CHAPTER cci.

An Act to authorise the Metropolitan and Metropolitan District Railway Companies to make certain railways for completing the Inner Circle and connecting their railways with the East London Railway, also a new street and certain street improvements; and to confer various powers upon the Corporation of London, the Metropolitan Board of Works, and other public bodies in reference to the undertaking; and for other purposes. A.D. 1879.

[11th August 1879.]

WHEREAS the undertaking of the Metropolitan Railway Company (in this Act called "the Metropolitan Company") and the undertaking of the Metropolitan District Railway Company (in this Act called "the District Company") comprise, with other railways and works, a continuous railway of nearly twelve miles in length, with termini at Aldgate and the Mansion House Station:

And whereas the connexion of the said two termini by the construction of a railway between Aldgate and the Mansion House Station would complete the Inner Circle of Metropolitan Railways, and be of public and local advantage; and it is expedient that the said two Companies should be authorised, in manner and in the order prescribed by this Act, to make first the said railway, and afterwards the other railways described in this Act, to connect the Metropolitan Railway and the said intended railway with the East London Railway in or near the Whitechapel Road:

And whereas it is expedient that provision should be made for the construction of the new street and street improvements described in this Act near or in connexion with the said intended railways:

And whereas it is expedient that the Metropolitan Company and the District Company (in this Act called "the two Companies") on the one hand, and the Metropolitan Board of Works (in this

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Act called "the Metropolitan Board"), the mayor and commonalty and citizens of the city of London (in this Act called "the Corporation"), and the Commissioners of Sewers for the City of London (in this Act called "the Commissioners"), or any one or more of them, on the other hand, should be authorised to enter into agreements with respect to the construction and maintenance of the intended street and works, or any of them, or any parts thereof, and that the Metropolitan Board, the Corporation, and the Commissioners should respectively have the other powers conferred upon them by this Act with respect to the intended railways, street, and works:

And whereas a plan and section showing the lines and levels of the railways, street, and works authorised by this Act, and of the lands in or through which the same are to be made, and a book of reference to the plan, 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 clerks of the peace for the county of Middlesex and the city of London respectively, and are herein-after respectively referred to as the deposited plan, section, 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; (that is to say,)

Short title.

1. This Act may be cited as the Metropolitan and District Railways (City Lines and Extensions) Act, 1879.

Incorporation of general Acts.

2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;

The Railways Clauses Consolidation Act, 1845;

Parts I. and III. of the Railways Clauses Act, 1863 (relating respectively to "construction of a railway" and "working agreements");

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.
8 & 9 Vict. c. 16.

The clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to—

The distribution of the capital of the company into shares;

The transfer or transmission of shares;

The payment of subscriptions and means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of the creditors of the company against shareholders;

The borrowing of money by the company on mortgage or bond;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

And also Parts I., II., and III. of the Companies Clauses Act, 1863, relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock, 26 & 27 Vict. c. 118.

are (except where expressly varied by this Act) incorporated with and form part of this Act, and shall be applicable to each of the two Companies, and to the capital by this Act authorised to be raised by them by shares and borrowing respectively.

Interpretation of terms.

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

The expression "the Whitechapel District Board" means the Board of Works for the Whitechapel district:

The expression "the directors" means the board of directors:

The expression "the railways" means the railways by this Act authorised:

The expression "new street and works" means the new street and widenings of streets by this Act authorised:

The expression "joint undertaking" means and includes the railways authorised by this Act, and the lands and property hereby authorised to be taken for the purposes thereof:

The expression "local traffic" means traffic arising and ending on the railways:

The expression "through traffic" means all traffic passing to or from the railways of either of the two Companies on, to, or from the railways.

Interpretation of terms "parish clerks," &c., and "superior courts," &c.

4. The expressions "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine of the Railways Clauses Consolidation Act, 1845, shall, with reference to the two Companies, and as regards those parishes 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

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which the parish 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 "courts of competent jurisdiction," or other like expressions 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.

Power to execute works.

5. Subject to the provisions of this Act, the two Companies may make and maintain, in the lines and according to the levels shown on the deposited plan and section, the railways and new street and works herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, 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 railways herein-before referred to and authorised by this Act are:

Railway No. 1.

A railway 1 mile and 1 furlong in length, commencing in the parish of Holy Trinity the Less, in the city of London, by a junction with the rails in the Mansion House Station of the District Company, and terminating in the parish of Saint Botolph Without, Aldgate, in the city of London, by a junction with the rails of the Metropolitan Company in Aldgate Station.

Railway No. 2.

A railway 1 furlong and 1·12 chains in length, commencing in the said parish of Saint Botolph Without, Aldgate, by a junction with the rails of the Metropolitan Railway, and terminating in the parish of Saint Mary, Whitechapel, in the county of Middlesex, beneath the roadway of Whitechapel High Street, thirteen yards or thereabouts in a westerly direction from the south-west corner of Goulston Street.

Railway No. 3.

A railway 9·75 chains in length, commencing in the said parish of Saint Botolph Without, Aldgate, by a junction with Railway No. 1 at or near the house numbered 4 in Three Kings Court, Minories, and terminating at or near the point herein-before described as the termination of Railway No. 2.

Railway No. 4.

A railway in the said parish of Saint Mary, Whitechapel, 5 furlongs and 9·45 chains in length, commencing at or near the termination of Railway No. 2, as herein-before described, and terminating by a junction with the rails of the East London Railway beneath the roadway at or near the junction of East Mount Street with the Whitechapel Road.

The new street and works herein-before referred to and authorised by this Act are:

Widening No. 1 (King William Street Widening).

5. A widening of King William Street, in the parish of Saint Leonard, Eastcheap, commencing at the most westerly corner of a house numbered 56 in that street, and terminating on the west side of Fish Street Hill at a point twenty-seven yards or thereabouts, measured in a south-westerly direction, from the south-west corner of the National Provident Institution in Gracechurch Street.

Widening No. 2 (Eastcheap Widening).

6. A widening of Eastcheap, commencing in the parish of Saint Leonard, Eastcheap, on the east side of Fish Street Hill, at a point twenty-two yards or thereabouts, measured in a southerly direction, from the south-west corner of the National Provident Institution, and terminating in the parish of Saint Mary-at-Hill, on the west side of the street known as Saint Mary-at-Hill, at a point twenty-four yards or thereabouts, measured in a southerly direction, from the south-west corner of Rood Lane.

Widening No. 3 (Little Tower Street Widening).

7. A widening of Little Tower Street, commencing in the parish of Saint Mary-at-Hill, on the east side of the street known as Saint Mary-at-Hill, at a point twenty-six yards or thereabouts, measured in a south-easterly direction, from the south-west corner of Rood Lane, and terminating in the parish of Saint Dunstan-in-the-East on the west side of Idol Lane, at or near the north-east corner of the house numbered 1 in Idol Lane.

Widening No. 4 (Great Tower Street Widening).

8. A widening of Great Tower Street, in the parish of Saint Dunstan-in-the-East, commencing at or near the south-west corner of the Ship Tavern in Little Tower Street, and terminating on the west side of Mark Lane at a point twenty-five yards or thereabouts, measured in a northerly direction, from the north-west corner of Water Lane.

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NEW STREET.

9. A new street, to be wholly situate in the parish of Allhallows, Barking, commencing at or near the south-east corner of Mark Lane, and terminating on the west side of Trinity Square by a junction with the roadway of Trinity Square at or near the house numbered 18 in the same square.

For simultaneous construction of the portions of the works.

6. The works on the Railway No. 1 shall be commenced simultaneously at the point where the same will form a junction with the existing Metropolitan Railway and the point where the same will form a junction with the existing Metropolitan District Railway, and such works shall be proceeded with pari passu until the whole of the said Railway No. 1 shall be completed; and it shall not be lawful for the two Companies to commence Lines Nos. 2, 3, or 4 until they have served notices to treat for all the land required for Line No. 1, nor shall it be lawful for the two Companies to complete and open any portion of the said Lines Nos. 2, 3, and 4 until Line No. 1 has been completed and opened for public traffic.

Power to deviate vertically from levels on section.

7. In making the railways and new street and works the Company may deviate from the levels thereof shown on the deposited section to any extent not exceeding five feet, or to any further extent where it may be found necessary or convenient for avoiding, accommodating, preserving, or improving the drainage or sewers or other public works or constructions, anything in the Railways Clauses Consolidation Act, 1845, to the contrary notwithstanding: Provided that no such deviation of levels as aforesaid shall (except with the previous consent in writing of the surveyor to the Commissioners or of the surveyor to the Whitechapel District Board, as the case may be,) extend to empower the altering of the levels of the surface of the streets further than may be necessary for adjusting the levels of the side streets to the levels of any widened or new street.

In the event of the two Companies requiring to open the road, half only to be interfered with at one time unless temporary bridge provided.

8. In the event of the two Companies requiring, for the purposes of the railway or any part of the railway (subject to the restrictions in this Act contained), to open or in any manner to interfere with the surface of any street or road or of any public footpath, then and in that case they shall not proceed so to do unless and until the two Companies shall, to the reasonable satisfaction of the chief surveyor or surveyors, as the case may be, for the district in which such street, road, or footpath may be situate, have provided a temporary bridge or roadway or footpath of a reasonable width, except that for the purpose of providing such temporary bridge, roadway, or footpath they may open the surface of the street, road,

or footpath between the hours of six p.m. to six a.m., or except only one half of the surface of such road and one footpath shall be first opened or interfered with, leaving the other half of the said street or road and one footpath for the passage of the public until such time as that the half of the said street or road and the footpath first opened or interfered with has been restored to a good and proper state for the safety and convenience of the public, and then, and not before, it shall be lawful for the two Companies temporarily to shut up the other half of the said street or road, and to open and interfere with the other footpath; but wherever they interfere with or open up any footpath, or any portion thereof, they shall leave a footpath or provide a temporary footpath of reasonable width, and shall also provide or preserve reasonable means of ingress and egress for carriages to and from all courtyards abutting on the footpaths.

For the protection of the streets.

9. The two Companies shall not break up or disturb any street or place or the pavement thereof under the control or direction of the Commissioners, the Metropolitan Board, or the Whitechapel District Board, as the case may be, unless at least fourteen days previous notice in writing of their intention so to do, specifying the street, place, or pavement intended to be broken up or disturbed, be given to the engineer or surveyor of the Commissioners, the Metropolitan Board, or the Whitechapel District Board, as the case may be, or left for him at his office or at the office of the Commissioners, the Metropolitan Board, or the Whitechapel District Board, as the case may be, and the two Companies shall attend to the reasonable directions of such engineer or surveyor with a view to secure a free passage in such streets and places, and to prevent needless injury to the streets: Provided always, that if the engineer or surveyor to the Commissioners fail to attend or give such directions as aforesaid, the two Companies may proceed with their works without such approval or such directions, and when the two Companies shall break up or disturb any such street, place, or pavement, they shall, so soon as the works affecting it are completed, and within a reasonable time from the day on which these works were begun, restore the street, place, or pavement to as good a condition as it was when it was broken up or disturbed, under the superintendence and to the satisfaction of the engineer or surveyor of the Commissioners; and the two Companies shall save harmless and keep indemnified the said Commissioners, the Metropolitan Board, or the Whitechapel District Board, as the case may be, and their successors, against any expenses consequent on any such works; and if the two Companies fail to comply with the requirements of this Act the said Commissioners, the Metropolitan Board, or the

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Whitechapel District Board, as the case may be, may, if they think fit, restore the street, place, or pavement broken up or disturbed, and recover the expense of such restoration from the two Companies.

Differences to be settled by an engineer to be appointed by the Board of Trade.

10. If any difference shall arise between the two Companies and the Commissioners, the Metropolitan Board, and the Whitechapel District Board, or any of them, with respect to any of the matters referred to in the three last preceding sections, the same shall be referred to an engineer to be appointed by the Board of Trade on the application of any of the said parties interested.

For protection of sewers.

