CHAPTER cxcv.

An Act to incorporate a Company for making a Subway under the River Thames from Limehouse to Rotherhithe. A.D. 1877.

[2d August 1877.]

WHEREAS the making and maintaining of the subway herein-after mentioned under the River Thames, with convenient approaches thereto, would be attended with public and local advantage:

And whereas the persons herein-after named, together with others, are willing at their own expense to construct and maintain the subway and works connected therewith:

And whereas a plan and section showing the lines and levels of the proposed subway, approaches, and other works, and the lands, houses, and other property which may be taken for the purposes of this Act, together with a book of reference to such plan containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of such lands, houses, and other property, have been duly deposited with the respective clerks of the peace for the counties of Middlesex and Surrey, and such plan, section, and book of reference are in this Act referred to as the deposited plan, section, and book of reference respectively:

And whereas the objects aforesaid 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 Limehouse Subway Act, 1877."

Certain provisions of Acts herein named incorporated.

2. The Companies Clauses Consolidation Act, 1845, Parts I. and III. (relating respectively to cancellation and surrender of shares and debenture stock) of the Companies Clauses Act, 1863,

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and the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, and the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof, so far as the provisions of those Acts respectively are applicable for and are not expressly varied by or inconsistent with the provisions of this Act, are respectively incorporated with and form part of this Act; and for the purposes of this Act the expression "the railway" in the last-mentioned Act means the works by this Act authorised, the expression "centre line of the railway" means the centre line of the subway by this Act authorised, and the prescribed limits in the said Railways Clauses Consolidation Act means one hundred yards from the centre line of the said subway, and the word "lands" shall not include streets, houses, or other buildings.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act; the expressions "the subway" and "the undertaking" mean respectively the subway and the undertaking by this Act authorised; and for the purposes of this Act the expression "superior court" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Company incorporated.

4. George Hedges, William Henry Sewell, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, or assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the subway and works by this Act authorised, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Limehouse Subway 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 subway.

5. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plan and section, the subway herein-after described, with all proper shafts, abutments, landing and entrance stairs, retaining

and other walls, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plan and described in the deposited book of reference as may be required for that purpose. The subway hereinbefore referred to and authorised by this Act is,—

A subway commencing in the parish of All Saints, Poplar, in the county of Middlesex, at or near Thames Place, and terminating in the parish of Saint Mary, Rotherhithe, at or near the "Horns" public-house.

Interpretation of terms "parish clerks," &c.

6. The expression "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine in the "Railways Clauses Consolidation Act, 1845," shall, with reference to the Company and in this Act, mean the Poplar District Board of Works and the Vestry of Saint Mary, Rotherhithe.

Capital.

7. The capital of the Company shall be thirty thousand pounds, in three thousand shares of ten pounds each.

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

8. 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.

9. One fifth of the amount of a share shall be the greatest amount of a call, and two months at the least shall intervene between successive calls.

Receipt clause in case of persons not sui juris.

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

Power to borrow on mortgage.

11. The Company may from time to time borrow on mortgage any sum or sums of money not exceeding in the whole ten thousand pounds, but no part thereof shall be borrowed until the whole of the said capital of thirty thousand pounds 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 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, 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,

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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.

For appointment of receiver.

12. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. 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 one thousand pounds in the whole.

Debenture stock.

13. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

First ordinary meeting.

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

Number of directors.

16. The number of directors shall be three.

Qualification of directors.

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

Quorum of directors.

18. The quorum of a meeting of directors shall be two.

First directors.

19. George Hedges, William Henry Sewell, and one other person to be nominated by them and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid, or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act or nominated as aforesaid being, if qualified, eligible for re-election, and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present personally or by proxy shall elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation

Election of directors.

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 the manner provided by the same Act.

Lands for extraordinary purposes.

20. In addition to the lands herein-before authorised to be taken by the Company, it shall be lawful for the Company to purchase by agreement, in connexion with the subway, any quantity of land near or adjoining thereto, not exceeding two acres, for the extraordinary purposes specified in section forty-five of the Railways Clauses Consolidation Act, 1845, and for the purposes of this Act the word "railway" in that section shall be taken to mean and be read as referring to the subway.

Period for compulsory purchase of lands.

