydraulic power electric lighting or power companies (herein-after referred to as the protected company or 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 substance 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 against them in the execution thereof to be recovered by the protected 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.

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(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 hydraulic power electric energy or gas by any protected company shall without the written authority of the said 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 connection 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 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 the protected company or companies 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 electric company (other than repairs or the laying of lines crossing the electric apparatus of such electric 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 electric 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 electric company for the purpose of preventing any electric apparatus of the electric 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.

Company empowered to underpin or otherwise strengthen houses near railway.

83. 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 and 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) :—

(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 nineteen of the Lands Clauses Consolidation Act 1845 and if given by the owners

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and lessees of the 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 sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act;

(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 ninety-second section of the Lands Clauses Consolidation Act 1845.

Restrictions on displacing persons of labouring class.

84.—(1.) The Company shall not under the powers of this Act purchase or acquire in any parish in 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 partly by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(*a*.) Shall have obtained the approval of the Secretary of State for the Home Department to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the said Secretary of State shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(*b*.) Shall have given security to the satisfaction of the said Secretary of State for the carrying out of the scheme.

(2.) The approval of the said Secretary of State to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the said Secretary of State may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State may have

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approved of any scheme or any modifications of any scheme or subject to which he may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the said Secretary of State out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the said Secretary of State may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he may see fit.

(8.) All buildings erected or provided by the Company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the Metropolitan Building Act

1855 and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9.) The said Secretary of State may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(10.) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(11.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the said Secretary of State is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State they might have been sufficient to accommodate.

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

Deposit money not to be repaid

85. Whereas pursuant to the Standing Orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her

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except so far as railway is opened.

present Majesty chapter 20 a sum of fifty-one thousand seven hundred and sixty-four pounds fourteen shillings and twopence equal to five per centum on the amount of the estimate in respect of the railways by this Act authorised has been deposited with the Paymaster General for and on behalf of the Supreme Court which sum is in this Act referred to 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 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 deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers thereon 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.

86. 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 otherwise applied 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.

Period for completion of works.

87. 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.

Tolls for passengers.

88. The Company may demand and take for the conveyance of the passengers upon the railway any rates or charges not exceeding the following (that is to say) :—

For every passenger conveyed in a first-class carriage the sum of two pence per mile ;

For every passenger conveyed in a second-class carriage the sum of one penny per mile.

Tolls for small parcels.

89. 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) :—

For any parcel not exceeding seven pounds in weight three pence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight five pence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight seven pence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight nine pence :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee

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meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Regulations as to tolls.

90. The following provisions and regulations shall apply to the fixing of all rates and charges payable under this Act (that is to say) :—

Short distances.

For all passengers conveyed on the railway for a less distance than two miles the Company may demand tolls and charges as for two miles;

Fractional parts of a mile.

Every fraction of a mile beyond an integral number of miles shall be deemed a mile;

General weight.

With respect to parcels the weight shall be determined according to the imperial avoirdupois weight.

Passengers' luggage.

91. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding eighty pounds in weight for first-class passengers and forty pounds in weight for second-class passengers without any charge being made for the carriage thereof.

Foregoing charges not to apply to special trains.

92. 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.

Company not to carry goods.

93. The Company shall not carry on the railway any cattle or other animals or any goods articles or merchandise other than passengers' luggage and parcels not exceeding fifty-six pounds in weight.

Cheap fares for labouring classes.

94. The Company at all times after the opening of the railway for public traffic shall and they are hereby required to run at least three trains which shall call at every station each way every morning in the week and every evening in the week (Sundays Christmas Day and Good Friday and Bank holidays always excepted) at such hours not being later than seven in the morning or earlier than six in the evening respectively as the Company think most convenient for artizans mechanics and daily labourers at fares not exceeding one penny for each journey Provided that in case of any complaint made to the Board of Trade of the hours appointed by the Company for the running of such trains the said Board shall have power to fix and regulate the same from time to time Provided also that the liability of the Company under any claim to compensation for injury or otherwise in respect of each passenger travelling by such trains shall be limited to a sum not exceeding one hundred pounds.

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Carrying of mails by railway.

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

Interest not to be paid on calls paid up.

96. 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.

Deposits for future Bills not to be paid out of capital.

97. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Saving rights of the Crown.

98. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land soil tenements or hereditaments (including the subsoil and under surface of any street road or footway) or any rights of whatsoever nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the previous consent in writing of the Commissioners of Woods on behalf of Her Majesty first had

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and obtained for that purpose (which consent such Commissioners are hereby authorised to give) and as incidental to any such consent as aforesaid the Company may enter into any agreement with the Commissioners of Woods who may with the approval of the Treasury join in every such agreement and the Commissioners of Her Majesty's Woods with the like approval and the Company may respectively execute all necessary conveyances leases licenses or other deeds of or relating to any land hereditaments or rights belonging to Her Majesty in right of Her Crown and under the management of the Commissioners of Woods and every agreement so entered into as aforesaid shall be performed by the Commissioners of Woods and the Company respectively And nothing in this Act contained shall divert take away prejudice diminish or alter any estate right privilege power or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Provision as to geneal Railway Acts.

99. 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.

Costs of Act.

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

The SCHEDULE referred to in the foregoing Act.

LANDS AND BUILDINGS OF WHICH PORTIONS ONLY MAY BE REQUIRED.

Parish.	Numbers on deposited Plans.
St. Mary Lambeth -	2. 3. 4. 5. 6.

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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