11. Where any of the works to be done under or by virtue of this Act shall or may pass over, under, or by the side of or so as to interfere with any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Commissioners, the Metropolitan Board, or the Whitechapel District Board, or shall or may in any way affect the sewerage or drainage of the district under their control, the two Companies shall not commence such work until they shall have given to the engineer or surveyor of the Commissioners, the Metropolitan Board, or the Whitechapel District Board fourteen days previous notice at his office, or at the principal office of the Commissioners, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until the Commissioners, the Metropolitan Board, or the Whitechapel District Board shall have signified their approval of the same, unless the Commissioners, the Metropolitan Board, or the Whitechapel District Board do not signify their approval or disapproval or other directions within fourteen days after 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 two Companies shall comply with and conform to all directions and regulations of such reference in the execution of the said works, and shall provide, by new, altered, or substituted works, in such manner as the Commissioners, the Metropolitan Board, or the Whitechapel District Board may deem necessary, and subject to such reference as aforesaid, for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by or by reason of the said intended works or any part thereof, and shall save harmless the Commissioners, the Metropolitan Board, or the Whitechapel District Board against all and every the expense to be occasioned thereby; and all such works may be done by or under the direction, superintendence, and control of

the engineer or other officer or officers of the Commissioners, the Metropolitan Board, or the Whitechapel District Board, and at the costs, charges, and expenses in all respects of the two Companies; and all reasonable costs, charges, and expenses occasioned by reason of the works of the two Companies shall be paid by the two Companies 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 two Companies to the Commissioners, the Metropolitan Board, or the Whitechapel District Board, as the case may be; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, and expenses of the two Companies under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the Commissioners, the Metropolitan Board, or the Whitechapel District Board 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 the Commissioners, the Metropolitan Board, or the Whitechapel District Board, or their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Questions of disputed compensation in land to be heard in the Lord Mayor's Court of the City of London.

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

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Providing for ventilation of railways.

13. The two Companies may make and shall for ever after maintain such openings in any road or street under which the railways pass and at such spots as may be agreed upon between the two Companies and the Commissioners or the Whitechapel District Board within their respective jurisdictions, or, in default of such agreement, as shall be prescribed by an arbitrator to be appointed (in default of agreement between the parties) by the Board of Trade, and may erect on the surface of the road or street such balustrades or other things for the purpose of the said openings or connected therewith as shall be so agreed on or prescribed; and the two Companies may, for the purposes of the said openings, interfere with and divert all sewers, drains, gas and water mains and pipes, telegraph wires, and other works which may impede the construction and use of the said openings, and shall defray the expenses of lighting the said openings to the satisfaction of the Commissioners or of the vestry or district board of works within whose limits the said openings are situate.

Two Companies empowered to underpin or otherwise strengthen houses near railways.

14. And whereas, in order to avoid injury to the houses, cellars, and buildings within one hundred feet of the railways, it may be necessary to underpin or otherwise strengthen the same: Be it enacted, that the two Companies may, at their own costs and charges, underpin or otherwise strengthen any such house, cellar, 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, cellar, or building intended to be underpinned or otherwise strengthened (each such notice to be left on the premises), and that the two Companies shall be liable to compensate the owner, lessee, and occupier of every such house, cellar, 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: Provided also, that if the owner, lessee, or occupier of any such house, cellar, 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 a civil engineer to be appointed, at the instance of either party, by the President of the Board of Trade for the time being, and such referee shall forthwith, upon the application of either party, proceed to inspect such house, cellar, 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 two Companies may and shall proceed forthwith so to underpin or

strengthen the said house, cellar, or building; and the cost of such referee shall be paid by the two Companies, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee.

Recurring injuries to be compensated.

15. Compensation for injuries occasioned to property by the two Companies 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.

The two Companies may acquire easements only under roads, &c., and purchase cellars, &c.

16. With respect to any lands which the two Companies are by the provisions of this Act authorised to enter on, take, and use for purposes of the railways, new street, and works, and which are in or under the roadway or footway of any street, road, or highway, the two Companies shall not be required wholly to take those lands or any part of the surface thereof, or any cellar, vault, or other construction therein or thereunder, held or connected with any house in any such street, road, or highway, but the two Companies may appropriate and use the subsoil and under-surface of any such roadway or footway, and, if need be, they may purchase, take, and use, and the owners of and other persons interested in any such vault, cellar, or arches shall sell the same for the purposes of the railways, new street, and works, or any of them; and the purchase of any such cellar, vault, or construction shall not in any case be deemed the purchase of a part of a house or other building or manufactory within section ninety-two of the Lands Clauses Consolidation Act, 1845.

Provisions as to underpinning, &c. and acquiring easements only under roads, &c. not to relieve the two Companies from compensation, &c.

17. Nothing contained in the section of this Act with respect to underpinning or otherwise strengthening houses near the railways, or in the section of this Act authorising the two Companies to acquire easements only under roads, &c., and purchase cellars, &c., nor any dealing with the lands in pursuance of those sections, or either of them, shall relieve the two Companies from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act, 1845, or under any other Act; and every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act, 1845.

Extending certain provisions of 17 & 18 Vict. c. ccxxi.

18. The following sections of the Acts relating to the Metropolitan Railway Company shall extend and apply to the works and objects by this Act authorised or to be effected, and to the two Companies, in like manner as in those Acts they apply to the Metropolitan Railway Company; (that is to say,)

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Of the Metropolitan Railway Act, 1854—

Section 106. "All works connected with certain gas and water companies to be executed to satisfaction of their engineers";

Section 107. "Penalty for interrupting supply of water or gas";

Section 108. "Water and gas companies empowered to lay and repair pipes on lands of railway company";

so far as such sections respectively relate to water companies, including the East London Waterworks Company and their respective works and supplies of water.

For protection of the Gaslight and Coke Company and of the Commercial Gas Company.

19. For the protection of the Gaslight and Coke Company and of the Commercial Gas Company (herein-after referred to as "the Gas Companies") the following provisions shall have effect; (that is to say,)

(A) Whereas, in execution of the works by this Act authorised, the mains, pipes, syphons, and other works belonging to the Gas Companies may be intersected or otherwise interfered with, and it is expedient that the Gas Companies should have full control over the execution of all works in any way affecting the supply by them respectively of gas, so as effectually to provide against the supply thereof being impeded: Therefore all works, matters, or things which under the provisions of the Railways Clauses Consolidation Act, 1845, or this Act, the two Companies may be empowered or required to do or execute with reference to the mains, pipes, syphons, or other works of the Gas Companies shall be done and executed by and at the cost of the two Companies, but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the respective engineers for the time being of the Gas Companies; and such works, matters, or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the Gas Company in whose district such works shall be executed: Provided always, that if the Gas Companies respectively, or the two Companies, shall elect that the Gas Companies respectively shall execute any portion of the works, matters, and things which the two Companies 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 such Gas Companies, the two Companies or the Gas Companies respectively, as the case

may be, shall give seven days notice in writing to the other Company of their intention so to do, by leaving the same at the head office of the other Company; and the expense of and incident to the executing the same shall be repaid by the two Companies to the Gas Company affected by such works, on demand, and such expense may be recovered from the two Companies in any court of competent jurisdiction.

(B) And whereas there are divers mains, pipes, syphons, and other apparatus belonging to the Gaslight and Coke 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 such last-mentioned Gas Company for supplying gas to the streets, highways, roads, footpaths, lanes, courts, passages, and other places as 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 two Companies for any purposes of this Act take any of those mains, pipes, syphons, or other apparatus, they shall pay to the Gaslight and Coke Company the value thereof, and the same shall thereupon become the property of the two Companies; and the two Companies shall also pay to the Gaslight and Coke Company their reasonable charges of removing or altering any of the mains, pipes, syphons, or other apparatus in immediate communication therewith, which the works of the two Companies shall render useless, or which shall require to be altered.

(C) If any interruption whatsoever in the supply of gas by the Gas Companies, or either of them, or any loss of gas, shall be in any way occasioned to or sustained by any act or omission of the two Companies, or by the acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the two Companies shall forfeit and pay to the Gas Company affected thereby, for such interruption, for the use and benefit of such Gas Company, the sum of ten pounds for every hour during which such interruption shall continue, and in addition shall pay to such Gas Company the value of the gas so lost, such sum or sums of money to be recovered by such Gas Company in any court of competent jurisdiction. If the two Companies

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shall find it necessary to undermine but not otherwise alter the position of any main, pipe, syphon, or other works belonging to either of the Gas Companies, they shall temporarily support the same in its position during the execution of their works, and on their completion shall provide a good and suitable foundation for every main, pipe, syphon, or other work so undermined.

(D) It shall be lawful for the Gas Companies respectively, and their respective engineer, workmen, and others in their employment, at all times when it may be necessary, to enter upon the railway, lands, and premises of the Railway Company for the purpose of laying and to lay any mains or pipes over the said railway, lands, works, and premises, or any part thereof, and to do all such works in and upon such railway, lands, and premises as may be necessary for laying, repairing, maintaining, or removing or replacing such mains or pipes over the same railway, lands, and premises: Provided that the Gas Companies respectively shall not lay any mains or pipes in or under the tunnel through which the railway may be constructed, nor in or under the platform or other works of the stations of the two Companies: Provided always, that in so doing, the Gas Companies respectively shall not interrupt the traffic passing on the said railway in any manner: Provided also, that the expense of all repairs or renewals of the said pipes or mains, or any works in connexion therewith, which may at any time hereafter be rendered necessary by the acts or defaults of the two Companies, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the two Companies, and may be recovered against them by the Gas Companies respectively in any court of competent jurisdiction.

(E) Notwithstanding anything in this Act contained, the two Companies shall be responsible for and make good to the Gas Companies respectively all costs, losses, damages, and expenses which may be occasioned to the Gas Companies respectively, or to any of their respective mains, pipes, syphons, apparatus, property, works, and conveniences, or in the supply of gas by the Gas Companies respectively, or otherwise by reason of the execution or failure of any of the intended works, or of any act or omission of the two Companies, or of any of their con-

tractors, agents, workmen, or servants, or any of the persons in their employ, or in the employ of their contractors or others, and the two Companies will effectually indemnify and hold harmless the Gas Companies respectively from all claims and demands upon or against them by reason of such execution or failure, or of any such act or omission.

(F) Any difference arising between the two Companies, or either of them, and the Gas Companies respectively, respecting any of the matters referred to in this enactment, shall be settled, at the request of either party, by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers.

As to removal of buried remains.

20. Before disturbing the soil of any churchyard or burial ground, the two Companies shall give not less than six clear days notice to the officer of health of the city of London, and shall not allow any buried remains in such churchyard or burial ground to be removed except under his supervision, and shall cause all such precautions as he shall direct in the removal of such remains to be observed.

Saint John the Baptist churchyard.

21. The Companies shall construct on the north-west corner of the churchyard of Saint John the Baptist upon Walbrook a vault for the reception of the human remains which may be removed on the construction of the railway, and shall deposit such remains therein under the direction of the officer of health, and to the satisfaction of the churchwardens of the parish of Saint John the Baptist upon Walbrook, and shall erect over the said vault a monument recording the transfer of the remains, the cost of such monument not to exceed one hundred pounds; and the Company shall restore such portion of the surface of the said churchyard as they do not occupy, being not less than one half of the area of the present churchyard, and fence and plant and grass the same to the satisfaction of the churchwardens.

If the two Companies take 4 and 5 in Saint John the Baptist upon Walbrook, they shall erect a wall to fence off the lands of the Skinners' Company.

22. If the two Companies acquire the lands and buildings numbered 4 and 5 in the parish of Saint John the Baptist upon Walbrook, they shall erect a wall, of not less than twelve feet in height, to fence off the lands so acquired from the lands belonging to the Guild or Fraternity of the Body of Christ, of the Skinners of London, and after the completion of the works of the railway shall maintain such fence-wall, or erect some building, which shall be at least of an equal height, to form a boundary between such respective lands.

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As to interchange station with South-eastern Railway Company.

23. The two Companies shall, at their own expense, construct and maintain on the line by this Act authorised between Bush Lane and Dowgate Hill a station for the interchange of traffic between the railways of the two Companies and the Cannon Street Station of the South-eastern Railway Company. The said station of the two Companies shall be constructed partly beneath Cannon Street and other roads, and partly beneath the forecourt or approaches to the said Cannon Street Station on land belonging to the South-eastern Railway Company; and in the construction thereof the works already executed at that place for the Metropolitan District Company shall be utilised as far as possible. The plans, sections, drawings, and specifications of the station so to be constructed, and the works connected therewith, shall be submitted by the engineer of the two Companies to the engineer of the South-eastern Railway Company for his approval, and the construction of the said station and works shall be carried out under his superintendence and to his satisfaction; and in the event of any difference arising between the engineer of the two Companies and the engineer of the South-eastern Railway Company with reference thereto, such difference shall be referred to an engineer to be appointed by the President of the Institution of Civil Engineers for the time being, whose decision shall be final. The two Companies shall acquire an easement only in the land of the South-eastern Railway Company required for the construction of the said station on payment of a nominal consideration for the same.