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

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

22. And whereas in the construction of the subway and works hereby authorised it may happen that portions only of certain of the lands and buildings shown on the deposited plans may be sufficient for the purposes of the same, and 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 persons interested in the lands and buildings described in the schedule to this Act, and whereof portions only are required for the purposes of this Act, may, if such portions can, in the judgment of the jury, arbitrators, or other authority assessing or determining the compensation under that Act, be severed from the remainder of such properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required, without the Company being obliged or compellable to purchase the whole or any greater portions thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Correction of errors in deposited plan and book of reference.

23. If there be any omission, mis-statement, or wrong description of any lands, or of the owners, lessees, or occupiers of any lands, shown on the deposited plan or specified in the deposited book of reference, the Company, after giving ten days notice to the owners, lessees, and occupiers of the lands in question, may apply to two justices acting for the counties of Middlesex and Surrey, as the case may be, for the correction thereof, and if it appear to the justices that the omission, mis-statement, or wrong description arose from mistake, they shall certify the same accordingly, and they shall in

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their certificate state the particulars of the omission, and in what respect any such matter is mis-stated or wrongly described, and such certificate shall be deposited with the clerk of the peace for the county of Middlesex or Surrey, as the case may be, and a duplicate thereof shall also be deposited with the clerk to the Poplar district board, or the vestry clerk of the parish of Saint Mary, Rotherhithe, as the case may be, and such certificate and duplicate respectively shall be kept by such clerk of the peace and district board and vestry clerk respectively with the other documents to which the same relate, and thereupon the deposited plan and book of reference shall be deemed to be corrected according to such certificate, and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Copies of plan, &c. or alterations to be evidence.

24. Copies of the deposited plan and section and of the deposited book of reference, or of any alteration or correction thereof or extract therefrom, certified by the clerk of the peace for the county of Middlesex or Surrey respectively (as the case may be), which certificate such clerk of the peace respectively shall give to all parties interested when required, shall be received in all courts of justice or elsewhere as evidence of the contents thereof.

Lateral deviations.

25. In making the subway the Company may deviate from the respective lines thereof shown on the deposited plan to any extent within the limits of deviation shown thereon: Provided always, that no such deviation shall extend into the lands of any person whose name is not mentioned in the deposited book of reference without his previous consent, unless his name is omitted by mistake, and the fact that the omission proceeded from mistake be certified as by this Act is provided for cases of unintentional errors in the book of reference.

Vertical deviations.

26. Subject to the provisions of this Act, the Company, in making the subway, may, for the purpose of interfering as little as possible with any sewers, drains, gas or water pipes, deviate from the levels of the subway and works as referred to the datum line shown on the deposited section to any extent that the Company may think fit: Provided always, that the Company shall not in making such deviation interfere permanently with the existing bed of the River Thames.

As to shafts on foreshore.

27. In connexion with the subway, and for the purpose of affording access thereto from the shore, the Company may construct and maintain a shaft on the foreshore of the river at each side thereof, of dimensions not exceeding those shown upon a plan in duplicate signed by the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and by the

engineer of the Conservators of the River Thames, and which plans shall respectively be deposited in the Private Bill Office of the House of Commons and at the office of the said Conservators within one week after the passing of this Act, and such shafts if made shall respectively be placed at the sites shown upon the said plan, and not elsewhere upon the foreshore without the previous consent in writing of the said Conservators.

Reconstruction of landing places.

28. The Company shall not open the subway for public traffic until after they have reconstructed the Watermen's Stairs at Limehouse Hole and at Horns Stairs upon an extended scale and equally convenient with those now in existence, and such reconstruction shall be executed according to a plan and upon a site within the limits of deviation to be approved by the Conservators of the River Thames, and deposited at their office, and shall also be executed to the reasonable satisfaction in all things of the engineer for the time being of the Conservators.

Bed of the river may be deepened.

29. The subway shall be so constructed that the bed of the river, both over the subway and on either side thereof for a length of four hundred and fifty feet in the middle of the river, may at any time hereafter be deepened to the extent of forty feet below the level of Trinity high-water mark.

Subway and works in the River Thames to be executed under the direction of the Conservators of the River Thames.

