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An Act to authorise the construction of a Subway under the Thames between Southwark and the City of London. A.D. 1870.

[14th July 1870].

WHEREAS the making and maintaining a subway under the river Thames from Southwark to the city of London would be attended with public advantage, and the persons herein-after named, with others, are willing at their own expense to construct the said subway:

And whereas plans and sections showing the lines and levels of the subway and the lands which may be taken for the purposes thereof, together with books of reference to such plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the said lands, have been deposited for public inspection with the respective clerks of the peace for the counties of Surrey and Middlesex and for the city of London, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference:

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

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

Short title.

1. This Act may be cited for all purposes as "The Southwark and City Subway Act, 1870."

Provisions of general Acts herein named incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," "The Companies Clauses Act, 1869," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," are (except where expressly varied by this Act) incorporated with and form part of this Act.

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Interpretation of terms.

3. In this Act, and in any Act wholly or partially incorporated therewith, the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to or inconsistent with such construction; the expression "the Company" means the Company incorporated by this Act; the expression "the subway" means the subway and works connected therewith by this Act authorised; the word "justice" in relation to any lands, or to the purchase or taking by the Company of any lands situate within the city of London, means the Lord Mayor, or any alderman, or the recorder of the city of London; the expression "superior court" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Company incorporated.

4. William Henry Clarke, Charles Banks, John Derrick Ayers, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, or assigns respectively, shall be united into a company for the purpose of making and maintaining the subway, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "the Southwark and City Subway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, acquire, hold, and dispose of lands and other property for the purposes of this Act.

Power to make subway according to deposited plans.

5. Subject to the provisions of this Act, the Company may make and maintain the subway in the line and within the limits of deviation and according to the levels shown on the deposited plans and sections, with all proper works, stations, approaches, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose. The subway herein-before referred to and authorised by this Act will commence in the parish of Saint Mary, Newington, in the borough of Southwark, at or near the junction of Dover Street and Blackman Street, and terminate in the city of London at or near the junction of Martin's Lane and Arthur Street West.

Capital and amount of shares.

6. The capital of the Company shall be one hundred thousand pounds, divided into ten thousand shares of ten pounds each.

Shares not to issue until one fifth paid up.

7. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

8. One fifth of the amount of a share shall be the greatest amount of a call, and three months at the least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow on mortgage.

9. The Company may from time to time borrow on mortgage any sum or sums of money not exceeding in the whole thirty-three thousand pounds, but no part thereof shall be borrowed until the whole capital of one hundred thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

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

Application of moneys.

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

First and subsequent meetings.

12. The first ordinary meeting of the Company shall be held within six months next after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held twice in every year, in the months of January or February and July or August respectively, as the directors may appoint.

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Number of directors.

13. The number of directors shall be five, but the Company may reduce the number, so that the reduced number be not less than three.

Qualification of directors.

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

Quorum.

15. The quorum of a meeting of the directors shall be three whilst their number is more than three, and two if their number be reduced to three.

First directors.

16. William Henry Clarke, Charles Banks, Peter William Barlow, Alexander Forsyth, and John Derrick Ayers shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present, in person or by proxy, may either continue in office the directors appointed by this Act or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act being if qualified eligible for re-election, and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present, in person or by proxy, shall, subject to the power herein-before contained for reducing the number of directors, elect persons to supply the places of the directors then retiring from office agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

Powers for compulsory purchases limited.

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

Premises may be taken notwithstanding errors in book of reference.

18. The Company may purchase, take, and use for the purposes of this Act any of the lands described in the said plans deposited at the office of the clerk of the peace for the city of London and of the clerk of the peace for the county of Surrey as intended to be taken for the purposes of this Act, although the same lands or the names of the owners, lessees, or occupiers thereof may happen to be erroneously stated in or omitted from the said book of reference, in case it shall appear to the Lord Mayor or to any two aldermen of the city of London, or, as the case may require, to any two justices acting in and for the county of Surrey, and be certified under their hands, that such error or omission proceeded from mistake or erroneous information: Provided always, that previously to submitting the case to the Lord Mayor or two aldermen or to two justices as aforesaid

ten clear days notice shall be given to the owners, lessees, and occupiers whose lands shall be affected by such erroneous statement or omission in the said book of reference.

Period for completion of works.

19. The subway shall be completed within five years from the passing of this Act, and if the subway be not completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making the subway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Vertical deviations.

20. In making the subway the Company may, subject to the provisions of this Act, deviate from the levels thereof as referred to the datum line shown on the deposited sections to any extent not exceeding five feet.

Powers of Act not to affect the Thames Conservators.

21. The Company shall not in the construction or maintenance of the subway either temporarily or permanently erect any works on the bed of the river Thames, and no part of the subway shall be constructed at a less depth below the bed of the said river than is shown upon the deposited sections.

Saving rights of the Conservators of the River Thames.

22. Except as herein expressly provided, nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the estates, rights, interest, liberties, privileges, or franchises of the Conservators of the River Thames, or to prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the said conservators did or might lawfully claim, use, or exercise.

Confirmation of agreement with trustees of late Alderman Humphery.

23. And whereas the subway will be driven through certain property belonging or claimed to belong to the trustees and executors of Alderman John Humphery, deceased, and persons claiming under them, and with reference thereto an agreement bearing date the fourth day of May one thousand eight hundred and seventy (set forth in the schedule hereto) has been entered into: Therefore the said agreement shall be and the same is hereby confirmed and declared to be binding upon the Company and upon the said trustees and executors.

For protection of the streets of the city of London.