Companies, before interfering with approaches to Cannon Street Station, to make substituted approaches.

24. Before commencing any work whereby or by reason whereof any approaches belonging to the South-eastern Railway Company to the Cannon Street Station of the South-eastern Railway Company may be obstructed or interfered with, the two Companies shall cause a sufficient new approach or approaches to be made to the satisfaction of the engineer of that company, instead of the approach or approaches so obstructed or interfered with, and shall, during the continuance of such obstruction or interference, at their own expense, maintain to the like satisfaction such substituted approach or approaches. Any difference between the South-eastern Railway Company and the two Companies as to any matter referred to in this section shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act, 1859.

22 & 23 Vict. c. 59.

Penalty for breach as to such substituted approaches.

25. If the two Companies do not cause sufficient approaches to be so made before they so obstruct or interfere with any such existing approach, or if they fail to maintain such substituted approach

or approaches as herein-before prescribed, the two Companies shall forfeit and pay, to and for the use of the South-eastern Railway Company, the sum of one hundred pounds for every day during which such substituted approach shall not be so made after the existing approach shall have been obstructed or interfered with, and for every day during which they shall so fail to maintain such substituted approach.

Provision for protection of Mrs. Burnett.

26. Notwithstanding anything in this Act, if the two Companies, for the purposes of this Act, enter upon, take, or use the ovens situate within the lands immediately in front of the house numbered 43 of the street called "the Minories," and covered by the footway of the said street, or any part thereof, they shall, unless with the consent of Elizabeth Burnett, or her executors, administrators, and assigns, purchase the whole of her interest in the said house, and the ovens, premises, and lands connected therewith.

Church, &c. of Saint Mary-at-Hill not to be taken.

27. Notwithstanding anything contained in this Act, it shall not be lawful for the two Companies, or either of them, to enter upon, take, or use any part of the church or churchyard of Saint Mary-at-Hill, or the premises attached thereto, numbered respectively 3, 4, and 5, in the parish of Saint Mary-at-Hill, on the deposited plans.

As to premises of Thomas William Wing.

28. Notwithstanding anything in this Act or in the Acts incorporated herewith, the two Companies, if they enter upon, take, or use for the purposes of this Act any portion of any or either of the premises numbered respectively on the deposited plans 8, 8A, 8B, 8C in the parish of Saint Mary-at-Hill, 1 in the parish of Saint Margaret Pattens, and 29, 30, 31, and 32 in the parish of Saint Andrew Hubbard, in the city of London, shall purchase and acquire the whole of the interest of Thomas William Wing, his heirs, executors, administrators, or assigns, in the said premises, and every part thereof respectively.

For protection of Messrs. Hanson, Evison, and Barter.

29. Notwithstanding anything in this Act contained, the two Companies, or either of them, shall not enter upon or use (except for the purpose of underpinning and supporting) any part of the premises now held on lease by Reginald Hanson, Edward Evison, and Henry Barter, and numbered on the deposited plans 16 and 16A in the parish of St. George, Botolph Lane, and 17, 18, and 20 in the parish of Saint Andrew Hubbard, except so much thereof as may be situate under the footways of Botolph Lane and Weighhouse Yard, and so much of the basement and cellars under the ground floor of the premises numbered 17 on the said plans as lies within

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thirty feet of and parallel to the centre line of railway as marked on the deposited plans, measured in a south-easterly direction, as it may be necessary to use for the purpose of constructing and working their Railway No. 1, and the works connected therewith: Provided always, that the two Companies shall make due compensation to the said Reginald Hanson, Edward Evison, and Henry Barter in respect of their interest in the property actually taken and occupied by the two Companies, and for any damage, loss, or injury which may be occasioned to the other premises of the said Reginald Hanson, Edward Evison, and Henry Barter by or in consequence of the construction of the works of the said railway, and that nothing herein shall lessen or prejudice their rights to any other compensation to which they would have been entitled had this section not been contained in this Act.

For indemnifying rector impropriate of Saint Botolph Without, Aldgate.

30. For indemnifying the rector impropriate of the parish of Saint Botolph Without, Aldgate, in or through which the railway, or in which the works or buildings belonging thereto, will be constructed, his successors, heirs, and assigns, against such loss as may accrue to him or them respectively by reason of the taking down or using, or causing to become and be vacant, under or by virtue of the powers of this Act, any houses or other buildings in the said parish, be it enacted, that after the occupier or occupiers of any of the said houses or other buildings shall have quitted the possession thereof in pursuance of this Act, and until new houses or other buildings shall be erected, completed, and occupied on the ground which shall be cleared under any of the provisions of this Act within the said parish, of such an annual rent or value that the tithes or yearly sums of money by way or in lieu of tithes for the time being actually payable for such new house or other buildings shall be fully equal to the tithes or yearly sum of money by way or in lieu of tithes payable for the houses or other buildings so for the time being quitted by the occupiers thereof as aforesaid, the tithes or yearly sums of money or customary payments in lieu of tithes payable in respect of the houses or other buildings within the said parish which shall be so quitted as aforesaid (according to the last assessment thereof), or annual sums of money equal to the loss in tithes, or sums of money or customary payments in lieu of tithes, which the said rector impropriate or other person or persons entitled as aforesaid, their respective successors, heirs, or assigns, may sustain by the want of occupiers in or by the taking down or rendering vacant of such houses or other buildings respectively (estimated as aforesaid), shall be paid and payable by the two Companies to the said rector impropriate, or other person or persons entitled

as aforesaid, their respective successors, heirs, and assigns, clear of all taxes and deductions, on the twenty-fifth day of March, the twenty-fourth day of June, the twenty-ninth day of September, and the twenty-fifth day of December, by equal payments in each and every year, the first payment thereof respectively to be made on such of the said days as shall first happen after the occupiers of any such houses or other buildings in the said parish shall have quitted the same as aforesaid; and such sums of money to be paid and made good as aforesaid shall diminish in proportion as the tithes or yearly sums of money by way or in lieu of tithes accrue and become payable for new houses or other buildings erected, completed, and occupied on ground which shall be so cleared within the said parish as aforesaid; and in case such sums of money so made payable by the two Companies shall not be paid within twenty-one days after the same respectively shall become due, the same may be recovered in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with respect to the recovery of damages not specially provided for: Provided that nothing herein contained shall prejudice the right of the said rector impropriate or other person or persons entitled as aforesaid to tithes or yearly sums of money by way or in lieu of tithes for any buildings which may hereafter be erected under the powers of this Act on ground now vacant or hereafter becoming vacant under or by virtue of the powers of this Act, according to the rateable value thereof.

Two Companies may purchase tithes.

31. It shall be lawful for the two Companies, in lieu of the provisions contained in the last preceding section, to purchase, and for the owner for the time being of the said rectory impropriate to sell, the said tithes or yearly sums of money by way or in lieu of tithes, at such price and upon such terms as may be agreed upon between the two Companies and such owner, or in default of agreement as shall be settled by arbitration under the provisions of the Lands Clauses Consolidation Act, 1845.

Churchyard of Saint Leonard, Eastcheap.

32. The two Companies shall not erect on the churchyard of Saint Leonard, Eastcheap, any buildings or erections other than such as may be necessary for roofing over the station, and for making an access to such station, such erections not to exceed twelve feet in height above the present surface of the ground.

For protection of Messrs. Kershaw and Haines.

33. Notwithstanding anything in this Act contained, it shall not be lawful for the two Companies respectively, or either of them, to take or acquire so as to permanently close Haydon Street (Minories), or to do any act whereby carts, waggons, and other con-

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veyances to and from the premises of Messieurs Kershaw and Haines may be prevented from passing along the said street between the hours herein-after mentioned; and in constructing the railway by this Act authorised along and under the Minories, the construction of the works shall be and is hereby required to be so carried on as at all times between the said hours to provide a free passage for carts, waggons, and other carriages along the Minories between Haydon Street and the bridge carrying the Great Eastern Railway (Blackwall Branch) over the Minories: Provided always, that the times at which the free passage over and along Haydon Street and the Minories as aforesaid shall be preserved as open shall be between six a.m. and seven p.m. on every working day, and during the period of the four annual wool sales, of which the two Companies shall receive from Messieurs Kershaw and Haines at least seven days notice, between six a.m. and ten p.m. in every working day.

For protection of London and North-western Railway Company.

34. For the protection of the London and North-western Railway Company (in this section referred to as "the North-western Company") the following provisions shall have effect; (that is to say,)

1. The two Companies shall not, except with the consent in writing of the North-western Company, in constructing the Railway No. 1, or otherwise in the exercise of the powers conferred by this Act, in any way interfere with the North-western Company's bay at the Mansion House Station, nor shall they interfere with the platforms and conveniences connected therewith, or the accommodation there used, occupied, and enjoyed by that company, without providing other equally convenient accommodation, and shall not obstruct the free passage of the traffic of that company in or out of such bay.

2. The two Companies shall not permanently close Haydon Street, Church Street, Harrow Alley, or the entrance from Aldgate High Street to the North-western Company's yard, number 152 on the deposited plans, in the parish of Saint Botolph Without, Aldgate, or any part thereof respectively, or permanently obstruct the free passage of traffic through and over the same respectively: Provided always, that the two Companies may, during the progress of their works, temporarily interfere therewith respectively, between the hours of half-past eight in the evening and half-past four in the morning, so as to admit of their constructing temporary bridges or platforms thereover, to be in all cases of the full

width of the respective streets, alley, and entrance which may be so interfered with; and so far as regards Haydon Street and Church Street, the temporary bridges are to be completed, and the access thereto respectively across such temporary bridges from the Minories is to be restored, before any temporary bridges or platforms, as regards Harrow Alley and the North-western Company's yard, shall be commenced, or the access thereto from Aldgate High Street be interfered with, or vice versâ: Provided further, that no such temporary interference shall take place during the four annual wool sales mentioned in the section of this Act for the protection of Messieurs Kershaw and Haines.

3. The two Companies shall at all times during the construction of the Railway No. 1 provide a free passage for horses, carts, and waggons along the Minories, between its junction with Aldgate High Street and the bridge carrying the Great Eastern Railway (Blackwall Branch) over the Minories, and also during the construction of the Railway No. 3 provide a like free passage along Aldgate High Street from the Minories to the east side of Mansell Street.

4. The two Companies shall, as regards the properties of the North-western Company numbered 151, 151a, and 152 respectively on the deposited plans, in the said parish of Saint Botolph Without, Aldgate, confine their permanent works within a line measured thirty-one feet six inches south-eastward of and parallel with the centre line of the Railway No. 3 as shown on the deposited plans, and they shall construct and maintain the south-eastern wall of the tunnel or covered way for such railway of sufficient strength to admit of the North-western Company, if they shall be so minded, constructing thereon warehouses or other buildings in connexion with their Haydon Square Station, and shall cover over so much of the said properties numbered 151, 151a, and 152 on the said plans, in the same parish, as lie north-westward of such wall, according to a plan to be agreed upon between the respective principal engineers of the two Companies and the North-western Company, and with iron girders of sufficient strength to admit of that company, if they shall be so minded, constructing thereon and thereover warehouses or other buildings for warehousing wool, not exceeding three stories in height, or a total height from the street level to the springing of the roof of not exceeding forty-two feet, in connexion with their Haydon

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Square Station, and the surface of such girder construction shall be completed to street level, and any difference as to plans shall be referred as provided in sub-section 6.

5. The two Companies shall not, save as is in this section provided, take or otherwise interfere with any property of the North-western Company; but they shall acquire, for the purposes of the construction of the Railway No. 3 according to the provisions in this section in that behalf, an easement only beneath the street level, in such portions as the two Companies may think fit, of the said properties No. 151, 151a, and 152, lying within the said line of thirty-one feet six inches, measured as aforesaid, which easement that company shall grant accordingly. The amount to be paid for the acquisition thereof under the conditions aforesaid shall, in case of difference, be ascertained by arbitration in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

6. The two Companies shall, before they shall commence any such temporary bridges or platforms, or any works, whether temporary or permanent, for or in connexion with the construction of the Railway No. 3, where the same shall pass under the said Haydon Square Station, submit to the principal engineer of the North-western Company, for his approval, plans, sections, specifications, and other details thereof; and unless objections are made thereto within twenty-eight days, the same shall be considered approved, and the construction and execution of such works shall be carried out under his superintendence and to his reasonable satisfaction, and in all things at the expense of the two Companies; and in the event of any difference arising between such engineer and the engineer of the two Companies with reference to such plans, sections, specifications, or other details, such difference shall be referred to an engineer to be appointed by the President of the Institution of Civil Engineers, whose decision shall be final, and the costs of, incidental to, and consequential on any such reference shall be in his discretion.