30. The top of the subway by this Act authorised shall for a length of four hundred feet under the middle of the river be not less than fifty feet below the level of Trinity high-water mark, and such subway and all or any temporary or permanent works connected therewith, save as in this Act is expressly provided, shall be executed according to a plan and upon a site within the limits of deviation to be approved by the Conservators of the River Thames and deposited at their office, and the works, if any, in the River Thames and adjoining thereto shall be executed and performed to the satisfaction of the engineer for the time being of the Conservators, and the traffic of the River Thames shall not be interfered with more than may be absolutely necessary in the construction of the said subway and performance of the said works, and the Company shall, within three months after notice from the Conservators so to do, remove any materials for temporary works which may have been placed in the river by the Company.

Company not to interfere with the bed of the river.

31. Nothing in this Act contained shall authorise or empower the Company to unbank, encroach upon, or interfere with any part of the soil or bed of the River Thames, or the shore thereof, except according to the two plans in the twenty-seventh and last preceding sections respectively mentioned.

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Company not to take gravel, &c. from river without consent of Conservators.

32. The Company shall not take any gravel, soil, or other material from the bed of the river without the previous consent of the Conservators of the River Thames signified in writing under the hand of their secretary.

Company not to commence any work on shore of Thames until notice given to Conservators.

33. The Company shall not make or commence any work whatsoever on the shore or bed of the River Thames, or of any creek or inlet thereof, until the expiration of one calendar month after notice to the Conservators of the River Thames.

Lights to be exhibited during the construction of subway.

34. If, during the making of the subway and the works connected therewith, any temporary works or materials are placed on the river, the Company shall hang out and exhibit thereat or near thereto, and for ever after until the completion of the subway and removal of such temporary works or materials, 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 of the River Thames by writing under the hand of their secretary shall approve, and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit ten pounds.

Company empowered to underpin or otherwise strengthen houses near works.

35. If and whenever it may be necessary, in order to avoid injury to the houses and buildings within one hundred feet of any of the works, to underpin or otherwise strengthen the same, it shall be lawful for the Company, at their own costs and charges, to underpin or otherwise strengthen any such house or building: Provided that at least ten days notice shall, unless in case of emergency, be given to the owner, lessee, and occupier of the house or building intended to be underpinned or otherwise strengthened, each such notice to be left on the premises, and that the Company shall be liable to compensate the owner, lessee, and occupier of every such house or building for any inconvenience, loss, or damage which may result to them respectively by reason of the exercise of the powers granted by this enactment; provided also, that if the owner, lessee, or occupier of any such house or building shall give within seven days after that notice counter-notice in writing that he disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade, and such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him, and in the event of his deciding that such underpinning or strengthening is

necessary, he may in his discretion prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith to underpin or strengthen the said house or building, and such underpinning or strengthening shall be executed in the mode prescribed (if any), and the cost of such referee shall be paid by the Company, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee: Provided that nothing in this enactment contained, nor any dealing with the property in pursuance of this Act, shall relieve the Company from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act, 1845, or under any other Act; provided also, that every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act, 1845.

Recurring injuries to be compensated.

36. Compensation for injuries occasioned to property by the promoters acting under the last preceding section may be recovered from time to time as such injuries may accrue or be discovered; provided that the claim for such compensation be made within six months from such discovery.

Power to take easements by agreement.

37. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

For the protection of the Patent Ventilating Granary Company, Limited.

38. In executing the subway and works by this Act authorised, the following provisions shall have effect and be binding upon the Company; (that is to say,)

(*a.*) The subway shall be commenced on the north side only of the river, and shall be prosecuted thence towards the south side of the river:

(*b.*) The subway shall not be executed nearer than fifty yards to the granary of the Patent Ventilating Granary Company, Limited (herein-after called the Granary Company), without notice in writing being given by the Company to the Granary Company that the works have approached to such point. Such notice shall be addressed to the secretary of the Granary Company, and shall be left at their registered office for the time being:

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(*c.*) From the period of giving such notice the engineer for the time being of the Granary Company shall be at liberty from time to time to enter upon the works of the Company, and examine the mode of executing the same, and, so far as such works are reasonably likely prejudicially to affect the buildings of the Granary Company, the subway and works from that period shall thenceforth be executed to the reasonable satisfaction of the engineer of the Granary Company:

(*d.*) In the event of any difference arising under this section between the engineer of the Company and the engineer of the Granary Company as to the mode of executing the subway and works, such difference shall be submitted to the decision of an engineer to be agreed on between the parties, or, failing agreement, by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers, whose decision shall be binding upon all parties:

(*e.*) If any such difference arise and be submitted to the decision of an engineer as aforesaid, he shall be attended only by the solicitors and engineer of each Company, and no other evidence shall be called by either Company, and the engineer to whom the matter in difference shall be submitted shall be at liberty to direct the payment of any costs and expenses arising from such difference, and such costs and expenses shall be paid or be recoverable accordingly:

(*f.*) Any shaft or other opening made by the Company on the south side of the river, as an entrance to the subway, shall be situate upon the westerly side of the landing stairs shown upon the deposited plans and of the footway or passage leading thereto:

(*g.*) Nothing in this section contained shall prejudice or affect any right of the Granary Company to compensation under this Act:

(*h.*) The charges of the engineer of the Granary Company in reference to the Bill for this Act, not exceeding thirty pounds, shall be paid on demand by the Company to the Granary Company, or in default thereof may be recovered as a debt in any court of competent jurisdiction.

Use of the wharves, &c. of the Granary Company not to be interfered with.

39. The Company shall not, in the execution of their works or otherwise under the powers of this Act, obstruct or in any manner interfere with the reasonable use of the wharves or premises of the Granary Company on the eastern side of the said stairs.

Saving the rights of the Conservators of the River Thames.

40. Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the estates, rights, interests, liberties, privileges, or franchises of the Conservators of the River Thames, or to prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Period for completion of works.

41. If the subway 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 subway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Power to take tolls.

42. The Company may demand and take for every person passing through the subway any tolls not exceeding threepence, and for parcels under fifty-six pounds in weight, not being personal luggage carried in the hand, any sum not exceeding threepence, and for parcels weighing fifty-six pounds and not exceeding one hundred and twenty pounds, fourpence, and for parcels weighing more than one hundred and twenty pounds any sum which the Company think fit.

Power to provide toll-gates, &c.

43. The Company may from time to time set up toll-gates at or upon the subway, and remove the toll-gates and set up others in lieu thereof, as they think fit, and may from time to time provide and maintain such toll-houses, weighing machines, and other conveniences near to the toll-gates as they think fit.

Recovery of tolls.

44. The toll shall be paid before any person shall be entitled to pass or repass through any toll-gate, and if any person shall fail to pay any toll to the payment of which he is liable, after demand made thereof by any collector appointed to receive the same, such collector may, by himself, or taking such assistance as he thinks necessary, prevent the passage of the person so failing, and any person who shall endeavour forcibly to pass or repass through any toll-gate shall for every such offence be liable to a penalty not exceeding forty shillings.

Disputes as to tolls to be settled by justices.

45. If any dispute arise concerning any toll, such dispute shall be determined by a justice, who shall, on application made to him, determine the same, and make such order therein and award such costs to either party as to him shall seem proper.

Penalty on taking a greater toll than authorised.

46. Every person who shall demand or take a greater toll than that authorised to be taken under the provisions of this Act shall for every such offence be liable to a penalty not exceeding forty shillings.

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For protection of subway.

47. The subway shall be deemed public within the meaning and for the purposes of the Acts from time to time in force with respect to malicious injuries to public property.

Penalty for damaging subway, &c.

48. If any person commits any of the following offences; (that is to say,)

Wilfully obstructs the passage of the subway;

Wilfully or carelessly breaks or damages any part of the subway or toll-houses, or anything fixed thereto;

Places anything in the subway to the annoyance of any person travelling therein;

Extinguishes any light therein;

he shall for each offence incur a penalty not exceeding forty shillings.

Expenses of Act.

49. All the costs, charges, and expenses of and incident to the applying for, preparing, obtaining, and passing this Act shall be paid by the Company.

SCHEDULE.

Land and Buildings of which portions only are required.

Parish.	Numbers on deposited Plans (all inclusive).
Parish of All Saints, Poplar - -	4.
Parish of Saint Mary, Rotherhithe -	1, 2, and 3.

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