7. When the two Companies shall commence any of such works under the said Haydon Square Station they shall proceed with and complete the same with all due despatch.

8. If by reason of the execution of any of the works or the failure of any such works of the two Companies the said

Haydon Square Station, or any of the warehouses or other buildings forming part thereof or connected therewith, or any other buildings or property of the North-western Company, shall be injured or damaged by subsidence or otherwise, such damage or injury shall be forthwith made good by the two Companies at their expense, or in event of their failing so to do respectively, or failing to maintain as aforesaid the said south-eastern wall, and the said girders, railway, and the other works thereof, then the North-western Company may make good the same, and effect such maintenance, as well on their own property as on the property of the two Companies, and recover the expense thereof, as also compensation for any such interruption of traffic, with full costs against the two Companies, by all and the same means as any simple contract debt is recoverable.

9. The two Companies shall bear, and on demand pay to the North-western Company, the expense of the employment by them during the construction of the works by this Act authorised, under or adjacent to the said Haydon Square Station, of a sufficient number of inspectors and watchmen to be appointed by them for watching their said station and works with reference to and during the execution of the works by this Act authorised, and for preventing, as far as may be, all interference, obstruction, danger, and accident arising from any of the operations or from the acts or defaults of any person or persons in the employ of the two Companies with reference thereto or otherwise.

10. Nothing in this Act contained shall prejudice, take away, lessen, or interfere with any of the property, rights, powers, interests, and privileges of the North-western Company otherwise than is herein expressly provided.

The two Companies not to close Haydon Street or Church Street permanently, &c.

35. It shall not be lawful for the two Companies permanently to close Haydon Street or Church Street, or permanently to obstruct the free passage of traffic through and over the same respectively, but they may nevertheless temporarily interfere therewith respectively for the purposes and subject to the conditions and restrictions by this Act provided in reference thereto respectively.

As to station in Trinity Square Gardens.

36. It shall not be lawful for the two Companies to make any station or any permanent opening, other than a ventilator, in or under the garden of Trinity Square, in the precincts of the Tower, without the written consent of the Master of Trinity House.

Clause for the protec-

37. Whereas the railway by this Act authorised is intended to be made under the London and Blackwall Railway in the parish

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tion of the London and Blackwall Railway.

of Saint Botolph Without, Aldgate, in the city of London, and it is expedient to make provisions with reference to the works of the two Companies in connexion with the London and Blackwall Railway: Therefore the following provisions shall be in force, and the powers of the two Companies in relation to the London and Blackwall Railway (in this Act called "the Blackwall Railway") shall be exercised subject to the following conditions; (that is to say,)

1. The railway shall be carried under the Blackwall Railway at such level as will not render it necessary to raise the surface of the ground over the railway for a space of sixty feet at least, measured from the north side of the viaduct of the Blackwall Railway.
2. The two Companies shall not purchase or take any of the lands or works of the London and Blackwall Railway Company without the consent in writing of the London and Blackwall Railway Company, but the two Companies may purchase, acquire, and take an easement in, under, and through the lands of the London and Blackwall Railway Company for the construction of the railway and the works connected therewith.
3. All works made under the powers in this Act affecting the viaduct and works of the Blackwall Railway, or affecting any works for the widening thereof on the north side, authorised by the London and Blackwall Railway Act, 1876, to be constructed, shall be constructed upon plans to be approved of by the engineer for the time being of the London and Blackwall Railway Company, and shall be executed under his superintendence and to his reasonable satisfaction in all respects, at the cost of the two Companies.

39 & 40 Vict. c. liv.

4. If by reason of any works of the two Companies the traffic on the Blackwall Railway be interrupted, the two Companies shall forfeit and pay to the London and Blackwall Railway Company, as or by way of ascertained damages, the sum of fifty pounds for every hour during which such interruption shall continue; and the two Companies shall also pay and make good to the London and Blackwall Railway Company full compensation for any injury or damage done to the Blackwall Railway, or to any of the works thereof, in the construction of the railway or of any of the works of the two Companies.
5. Any dispute between the two Companies and the London and Blackwall Railway Company arising as to plans and other-

wise under the provisions of this section shall be settled by the Board of Trade, or an arbitrator appointed by that Board, on the application of either of the Companies.

For protection of the hay and straw market.

38. The two Companies shall not, on Tuesday, Thursday, and Saturday in each week, and during the time between four a.m. and four p.m., either temporarily or permanently, in exercise of any of the powers of this Act, obstruct, impede, or otherwise interfere with the Whitechapel Hay and Straw Market, or the holding thereof, or with the access thereto; but, subject to this enactment, it shall be lawful for the two Companies to make, during the construction of the works, a temporary platform or bridge across the said works for the purpose of supporting the carts and waggons of the said market during the holding thereof, and for the purpose of preserving the access thereto. And the two Companies shall not on any day obstruct or impede, except during the time between seven p.m. and six a.m., the access to the Kent and Essex Yard and the Spread Eagle Yard, now occupied by Messieurs James Gingell, Son, and Cruickshank, and Messieurs William and George Gardner.

Savingrights of lords of the manor of Stepney.

39. Except as by this Act expressly provided, nothing in this Act contained shall extend or be construed to extend to affect, prejudice, alter, or abridge, or take away any estates, rights, powers, privileges, and authorities whatsoever belonging or appertaining to Sir Thomas Edward Colebrooke, Baronet, as or claiming to be the lord of the manor of Stebunheath, otherwise Stepney, or other the lord of the said manor for the time being.

For protection of East London and Brighton Railway Companies.

40. The following provisions for the protection of the East London Railway Company and of the London, Brighton, and South Coast Railway Company shall be observed and carried into effect; (that is to say,)

The two Companies not to interfere with the East London Railway without consent.

1. The two Companies shall not enter upon or interfere with the East London Railway, or any of the lands or works of the East London Railway Company, or execute any works whatsoever affecting the same, until there shall have been delivered to that company by the two Companies plans, drawings, and specifications of the works intended to be executed affecting the East London Railway, and the lands and works thereof; and those plans, drawings, and specifications shall, within one month from the date of such delivery, be settled and agreed upon between the engineer of the East London Railway Company and the engineers of the two Companies; and in case the East London Railway Company fail to signify their dissent from such plans within one month from their

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delivery as aforesaid, then the two Companies may proceed with their works in accordance with the plans as delivered, or in case of any difference arising between them, the same shall, within a further month, be settled and determined by a competent and impartial civil engineer to be agreed on, or, failing agreement, to be appointed, on the application of the parties in difference, or either of them, by the Board of Trade; 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 of the East London Railway Company.

As to junction with East London Railway.

2. In effecting the junction of Railway No. 4 with the East London Railway the two Companies shall not, without the previous consent in writing of the East London Railway Company under their common seal, deviate from the centre line shown on the deposited plans so as to interfere with the working of the existing Whitechapel Station. The two Companies shall construct and for ever afterwards maintain a new station in connexion with the said existing station, which said new station shall be so formed as to afford an easy and convenient means of communication between the two stations and the waiting-rooms and offices connected therewith.

The two Companies to pay all damages sustained by East London Railway Company.

3. The two Companies shall from time to time be responsible for and make good to the East London Railway Company all costs, losses, damages, and expenses from time to time occasioned to that company, or any of their works or property, or the traffic on their railway, or to any person or persons using the same railways or works, or otherwise, by reason of the execution or failure of any of the works of or incidental to the construction or maintenance of the railways by this Act authorised, or any act or omission of the two Companies, or any of the persons in their employ, or their contractors or others; and the two Companies shall effectually indemnify and hold harmless the East London Railway Company from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission.

The two Companies to pay to the East London Railway Company expenses of

4. The two Companies shall bear and on demand pay to the East London Railway Company the expense of the employment by them, during the construction of the works by this Act authorised under, over, or adjacent to the railways and works of the East London Railway Company, of a sufficient number

of inspectors and watchmen to be appointed by them for watching their railways and works with reference to and during the execution of the works by this Act authorised, and for preventing, as far as may be, all interference, obstruction, danger, and accident to arise from any of the operations or from the acts or defaults of any person or persons in the employ of the two Companies with reference thereto or otherwise.

Inspectors and watchmen during construction of works.

5. If by reason of any works or proceedings of the two Companies there shall be any obstruction of or interference with the East London Railway, or the works thereof, so as to prevent or impede the convenient passage of engines and carriages along the same, the two Companies shall pay to the East London Railway Company the sum of fifty pounds by way of ascertained damages for every hour during which that obstruction or interference continues.

Penalty in case of interruption of traffic on East London Railway.

6. The two Companies shall not take, or enter upon, or use, either temporarily or permanently, any of the lands of the East London Railway Company occupied by their railway or stations, or alter, vary, or interfere with the East London Railway or stations, or any of the works connected therewith, further or otherwise than is necessary for effecting the junction of Railway No. 4 by this Act authorised with the East London Railway, without the previous consent in writing in every instance of the East London Railway Company under their common seal; and with respect to any lands of that company which the two Companies are by this Act authorised to use, enter upon, or interfere with, they shall not purchase and take the same, but they may purchase, and the East London Railway Company shall sell or grant accordingly, an easement or right of using the same in perpetuity for the purposes for which, but for this enactment, the two Companies might purchase and take the same.

Lands of East London Railway Company not to be taken.

7. If by reason of the making of the railways by this Act authorised it becomes necessary to add to or alter any signal or signals upon the East London Railway, the same shall be so added to or altered by the East London Railway Company, and the reasonable expense thereof shall be paid to them by the two Companies.

Provision as to signals.

8. If any difference or dispute shall arise between the engineer of the two Companies and the engineer of the East London Railway Company as to the execution of the works to be done by the two Companies under the powers of this Act, or

For settlement of disputes

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under this Act, the same shall be from time to time referred to and settled by an engineer to be agreed upon between the two Companies and the East London Railway Company, or, in case of difference, to be appointed, on the application of either Company, by the President for the time being of the Institute of Civil Engineers, and the costs of such arbitration shall be in the discretion of the arbitrator.

How provisions as to East London Railway to be construed.

9. The foregoing provisions of this Act with respect to the East London Railway Company, and their railways, lands, and works, shall also extend and apply to and for the protection and benefit of the London, Brighton, and South Coast Railway Company so long as that company work the railways of the East London Railway company, and shall, as regards both the said companies, be read and construed as being in addition to, and not in substitution for, the provisions of Part I. of the Railways Clauses Act, 1863, relating to the construction of a railway.

For protection of North Metropolitan Tramways Company.

41. The following provisions for the protection of the North Metropolitan Tramways Company (in this section called "the Tramways Company") shall be observed and carried into effect; (that is to say,)

The two Companies to pay all damages sustained by the Tramways Company.

1. The two Companies shall from time to time be responsible for and make good to the Tramways Company all costs, losses, damages, and expenses from time to time occasioned to that company or any of their works or property from the obstruction of the traffic on their tramways, and from any damage to the works, rolling stock, and horses of the Tramways Company arising in the execution or from the failure of any of the works by this Act authorised, or from any act or omission of the two Companies, or any of the persons in their employ, or their contractors or others; and the two Companies shall effectually indemnify and hold harmless the Tramways Company from all claims and demands upon or against them by reason of any such execution or failure, or of any such act or omission.

Penalty in case of interruption of traffic on tramways.

2. If by reason of any works or proceedings of the two Companies there shall be any obstruction of or interference with the tramways or works of the Tramway Company, so as to prevent the convenient passage of horses and carriages along the same, either as now laid down or as diverted, the two Companies shall pay to the Tramways Company by way of ascertained damages the sum of sixty pounds for every day,

and proportionately at the same rate for any part of a day, during which that obstruction or interference continues. A.D. 1879.

Reinstatement and repair of streets.

3. If and as often as the Companies take up or remove or interfere with any part of any street or road which the Tramways Company are liable to maintain or repair, the two Companies shall with all convenient speed, at their own cost, restore and make good such parts of streets or roads so taken up, removed, or interfered with, and any tramway or tramways laid down therein, to as good a condition as that in which they were before the works of the two Companies were commenced, and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations; and the two Companies shall, for the period of three months after the restoration of any such part of any streets or roads so interfered with, keep and maintain the same in good repair and condition, to the reasonable satisfaction in all respects of the engineer of the Tramways Company, but at their own costs: Provided that if the two Companies shall fail from time to time, within fourteen days from the receipt of notice in writing from the Tramways Company under the hand of their secretary, to comply with the foregoing obligations, it shall be lawful for the Tramways Company themselves to execute all works necessary therefor, and to recover all costs, charges, and expenses they may incur or sustain in connexion therewith against the two Companies in any court of competent jurisdiction.

Differences to be settled by arbitration.

4. If any difference or dispute shall arise between the engineer of the two Companies and the engineer of the Tramways Company as to the execution of the works to be done by the two Companies under the powers and provisions of this Act, the same shall be from time to time referred to and settled by an engineer to be agreed upon between the two Companies and the Tramways Company, or, failing such agreement, to be appointed, on the application of either of the two Companies or the Tramways Company, by the President for the time being of the Institute of Civil Engineers, and the costs of such arbitration shall be in the discretion of the arbitrator.

As to certain superfluous lands.

42. The following provisions shall apply to any lands, buildings, or hereditaments belonging to or vested in or which may become vested in the two Companies, or either of them, under this Act, and which the said Companies or Company shall, under their common

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seals or seal, declare are not required to be used for the working or accommodation of the traffic of their respective undertakings, whether such lands, buildings, or hereditaments shall have been originally taken or acquired by either Company alone or by the two Companies jointly, and shall apply also to any yards, gardens, or premises attached to such lands or buildings; and the same lands, buildings, yards, gardens, and hereditaments are in this section referred to as "the premises," and such lands or premises shall not be subject to the provisions of the Lands Clauses Consolidation Act, 1845, relating to the sale of superfluous lands:

1. The two Companies, or either of them, may from time to time sell and demise and otherwise dispose of any lands, buildings, hereditaments, or premises, or any estate or easements therein, now held or hereafter acquired by or in trust for them.
2. The two Companies, or either of them, may hold and let the hereditaments or premises, and may grant building and repairing leases of the same, for any term they may think fit.
3. The premises shall not be deemed part of the undertakings of the two Companies or of either Company charged with the general mortgage debt or debenture stock thereof, excepting such mortgages as may be expressly charged upon the premises or upon any specific portion thereof.
4. The two Companies, or either of them, may from time to time borrow on mortgage of the premises any sums of money, and the only security of the mortgagee shall be the said premises, or the part thereof specially mentioned in his mortgage. Notwithstanding anything contained in the special Acts of the two Companies, or in the Lands Clauses Consolidation Act, 1845, or other Acts, the two Companies, or either of them, may retain such portion of the said lands as they believe may hereafter be necessary for the widening of their railway, or for stations and sidings connected therewith: Provided that nothing contained in this enactment shall be construed to alter any of the provisions contained in the special Acts relating to either Company, or any agreement entered into by either Company, which require the resale or reconveyance of any of the premises to any person especially named in such provision or agreement.

Provided always, that the above provisions shall not apply to any lands which are by any existing Act of the two Companies, or either of them, specially appropriated for particular purposes.

Period for compulsory purchase of lands.

43. The powers of the two Companies for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of two years from the passing of this Act.

Power to take easements, &c. by agreement.

44. 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 two Companies 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 rent-charges, 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.

Notice to be given of taking houses of labouring classes.

45. The two Companies shall, not less than eight weeks before they take in any parish fifteen houses or more occupied, either wholly or partially, by persons belonging to the labouring classes, as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the two Companies shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Accommodation to be procured for persons of labouring classes to be displaced.

46. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of a house which the two Companies are by this Act authorised to acquire, the two Companies shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice; and the two Companies may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them jointly or separately, or which they have jointly or severally power to acquire, and may purchase lands by agreement, and may on any such lands erect labouring-class dwellings, and may let or otherwise dispose of such dwellings when erected.

The two Companies to erect dwellings for labouring classes on lands acquired by them in certain parishes.

47. The two Companies shall erect upon some part or parts of the lands acquired by them under this Act in the parish of Holy Trinity, Minories, and the parish of Saint Botolph Without, Aldgate, dwellings for the labouring classes which shall be sufficient to accommodate an equal number of persons belonging to such classes as may be displaced by the two Companies under the powers of this Act.

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Penalty imposed unless the lines are opened within the time limited.

48. If the two Companies fail within the period limited by this Act to complete the railways, they shall be jointly and severally liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works of the railways; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened, in the name and with the privity of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice in England, in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Companies were prevented from completing or opening the railways by unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict. c. 31.

Application of penalty.

49. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the two Companies by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required

as aforesaid, shall be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division of the High Court of Justice in England thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom; provided that if either of the said Companies become insolvent, and be ordered to be wound up, or if a receiver have been appointed in respect of such Company, then the portion of such penalty recovered from such Company as aforesaid shall wholly or in part (in the discretion of the Court) be paid or transferred to such receiver, or to the liquidator or liquidators of such Company, or be otherwise applied as part of the assets of such Company for the benefit of the creditors thereof.

Period for completion of works.

50. If the railways, new street, and works are not completed within three years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the two Companies for making and completing the railways, new street, and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Tolls on railways.

51. The two Companies may demand and take any tolls and charges in respect of the joint undertaking, and the conveyance of traffic thereon, not exceeding the tolls and charges which the Metropolitan Railway Company are authorised to take by the Metropolitan Railway Act, 1854; and the provisions and regulations of that Act with respect to tolls and charges, and with respect to passengers luggage, shall in all other respects extend and apply to the joint undertaking.

Providing for appointment of joint committee.

52. Subject to the provisions of this Act, all the powers herein conferred on or vested in the two Companies jointly for the construction of the railways, new street, and works, or any of them, and for the entering upon and taking of lands for the purposes thereof, and with respect to the maintenance and management of the joint undertaking, and the levying of tolls and charges in respect of the use thereof, or otherwise, shall be vested in a joint committee, to be called the "Metropolitan and District Joint Committee."

Constitution of joint committee.

53. Within one month after the passing of this Act, the board of the Metropolitan Company shall nominate and appoint, in writing under the hand of their chairman or secretary, three persons, and the board of the District Company shall, within the same period, in like manner nominate and appoint three persons; and such six

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persons shall receive such remuneration as shall be specified in their appointment, and shall form the joint committee, and shall remain in office until they respectively die, resign, or are removed by the board by whom they were nominated, and their place shall be filled or they may be re-appointed by the same board by which the original appointments were made, and all the powers vested in them by this Act may be exercised by them in the name of the committee; and the expression "the promoters of the undertaking" in the Lands Clauses Consolidation Act, 1845, and the expression "the Company" in the Railways Clauses Consolidation Act, 1845, shall, for the purposes of the joint undertaking, mean and apply to the joint committee.

As to vacancies in committee.

54. The boards of the two Companies respectively may from time to time in like manner at their pleasure remove the members of the committee so nominated by them respectively, and may in like manner respectively fill up the vacancies occurring among such members by removal, death, or resignation, and vary the remuneration; and no act done by the joint committee shall be invalidated because of any alleged or real want of authority on the part of the said chairman or secretary to sign such appointment.

Meetings of committee.

55. The joint committee shall hold its meetings at such place as it may from time to time determine upon, and, provided that each of the two Companies is represented by one at least of its members, two shall be a quorum thereof; and unless at any meeting it shall be otherwise unanimously agreed for that meeting, the chairman of each meeting shall be elected alternately at one meeting from the members representing one of the two Companies, and at the next meeting from the members representing the other of the two Companies, if any such member be present at the commencement of the meeting, and so from time to time. And the representatives of each of the two Companies shall only have one vote amongst them, and the chairman shall not have a casting vote.

As to settlement of disputes.

56. The joint committee shall at their first meeting in every year appoint some person as standing arbitrator for the ensuing year, and if any question shall at any time arise in the committee concerning which question the member or members present representing the one Company differ from the member or members present representing the other Company, the matter in difference shall, if so desired by the member or members present representing either Company, be from time to time referred to the said arbitrator, or in default of the appointment of such arbitrator by the joint committee, then to an arbitrator to be nominated by the Board of

Trade on the application of either of the two Companies; and the arbitrator may, on application made to him by the members of the committee representing either of the said Companies, attend at any meeting of the committee, and summarily decide any such matter in difference, and every award or decision of such arbitrator shall be final with respect to the matters submitted to him; and the said committee or the Board of Trade, as the case may be, may fix the remuneration to be paid to such arbitrator: Provided always, that if any matter which may have been referred to the arbitrator shall be left undecided by him at the expiration of his year of office, the same matter shall be decided by the said arbitrator, and his decision shall be binding, although he may no longer fill the said office.

Functions of committee.

57. The joint committee shall have the direction of the joint undertaking, and they may appoint, remunerate, and at their pleasure remove a secretary, and such other officers, clerks, and servants as they may deem needful for the purposes thereof, and they shall cause proper books of account to be kept, containing accurate statements of the receipts and expenditure touching the joint undertaking and connected with the traffic thereon, as well as books in which shall be entered the minutes of all proceedings at every meeting of the committee.

How capital to be provided.

58. The capital required for the purposes of this Act, not exceeding in the whole two millions five hundred thousand pounds, shall, at the option of the two Companies, be provided either (1) by the two Companies separately in equal proportions, or (2) by the creation of shares or stock in the joint undertaking, the joint undertaking being for that purpose constituted a separate undertaking in manner provided by this Act, or (3) by a joint guaranteed stock, to be created and charged as herein-after provided; and the option of the two Companies shall be exercised and given by a resolution of the directors of each Company, confirmed at an extraordinary general meeting of the shareholders convened with due notice of the matter, and by the votes of proprietors present in person or by proxy, holding at least three fifths of the paid-up capital represented at the meeting.

When the capital is to be provided by the two Companies separately.

59. The following sections and provisions shall be applicable in the event of the two Companies deciding to provide the capital required for the purposes of this Act separately in equal proportions.

Joint Committee to estimate amount

60. The joint committee shall from time to time in a minute estimate the amount of moneys required by them for purchasing the lands, executing the works, and otherwise carrying into effect

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required for construction.

the provisions of this Act, and shall fix the times at which such moneys are to be paid to their bankers or treasurer; and copies of every such minute, signed by the chairman of the meeting at which such minute was made, and by the secretary of the joint committee, or by the arbitrator and secretary, shall be sent with all convenient despatch to the secretaries of the two Companies respectively, addressed to the principal offices of the same Companies.

Amount to be paid by the two Companies.

61. The two Companies shall, at the time so fixed in each minute, pay in equal moieties to the bankers or treasurer of the joint committee the amount specified in the minute, and such moieties shall be deemed debts due from the Companies respectively to the joint committee from the day fixed for the payment thereof until the same shall be discharged.

In case of default.

62. If either of the two Companies shall make default in such payment the other Company may, if they think fit, pay to the joint committee the amount due from the defaulting Company, and the defaulting Company shall pay to the Company not in default or to the joint committee, as the case may be, interest at the rate of ten per centum per annum, to be calculated from the day fixed by the joint committee for payment of the money due, or, as the case may be, from the day on which the Company not in default shall have paid to the joint committee the amount due from the defaulting Company until the day when the defaulting Company make the payment either to the joint committee or to the other Company, as the case may require.

Recovery of amount from defaulting Company.

63. The joint committee or the Company which, in pursuance of the last preceding enactment, shall have made the required payment, may recover from the Company in default the moneys so due by action of debt in any court of competent jurisdiction; and it shall be sufficient in any such action to produce the minute book containing the estimate on which the claim is founded, and to prove that a copy of the said minute, duly authenticated, was sent to the secretary, addressed at the principal office of the Company in default, and that the sum mentioned in the said minute has not been paid or has been paid by the Company not in default.

Companies may apply existing funds to purposes of Act.

64. In order to provide the capital required for the purposes of this Act, each of the two Companies may raise and apply to those purposes any money which they are authorised to raise by any other Act, and which may not be required for the purposes to which by that Act it is authorised to be applied.

The two Companies may raise additional capital.

65. In order to provide the capital required for the purposes of this Act, each of the two Companies, in addition to the sums of money which they are already authorised to raise, may raise any further capital, not exceeding in the whole one million two hundred and fifty thousand pounds, by the creation and issue, at their option, of new ordinary shares or stock, or new preference shares or stock, or wholly or partly by one or more of those modes respectively, which shares or stock shall form part of the general capital of the respective Company.

Shares not to vest until one-fifth part paid up.

66. Neither of the two Companies shall issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one-fifth part of the amount of such share shall have been paid in respect thereof.

As to votes of proprietors of such shares.

67. The proprietors of any shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof at meetings of the Company by whom the same were or was issued as the nominal amount represented thereby would have entitled them to if the same had been original shares of that Company.

Power to borrow on mortgage.

68. In order to provide the capital required for the purposes of this Act, each of the two Companies may from time to time borrow on mortgage of their respective undertaking any sums not exceeding in the whole four hundred thousand pounds; that is to say, when and so soon as each of the two Companies shall have issued shares to the amount of six hundred and twenty-five thousand pounds, one half of the capital of one million two hundred and fifty thousand pounds required to be raised in shares by each Company respectively, and such shares shall have been accepted and one half thereof paid up, each Company may borrow any sum not exceeding two hundred thousand pounds; and when the further sum of six hundred and twenty-five thousand pounds, the remaining half of the capital of one million two hundred and fifty thousand pounds required to be raised by each Company, shall in like manner have been issued, accepted, and one half thereof paid up, each of the two Companies may borrow the further sum of two hundred thousand pounds; but no part of the sums to be so borrowed by either Company shall be borrowed until the Company borrowing 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 shares for so much of that portion of the capital in respect of which the borrowing power is proposed to be exercised as is to be

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raised by shares have been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the respective portions of the said capital as is to be raised by the Company borrowing by means of stock is fully paid up, and the Company borrowing have proved to such justice as aforesaid that such shares or stock, as the case may be, were issued bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of such 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.

Existing mortgages to have priority.

69. All mortgages granted by either of the two Companies in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages, and subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages granted by either of the two Companies by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by either of the two Companies.

Repealing provisions of *former Acts* for appointment of receiver.

70. Every provision in any Act passed before the present session of Parliament, whereby either of the two Companies are authorised to raise by borrowing money for the purposes of their undertaking, with respect to the appointment of a receiver for enforcing payment by such Company of arrears of interest or principal, or principal and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made, or to the continuance of any proceedings which may have been commenced, prior to the passing of this Act, under any such provision.

As to appointment of receiver.

71. The mortgagees of each of the two Companies may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and 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 be not less than ten thousand pounds in the whole. A.D. 1879.

Debenture stock.

72. Each of the two Companies 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 after the passing of this Act created and issued by either of the two Companies shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the two Companies respectively, and shall have priority over all principal moneys secured by such mortgages.

When the capital is to be raised by shares in the joint undertaking.

73. The following sections and provisions shall be applicable in the event of the two Companies deciding to provide the capital required for the purposes of this Act by the creation of shares or stock in the joint undertaking.

Railways to form separate undertaking and capital.

74. The railways, together with all lands, buildings, and property to be purchased for the purposes thereof, shall form a separate undertaking, distinct and apart from the rest of the undertakings of the two Companies respectively, and shall be called "The Metropolitan and District Separate Undertaking," and the capital required for the purposes of such separate undertaking shall form a separate capital, in this Act referred to as "the separate capital": Provided always, that the directors of the two Companies shall have the working and management of the affairs of the said separate undertaking, and they and the joint committee shall have and shall exercise all such and the same powers with respect thereto as they have or might have or exercise with respect to their own proper undertakings respectively.

How separate capital to be raised and issued.

75. The separate capital shall be raised by the creation by the two Companies of shares or stock in the separate undertaking, and shall not exceed the amount of two million five hundred thousand pounds, and shall be issued by the joint committee; and the provisions of the Companies Clauses Consolidation Act, 1845, with respect to the distribution of the capital of the Company into shares, and with respect to the transfer and transmission of shares, and with respect to the payment of subscriptions and the means of enforcing payment of calls, and with respect to the forfeiture of shares for nonpayment of calls, and with respect to the remedies of creditors of the Company against the shareholders, and Part I. of the Companies Clauses Act, 1863, relating to cancellation and surrender of shares, shall apply to the joint committee instead of to the Company.

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Prescribing how terms to be settled.

76. The terms and conditions upon which such separate undertaking shall be worked and managed by the two Companies and the joint committee, and the dividends or annual or other sums to be paid to or upon the shares or stock constituting the separate capital out of the gross receipts arising from traffic passing as well upon the separate undertaking as upon such undertaking and the other railways of the two Companies, or either of them, and the payment to be made in respect of the use of the separate undertaking for the traffic of the two Companies respectively, shall be such as shall be defined and settled by extraordinary general meetings of the two Companies, duly convened with notice of the object, and by such votes as aforesaid; and the substance of such terms and conditions shall be indorsed upon the certificates of the shares or stock constituting the separate capital of the separate undertaking upon the issue of the same.

Separate undertaking exempt from mortgages on original undertaking.

77. The separate undertaking, and the revenue arising therefrom, shall not be liable for any mortgage or debenture debt or other charge upon any other part of the undertaking of either of the two Companies, or for the payment of interest thereon.

Providing for separate accounts.

78. Separate accounts shall be kept of the capital and revenue of the separate undertaking, and of the payments made in respect to the said capital and revenue, in the same form, as nearly as may be, and subject to the same conditions, as such accounts would be kept if the separate undertaking belonged to an independent company.

Separate undertaking to be worked in an efficient manner.

79. After the opening of the separate undertaking for public traffic the two Companies shall work the same and convey traffic thereon in a proper manner, and so as fairly to accommodate and develop the traffic of the district to be served by the said undertaking. In case any difference shall arise between the two Companies, or either of them, and any of the holders of stock or shares in the separate capital, with respect to the working or non-working or insufficient working by the two Companies, or either of them, of the said undertaking, or otherwise in relation thereto, whereby the holders of such shares or stock deem themselves to be injuriously affected, such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either party, and such arbitrator shall have full power to settle and determine any such difference, and to order the two Companies, or either of them, to do or to abstain from doing all such acts, matters, and things as he shall think fit, and to make such order with respect to the costs of such arbitration as he shall think just. In

case the two Companies, or either of them, make default in complying with any such order within the time thereby prescribed, then and in every such case the Companies or Company in default shall for every such default be liable to a penalty not exceeding fifty pounds, and to a further penalty not exceeding fifty pounds for every day after the first during which such default shall continue.

When capital is to be raised by the joint guaranteed stock.

80. The following sections and provisions shall be applicable in the event of the two Companies deciding to provide the capital required for the purposes of this Act by means of a joint guaranteed stock:

Two Companies may create joint guaranteed stock.

(1.) The two Companies may create such amounts of stock as they find necessary, not exceeding in the whole the sum of two million five hundred thousand pounds, and they shall attach thereto a fixed perpetual guaranteed dividend at the rate of four pounds per centum per annum, payable by equal half-yearly payments on the first day of March and the first day of September in every year, or within twenty days before or after such days respectively; and such stock (which is in this Act referred to as "the joint guaranteed stock") shall be called Metropolitan and District Joint Guaranteed Stock, and shall be a first charge on the revenues of the joint undertaking, ranking next after the expenses incident to the working, control, management, maintenance, and repair thereof, and as regards the revenues of the other undertakings of the two Companies respectively, shall rank next after the mortgage debts and debenture stocks of those Companies respectively: Provided that the joint guaranteed stock shall not confer upon the holders thereof any rights of voting at meetings of the two Companies, or of either of them.

Certain functions of two Companies in respect of joint guaranteed stock to be executed by the joint committee.

(2.) When and as the two Companies from time to time create any joint guaranteed stock under the authority of this Act, the several provisions of the Companies Clauses Consolidation Act, 1845, with respect to the distribution of the capital of the Company into shares, and with respect to the transfer or transmission of shares, and with respect to the payment of subscriptions and the means of enforcing payment of calls, and with respect to the forfeiture of shares for nonpayment of calls, and with respect to the giving of notices, and Part I. of the Companies Clauses Act, 1863, relating to cancellation and surrender of shares, incorporated with this Act, shall, so far as the same are respectively applicable, in the case of stock be held and

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construed to apply in respect of the joint guaranteed stock so created, and Part I. of the Companies Clauses Act, 1863, shall apply to the joint committee instead of the Company; and the joint committee may and shall, in respect of those provisions, act in their own name, and in the names of and by their secretary, officers, and servants, as fully and effectually and in the like manner as the two Companies might and could have acted if this present enactment had not been made.

Defining the proportion of dividend thereon payable by each of the joint Companies.

(3.) As respects the holders of such guaranteed stock, the two Companies shall pay and be liable to the dividends from time to time payable upon the joint guaranteed stock issued under the powers of this Act in equal proportion, but, as between themselves, any contributions from the two Companies in aid of the revenue of the joint undertaking for payment of such guaranteed stock dividend shall be apportioned between them in the ratio of the value of the through traffic booked on, to, or from or over the joint undertaking by each Company in each year.

Application of moneys.

81. All moneys raised under the powers of this Act, whether by joint guaranteed stock, or by shares, stock, debenture stock, or borrowing, shall be applied to the purposes of this Act only.

Receipt clause in case of persons not sui juris.

82. If any money is payable to a minor, idiot, or lunatic, being a holder of shares or stock in either of the two Companies or in the separate undertaking, or of joint guaranteed stock created under the powers of this Act, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company or joint committee paying the same.

As to disposal of revenue.

83. The joint committee shall receive all the tolls, rents, rates, and charges, and all other the revenue arising out of the joint undertaking or connected therewith, and shall devote the same, in the first instance, to paying the salaries, charges, and expenses incident to the working, control, management, maintenance, and repair thereof, and, according to the plan on which the capital aforesaid shall be raised, in payment of debenture interest, and a dividend of four per centum upon the capital contributed by each Company, or, as the case may be, by way of dividend upon the shares or stock in the separate capital, or by way of dividend upon the joint guaranteed stock created under the powers of this Act; and the balance, if any, of net revenue remaining in the hands of the committee at the end of every half year after making such payments as aforesaid shall be by them divided between the two

Companies in the ratio of the value of the through traffic booked on, to, or from, or over the joint undertaking by each Company in each year; provided that the joint committee may account to the two Companies either monthly or quarterly for all balances of net profits.

As to expenses of managing joint undertaking.

84. If the revenue so coming to the hands of the joint committee shall be insufficient for the purpose of defraying the salaries, charges, and expenses incident to the working, control, management, maintenance, and repair of the joint undertaking, and (in the event of the capital being contributed equally by the two Companies, to pay a dividend at the rate of four per centum per annum upon the capital so contributed,) each of the two Companies shall from time to time, upon demand thereof by the committee, pay to the committee, in the ratio mentioned in the last preceding section, the amount declared by them to be required for the purpose aforesaid, whether in anticipation of future payments or in liquidation of payments already made; and the provisions of this Act with respect to estimating the amount required for the construction of the works, and the payment thereof to the joint committee, and the remedies in case of default in the event of the capital being raised by the two Companies separately, shall extend and apply to the sums so declared to be required.

Actions, &c. with respect to joint undertaking.

85. All actions, suits, indictments, and other proceedings at law or in equity which might have been brought and prosecuted by or against either of the two Companies if that Company had been solely authorised to execute this Act, may, as regards any act or default of the joint committee in relation to the joint undertaking, or any part thereof, or the execution of this Act, be brought and prosecuted by or against the joint committee; and any summons, demand, writ, notice, or other proceeding at law or in equity or otherwise, relating in any manner to the joint undertaking, or to any act or default of the joint committee, shall, if served on the secretary or any member of the committee, or if left at or transmitted by post to the principal office of the committee, or of either of the two Companies, be valid and effectual.

Extending certain provisions of 8 & 9 Vict. c. 16.

86. The following sections of the Companies Clauses Consolidation Act, 1845, shall be incorporated with and form part of this Act, and the expression "the directors" in those sections shall in this Act mean the joint committee, and the expression "the Company" in the hundredth section shall mean the two Companies or either of them:

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Section 97, with respect to the making of contracts;
Section 98, with respect to the entry of proceedings;
Section 99, with respect to informalities in appointment of directors;
Section 100, with respect to the personal liability of directors;
Sections 109 to 114, with respect to the accountability of officers of the Company;
Sections 142 to 160, with respect to the recovery of damages not specially provided for, and penalties; and
Sections 161 and 162, with respect to access to the special Act:

Provided always, that any contract which, according to the said ninety-seventh section, ought to be made under seal, shall be valid and effectual if made in the name of the committee under the hands and seals of the chairman of the meeting of the committee when such contract was signed, and two other members of the committee present at such meeting.

As to fixing tolls, &c.

87. Subject to the provision herein contained as to the use of the joint undertaking by the two Companies, the tolls, rates, and charges to be demanded and taken in respect of local traffic upon the joint undertaking shall from time to time be fixed by the joint committee, but each of the two Companies shall be free to fix its rates and fares for all through traffic.

Companies to have equal rights in respect of joint undertaking.

88. The two Companies shall have equal rights each with the other in all respects as to working over and using, and may respectively work over and use, the joint undertaking, and the works, stations, and conveniences thereof, and no advantage shall be given to either Company to the prejudice of the other: Provided that the rates to be paid by each Company for the conveyance by that Company of through traffic over the joint undertaking shall be the mileage proportion attributable to the joint undertaking of the gross receipts of the carrying Company from the traffic so carried by that Company over the joint undertaking, after deducting from such gross receipts the usual Clearing-house terminals, if any, and also paid-ons, paid-outs, proportions paid or due to other companies, Government duty, and such an allowance for train or running expenses to the carrying Company as may be agreed upon, or, failing agreement, as may be settled by arbitration.

For securing continuous working of Inner Circle.

89. Each of the two Companies shall, for the purpose of securing to the public the advantage of the continuous working of the said Inner Circle with the other portions of the two Companies lines, work over the railways of the other Company forming part of

such Inner Circle; and the clauses numbered from 6 to 14 inclusive of the agreement between the two Companies, dated the twenty-seventh day of June one thousand eight hundred and seventy-one, and referred to in section eight of the Metropolitan Railway Act, 1872, and thereby confirmed, shall, during the subsistence of such agreement, be applicable to such continuous working.

35 & 36 Vict. c. lviii.

Companies not bound to carry any traffic other than coaching traffic.

90. Nothing in this Act contained shall render it compulsory on the two Companies, or either of them, to carry on the joint undertaking, or any part thereof, any animals, minerals, or goods.

Power for the two Companies and the Corporation, the Commissioners, and the Metropolitan Board to agree with respect to the construction and maintenance of the new street and works.

91. The two Companies on the one hand, and the Corporation, the Commissioners, and the Metropolitan Board respectively, or any of them, on the other hand, may from time to time enter into and carry into effect contracts, agreements, and arrangements for or with respect to the construction and maintenance of the new street and works, or any of them, or any part or parts thereof respectively, and the works and conveniences connected therewith, the acquisition and appropriation of lands and property, the contribution of funds, and any incidental matters; but if no such agreement shall be entered into with respect to the new street and works connected therewith within four months from the passing of this Act, the two Companies shall not be required to construct the new street and works, or any of them, or any part or parts thereof respectively: Provided that in the event of any part of the lands taken by the two Companies under this Act being hereafter taken from them by the Corporation, or the Commissioners, or the Board for improving or widening the adjoining streets, regard shall be had, in settling the compensation, to the moneys and other consideration given by the two Companies for acquiring such lands; and the two Companies shall not be entitled to receive any further allowance from the Corporation, Commissioners, or Board, as the case may be, in respect of compulsory purchase.

The Corporation, the Commissioners, and the Metropolitan Board may provide funds.

92. The Corporation, the Commissioners, and the Metropolitan Board may respectively apply their funds and revenues in carrying into effect any of the powers conferred by this Act, and may respectively raise any moneys they may require in carrying into effect any such powers by levying one or more rates in the nature of a general district rate, or by increasing any of their existing rates, or by mortgage of all or any of their property, rates, and revenues, or by bond or debenture stock, on the security of all or any of such property, rates, and revenues.

Providing for compensation to

93. Whereas the construction of the railways authorised by this Act will prevent the construction of the railways authorised by

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Link Line Company, and for cesser of powers granted to that company by 37 & 38 Vict. c. cxcix.

the Metropolitan Inner Circle Completion Act, 1874, and it is equitable that compensation should be made as provided in this section to the Metropolitan Inner Circle Completion Railway Company (herein called the Link Line Company) for the expenses incurred by them in the promotion of the said undertaking and otherwise as in this section provided, and that the Link Line Company should be relieved from the obligation of constructing their said railways:

Be it enacted as follows:—

(*a.*) The two Companies shall jointly or severally, on or before the first day of October one thousand eight hundred and seventy-nine, pay to the Link Line Company, or deposit with the London and Westminster Bank in such name or names as the Link Line Company may direct, such a sum or sums of money, not exceeding in the whole fifty thousand pounds, as may be agreed on, or as, failing agreement, may be settled by the arbitration of Mr. Venables, Q.C., or, him failing, Mr. Aspinall, Q.C., in respect of the following matters; that is to say, all disbursements and liabilities bonâ fide and properly incurred by or on behalf of the Link Line Company in promoting and obtaining the several Acts of Parliament relating to that company or in connexion therewith; all disbursements and liabilities bonâ fide incurred by the Link Line Company in maintaining and giving effect to the powers conferred by the said Acts or any of them, or in connexion therewith, together with a reasonable remuneration for all services actually rendered by the directors and officers of the Link Line Company in connexion bonâ fide with the purposes of the said Acts and the objects of that company, or any of them; but in the matters so referred are not to be included any claims for loss of prospective profit arising from the failure to carry out the undertaking of the Link Line Company. The costs of the arbitration shall be in the discretion of the arbitrator, and his decision shall be binding upon all parties.

(*b.*) The sum or sums so agreed upon or settled by arbitration (as the case may be), upon payment thereof by the two Companies as hereby required, shall, failing agreement, be distributed and paid by the Link Line Company in manner following; (that is to say,) to and among the several parties and in the several proportions to be determined as just and equitable, having regard to all the cir-

cumstances of the case, by Mr. Pope, Q.C., or, him failing, by Mr. P. S. Stephens.

(*c.*) When and so soon as the two Companies shall commence the construction of the Railway No. 1 hereby authorised by the service of the land purchase notices upon such owners of property named in the said deposited book of reference as shall be certified by one of the Companies engineers to be necessary for the construction of the said Railway No. 1, the powers of the Link Line Company to construct the lines by their said Act authorised shall cease.

(*d.*) When the powers of the Link Line Company to make their said railways have ceased pursuant to the provisions of this Act, the sum of thirty-nine thousand seven hundred and twenty-eight pounds Bank annuities deposited in the Court of Chancery in England, representing the sum of thirty-six thousand five hundred pounds, and referred to in the seventy-seventh section of the Metropolitan Inner Circle Completion Railway Act, 1874, as "the railway deposit securities," shall be applicable and applied, as in that section mentioned, towards compensating the persons who may be entitled to compensation, or if a portion of the said railway deposit securities shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said railway deposit securities, or such portion thereof as may not be required as aforesaid, and the interest and dividends thereof, shall, on the application of the persons named in the warrant or order issued in pursuance of the said Act of the ninth and tenth years of Her present Majesty, chapter twenty, or of the survivors or survivor of them, or of the executors or administrators of the last survivor, by petition in a summary way to the Chancery Division of the High Court of Justice, be transferred and paid to the persons or person so applying, or any other person or persons whom they or he may appoint in that behalf.

(*e.*) After the cesser of such powers, where before the passing of this Act any contract has been entered into or notice given by the Link Line Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act, the Link Line Company shall be released from all liability to purchase or to complete the purchase of any such lands, but, nevertheless, full compensation shall be made by that

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company to the owners and occupiers or other persons interested in such lands for all injury, loss, expenses, or damage sustained by them respectively, and secured to them by special agreement or otherwise, by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

(*f.*) The abandonment by the Link Line Company, under the authority of this Act, of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of that company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by that company to receive compensation for such temporary occupation, or for any loss, damage, or injury which has been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the Metropolitan Inner Circle Completion Railway Acts, 1874, 1876, and 1878, or any of them.

39 & 40 Vict. c. ccxxvi. 41 & 42 Vict. c. ccxi.

Link Line Company to wind up their affairs.

94. Forthwith after the cesser of such powers as aforesaid the Link Line Company shall proceed to wind up their affairs, and shall pay, satisfy, and discharge all their debts, liabilities, and engagements.

Dissolution of that company.

95. When all the debts, liabilities, and engagements of the Link Line Company are paid, satisfied, and discharged, and the affairs of that company are wound up, that company shall be by this Act dissolved, and shall thenceforth wholly cease to exist.

Confirming agreement, and saving rights of Crown.

96. The articles of agreement relating to the garden in Trinity Square, in the city of London, made the fifteenth day of May one thousand eight hundred and seventy-nine, between the Honourable Charles Alexander Gore, one of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and the two Companies, and contained in the Schedule to this Act, are confirmed, and shall be

binding upon the two Companies, and valid as between the Commissioners of Her Majesty's Woods, Forests, and Land Revenues and the two Companies; and, except as provided by such articles of agreement, nothing contained in this Act shall authorise the two Companies to take, use, or in any manner interfere with any land or hereditaments, or any rights, of whatever description, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods and Forests and Land Revenues, or either of them, nor to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not to be paid on calls paid up.

97. Neither of the two Companies shall, out of any money by this Act authorised to be raised, pay interest or dividend 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 either 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.

98. Neither Company shall, 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 either Company to construct any other railway or to execute any other work or undertaking.

Railways not exempt from provisions of present or future general Railway Acts.

99. Nothing in this Act contained shall exempt the railways 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.

Expenses 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 two Companies equally.

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The SCHEDULE to which the foregoing Act refers.

ARTICLES OF AGREEMENT made the fifteenth day of May one thousand eight hundred and seventy-nine, between the Queen's most Excellent Majesty of the first part, the Honourable Charles Alexander Gore, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues in charge of the land revenues of the Crown in the county of Middlesex, on behalf of Her Majesty, acting under the powers of an Act of the tenth year of King George the Fourth, chapter 50, and of an Act of the fourteenth and fifteenth years of Her present Majesty, chapter 42, of the second part, and the Metropolitan Railway Company and the Metropolitan District Railway Company (herein-after called the Companies) of the third part.

WHEREAS the Companies have applied to Parliament for an Act to authorise them to make and maintain certain railways and new street and works therein described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and to enter upon, take, and use such of the lands delineated on the plan and described in the book of reference which was duly deposited with the clerks of the peace for the county of Middlesex and the city of London respectively, and which said plan is herein-after referred to as the deposited plan: And whereas the Companies will require to enter upon, take, or use certain land the property of Her Majesty in right of her Crown, and it has been agreed between the said Charles Alexander Gore, as such Commissioner as aforesaid, and the Companies that the following agreement shall be entered into relative to the said land: Now these presents witness, and the said Charles Alexander Gore doth hereby, on behalf of Her Majesty, covenant with the Companies, and the Companies do hereby, for themselves and their respective successors, jointly and severally covenant with the Queen's Majesty, as follows:—

1. This agreement shall not have any force or validity unless the said Act shall, with such alterations as may be sanctioned by Parliament, become an Act of Parliament in the present session, in which case this agreement shall be binding.

2. Before the Companies commence any works herein-after mentioned, the present level of the garden is to be ascertained by the said Charles Alexander Gore or other the Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues in charge of the premises (who are herein-after called the said Commissioner or Commissioners), such level being herein-after referred to as the garden level.

3. Before entering upon the garden for the purpose of constructing a tunnel or covered way, or in any way interfering with the garden, the Companies shall pay to the said Commissioner or Commissioners the sum of five hundred pounds as the consideration money for the grant herein-after mentioned, and such pay-

ment shall include any interest which the Crown may have in the soil of the roadways adjoining the garden.

4. The tunnel or covered way to be constructed shall have its centre line the centre line as laid down on sheet No. 4 of the deposited plan, or not deviating therefrom more than five yards on either side of such centre line without the consent in writing of the said Commissioner or Commissioners; and the side walls thereof from out to out shall not occupy a greater width than forty-five feet in the extreme, and the extreme height thereof shall be such that when two feet of vegetable soil is placed upon such tunnel or covered way the level of the surface of such soil shall be the garden level.

5. No ventilator shaft or opening shall at any time be formed in such tunnel or covered way other than a ventilating shaft ten feet square, which shall be constructed at the extreme west end of the garden in such position as shall have been previously approved of in writing by the said Commissioner or Commissioners, and such ventilator shaft shall be enclosed with a wall six feet six inches high above the garden level, and such wall shall be of ornamental white brickwork, and covered with trellis, and such wall and trellis shall be constructed according to plans, elevations, and specifications to be approved in writing by the said Commissioner or Commissioners, and the ground at the base of such wall shall be planted, and such wall shall be screened by mounds of such height as shall have been approved in writing by the said Commissioner or Commissioners, and such mounds shall also be planted, and all works mentioned in this clause (including planting) shall be executed and completed and maintained thereafter by the Companies to the satisfaction of the said Commissioner or Commissioners.

6. The Companies shall forthwith, on being put into possession of so much of the garden as may be necessary for that purpose, proceed to construct the tunnel or covered way; and shall within six months after being so put into possession complete the same in all respects, and restore and reinstate the garden.

7. The Companies shall be put into possession of so much of the garden only as may be absolutely required for the actual construction of the tunnel or covered way, and the Companies shall not use any other part of the garden for the deposit of materials or plant, or for any purpose, temporary or otherwise.

8. Before commencing any works the Companies shall erect on each side of the ground into possession of which they shall have been put, along its whole length, a close boarded fence six feet high, and shall maintain the same until the works of construction are completed, and shall at all times keep such fence clear of posting bills or advertising boards, and shall also provide temporary means of access, if necessary, to such parts of the garden as shall be cut off thereby.

9. Within the said period of six months the Companies shall restore the railings, curb, and enclosure to the garden, with all appurtenances thereto belonging, and shall paint the whole railing around the garden, and the Companies shall at all times make good all damage to the well now existing in the garden and its appurtenances, and shall not at any time interfere with the supply of water thereto, and the Companies shall also reinstate and restore the surface of the garden, re-form the gravel paths and the drainage thereof, re-lay the grass

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surface thereof with new turf, re-form the mounds and shrubberies thereof, and plant the same with new suitable shrubs, making the whole not less ornamental than now, and generally shall reinstate all damage; and the Companies shall attend to the garden for six months from the date of completion of all works (including planting) herein-before mentioned, and shall make good all defects which may become apparent during such period, and the Companies shall execute and complete all the works mentioned in this clause to the satisfaction of the said Commissioner or Commissioners, to be signified in writing, and shall do all planting at the proper season of the year for such work.

10. The Companies shall not at any time use the tunnel or covered way or the ventilating shaft, nor permit the same to be used, for any other than for railway purposes, and shall at all times maintain the works in substantial order and condition, and from time to time make good, to the satisfaction of the said Commissioner or Commissioners, any damage or injury which may arise to the garden, its enclosures, railing, or appurtenances, by reason of the works of the Company therein.

11. The Companies shall be at liberty at all times, when necessary, to enter on the garden for the purpose of repairing the tunnel or covered way or ventilating shaft, but only on condition of executing such work with all despatch, reinstating the garden, and all works and things injured, displaced, or affected by the operations; and for the purposes of this article, the trustees for putting an Act of Parliament of the thirty-seventh year of King George the Third, entitled "An Act for paving, watching, lighting, cleansing, watering, "improving, and keeping in repair Great Tower Hill, and for removing and "preventing nuisances and annoyances within the same," into execution, and the Companies shall from time to time enter into such agreements as may be deemed necessary or expedient.

12. Upon the production of a certificate, signed by the surveyor of the said Commissioner or Commissioners, certifying the completion by the Companies of all the works herein-before mentioned, and upon the performance by the Companies of clause thirty of this agreement, the said Commissioner or Commissioners shall, on behalf of Her Majesty, in consideration of the said sum of five hundred pounds, and of the annual payment in this clause mentioned, grant to the Companies a perpetual right to form and maintain a tunnel or covered way for a railway under the garden, with a ventilating shaft, and such grant shall contain a covenant by the Companies for the payment in perpetuity of the annual sum of fifty pounds to the said Commissioner or Commissioners, to be by him or them paid over to the said trustees, and to be applied towards the maintenance of the garden and the enclosures thereof.

13. If within six months from the passing of the Act for which the Companies have applied to Parliament, the Companies shall, by notice in writing under their corporate seals, signify to the Secretary of State for War their election not to construct the works herein-before mentioned, but in lieu thereof to construct the works herein-after mentioned, and if the Secretary of State for War shall by any writing under his hand consent thereto, then and in that case all the preceding clauses of this agreement from three to twelve inclusive shall be rescinded, and the clauses from fourteen to twenty-eight inclusive herein-

after contained shall be substituted in lieu thereof, but in case no such election shall be so signified and consented to, then the said clauses three to twelve inclusive shall remain in full force and effect, and the said clauses fourteen to twenty-eight inclusive shall not be taken as part of this agreement.

14. Before entering upon the garden for the purpose of constructing the line of railway and station, or in any way interfering with the garden, the Companies shall pay to the said Commissioner or Commissioners the sum of five thousand pounds as the consideration money for the grant herein-after mentioned, and such payment shall include any interest which the Crown may have in the soil of the roadways adjoining the garden.

15. The line of railway to be constructed shall have its centre line the centre line as laid down on sheet No. 4 of the deposited plan, or not deviating therefrom more than five yards on either side, without the consent in writing of the said Commissioner or Commissioners; and the works of the line and station, including the side walls thereof, shall not occupy a greater width than seventy-five feet in the extreme.

16. For a width of ten feet along each side of the centre of the space occupied by the line of railway and station, the railway may be open, but the residue of such space shall be covered in and arched over, so that, except the portion that may be occupied for a station building as herein-after mentioned, the extreme height of the covered way or arched covering shall be such that when two feet of vegetable soil is placed upon such covered way or arched covering, the level of the surface of such soil over the covered way or arched covering shall be the garden level.

17. The open space, twenty feet in width, shall be protected on each side by a handsome iron railing not exceeding four feet six inches high above the garden level, fixed on Portland stone or iron curb, and both of design and execution to be approved in writing by the said Commissioner or Commissioners, and the space below the curb down to the soffit of the arched or other covering of the side spaces shall be finished on the outer faces next the open space in such manner as shall be approved in writing by the said Commissioner or Commissioners; and such railing, curb, and faces shall at all times be maintained by the Companies in proper condition, and duly painted, to the satisfaction of the said Commissioner or Commissioners.

18. The Companies shall form a bridge at each end of the garden to establish communication between the north and south sections thereof, which will be separated by the open space in a similar manner to the covered portions of the works, and such bridges shall not be less than twenty feet in width.

19. The Companies may construct a station on the garden, subject to the following conditions:—

(*a.*) The station building above the garden level shall not, without the consent in writing of the Secretary of State for War, exceed the following dimensions; (that is to say,) fifty feet from north to south, thirty feet from east to west, and fifteen feet in extreme height above the garden level:

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(*b.*) The eastern side of the station building shall not be more than thirty feet from the railing of the western side of the garden as shown on the plan drawn hereon;

(*c.*) The station building shall be of handsome architectural design, shall be faced on all four sides with Portland stone, and shall be erected according to designs and specifications to be previously approved of in writing by the said Commissioner or Commissioners.

20. The outside of the station building shall at all times be kept free from advertising boards or posters, show boards, or anything of the like nature, but the Companies may put up the name of the railway and of the station, and exhibit all such ordinary printed time bills as contain the name of the station.

21. No building or other erection shall be constructed or set up on the garden or on roadways adjacent thereto, within the precincts of the Tower, other than those above described, without the consent in writing of the said Commissioner or Commissioners, nor shall any portion of the premises or its appurtenances above the garden level, except as mentioned in the last preceding clause, be used for advertising purposes, or for the exhibition of show-boards, or for other like purposes.

22. The Companies shall forthwith, on being put into possession of so much of the garden as may be necessary for that purpose, proceed to construct the railway and station, and shall, so far as they affect the surface of the garden or are above the level thereof, complete the same in all respects and restore and reinstate the garden (except as regards the open space twenty feet in width) within nine months after being so put into possession.

23. The Companies shall be put into possession of so much of the garden only as may be absolutely required for the actual construction of the railway and station, and the Companies shall not use any other part of the garden for the deposit of materials or plant, or for any purpose, temporary or otherwise.

24. Before commencing any works the Companies shall erect on each side of the ground into possession of which they shall have been put, along its whole length, a close boarded fence eight feet high, and shall maintain the same until the works of construction are completed, and shall at all times keep such fence clear of posting bills or advertising boards, and shall also provide temporary means of access, if necessary, to such parts of the garden as shall be cut off thereby.

25. Within the said period of nine months the Companies shall restore the railings, curb, and enclosure to the garden, with all appurtenances thereto belonging, and shall paint the whole railing around the garden, and the Companies shall at all times make good all damage to the well now existing in the garden and its appurtenances, and shall not at any time interfere with the supply of water thereto, and the Companies shall lay out the surface of the garden anew in accordance with such plan and specification as shall have been previously approved in writing by the said Commissioner or Commissioners, and which by arrangement of mounds and planting shall screen the railway from the north and south, and shall re-form the gravel paths and the drainage thereof, re-lay the grass surfaces thereof with new turf, re-form the mounds and shrubberies thereof, and plant the same with new suitable shrubs, making the

garden not less ornamental than now, and generally reinstate all damage; and the Companies shall attend to the garden for six months from the date of completion of all works (including planting) herein-before mentioned, and shall make good all defects which may become apparent during such period; and the Companies shall execute and complete all the works mentioned in this clause and in clauses seventeen and eighteen of this agreement to the satisfaction of the said Commissioner or Commissioners, to be signified in writing, and shall do all planting at the proper season of the year for such work.

26. The Companies shall not at any time use or permit to be used the railway outside the station for any other than railway purposes, nor the said station for any other purpose than passenger traffic, and shall at all times maintain the works in substantial order and condition, and from time to time make good, to the satisfaction of the said Commissioner or Commissioners, any damage or injury which may arise to the garden, its enclosures, railing, or appurtenances, by reason of the works of the Companies therein.

27. The Companies shall be at liberty at all times, when necessary, to enter on the garden for the purpose of repairing the station and covered spaces, and the protecting railing and curbs, but only on condition of executing such works with all despatch, reinstating the garden, and all works and things injured, displaced, or affected by the operations; and for the purposes of this article the trustees mentioned in clause eleven of this agreement and the Companies shall from time to time enter into such agreements as may be deemed necessary or expedient.

28. Upon the production of a certificate, signed by the surveyor of the said Commissioner or Commissioners, certifying the completion by the Companies of all the works herein-before mentioned, and upon the performance by the Companies of all the clauses of this agreement, the said Commissioner or Commissioners shall, on behalf of Her Majesty, in consideration of the said sum of five thousand pounds and of the annual payment in this clause mentioned, grant to the Companies a perpetual right to form and maintain the railway across the garden, and to construct and maintain the station, and such grant shall contain a covenant by the Companies for the payment in perpetuity of the annual sum of fifty pounds to the said Commissioner or Commissioners, to be by him or them paid over to the said trustees, and to be applied towards the maintenance of the garden and the enclosure thereof.

29. The grant of the Companies shall be prepared by the solicitor of the said Commissioner or Commissioners on behalf of the said Commissioner or Commissioners in such form as he shall consider expedient, and shall contain all such clauses as are usually inserted in Crown grants of a similar description.

30. The Companies shall pay all the costs of the surveyors, solicitors, &c. in reference to this agreement and the preliminaries thereto, and the certificate of the completion of the works and the grant to the Companies, or otherwise incurred by the said Commissioner or Commissioners or the said trustees under, arising out of, or in reference to this agreement.

31. This agreement shall be subject, so far as regards the engagement entered into by the said Charles Alexander Gore, to the approval of the Lords Commissioners of Her Majesty's Treasury.

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And the said Charles Alexander Gore doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments, and the filing or making any entry of such deposit by the keeper of the said records and inrolments. In witness whereof the said Charles Alexander Gore hath hereunto set his hand and seal, and the Metropolitan Railway Company and the Metropolitan District Railway Company have hereunto affixed their common seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Charles Alexander Gore in the presence of
J. F. REDGRAVE,
Office of Woods,
London.

CHARLES A. GORE.

Land Revenue Seal.

Sealed with the common seal of the Metropolitan Railway Company by the order of the Board in the presence of
JNO. BELL,
Secy.

Seal of the Metropolitan Railway Company.

Sealed with the common seal of the Metropolitan District Railway Company, affixed by the order of the Board, in the presence of
GEO. HOPWOOD,
Secretary.

Seal of the Metropolitan District Railway Company.

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