24. The Company shall not break up or disturb any street or place, or the pavement thereof, under the control or direction of the Commissioners of Sewers of the City of London, unless at least twenty-one 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 such Commissioners, or left for him at his office or at the office of such Com-

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missioners, and the Company shall attend to the directions of such engineer or surveyor with a view to secure a free passage of traffic in such streets and places and to prevent needless injury to the streets, and shall not open more of such streets or places at one time than such engineer or surveyor shall in writing authorise; and when the Company shall break up or disturb any such street, place, or pavement, they shall so soon as the works affecting it are completed, and at the furthest within three months from the day in which those works were begun, restore the street, place, or pavement to as good a condition as it was in when it was broken up or disturbed, under the superintendence and to the reasonable satisfaction of the engineer or surveyor of the Commissioners, and the Company shall save harmless and keep indemnified the said Commissioners and their successors against any expenses consequent on any such works; and if the Company fail to comply with the requirements of this Act they shall forfeit to the said Commissioners a sum of twenty pounds for every offence, and an additional sum of twenty pounds for every day that the Company shall fail to comply with the directions of such engineer or surveyor, and the said Commissioners may, if they think fit, restore the street, place, or pavement broken up or disturbed, and recover the expense of such restoration, and also the said sums so forfeited, from the Company in an action or actions of debt.

For protection of sewers in the city of London.

25. 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 of Sewers of the City of London, or with any sewers or works to be made or executed by the said Commissioners, or shall or may in any way affect the sewage or drainage of the districts under their control, the Company shall not commence such work until they shall have given to the engineer or surveyor of the said Commissioners twenty-eight days previous notice at his office or at the principal office of the Commissioners, with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto, and until such Commissioners shall have signified their approval, disapproval, or other directions within twenty-eight days after service of the said plan, section, and particulars as aforesaid, and the Company shall comply with and conform to all directions and regulations of the Commissioners in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as such Commissioners may deem necessary for the proper protection of, and for preventing injury or impediment to, the sewers and works herein-

before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the said Commissioners against all and every the expense to be occasioned thereby, and all such works may be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Commissioners, and at the costs, charges, and expenses in all respects of the Company; and all reasonable costs, charges, and expenses which the said Commissioners may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such Commissioners by the Company on demand, and if any dispute shall arise between the Company and the said Commissioners as to the amount of such costs, charges, and expenses, the same shall be settled by a justice of the peace of the city of London, and be a debt due from the Company to the said Commissioners; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the cost, charges, and expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Commissioners as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Commissioners or their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed: Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid, such matter or difference shall be referred to an arbitrator to be appointed by the Board of Trade, whose decision shall be final.

Protection of water and gas pipes.

26. Sections eighteen to twenty-three (both inclusive) of "The Railways Clauses Consolidation Act, 1845," as to water and gas pipes, shall be extended to and incorporated with this Act, and for the purposes of this Act those sections shall be read as though the word "subway" had been used therein instead of the word "railway."

For protection of sewers of Metropolitan and other boards.

27. Where any of the intended 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 Metropolitan Board of Works, or of any vestry or district board constituted under "The Metropolis Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said boards or vestry, or either of them, or

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shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board or to the district board or vestry, as the case may be, fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within fourteen days after service of the said plans, sections, and particulars as aforesaid; and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board and of the respective boards or vestries in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as such boards or vestries respectively may deem necessary for the proper protection of, and for preventing injury or impediment to, the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively against all and every the expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board, or vestry, as the case may be, at the costs, charges, and expenses in all respects of the Company, and all costs, charges, and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such boards or vestry by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district board, and vestry respectively, as the case may be, as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Works affecting the South-eastern Railway Company to be done under the superintendence of their engineer.

28. And whereas it is intended that the said subway shall be carried under the Charing Cross branch of the South-eastern Railway Company, and it is expedient that provisions should be made for the protection of the railway, works, and property of the Railway Company: Therefore the Company shall, twenty-eight days before they commence the construction of that part of the subway which shall or may pass under and for a distance of thirty yards on each side of the bridge carrying the said railway over Wellington Street in the borough of Southwark, furnish to the South-eastern Railway Company proper and sufficient plans, sections, and specifications of the works proposed to be made by the Company under the said bridge and for a distance of thirty yards on each side thereof, and such plans, sections, and specifications shall be settled and agreed upon between the respective engineers of those two companies, or in case of their failing to agree, or of any difference arising between them, the same shall be settled and determined by a competent and impartial civil engineer to be on the application of the two companies or either of them appointed 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 satisfaction of the engineer for the time being of the South-eastern Railway, and at the costs, charges, and expenses in all respects of the Company.

In case of damage to works of South-eastern Railway Company.

29. If during the execution of the works the said railway or any of the works connected therewith shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or, in the event of their failing so to do, the South-eastern Railway Company may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction.

Company to pay all damages sustained by South-eastern Railway Company.

30. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the South-eastern Railway Company all costs, losses, damages, and expenses which may be occasioned to the said railway belonging to the South-eastern Company, or to any of the works or property thereof or to the traffic thereon, or to any person or persons using the same, or otherwise by reason of the execution or failure of the works by this Act authorised, or of any act or omission of the Company, or of any of the persons in their employ, or of their contractors or others, and the Company shall effectually indemnify and hold harmless the South-eastern Railway Company from all claims and demands upon or against them by reason of such execution or failure or of any such omission.

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Power to take tolls.

31. The Company may from time to time demand and take for persons from time to time passing through the subway any tolls not exceeding threepence, and for parcels under fifty-six pounds in weight any sum not exceeding threepence, and for parcels weighing fifty-six pounds and not exceeding one hundred and twenty pounds, fourpence, and for parcels weighing more than one hundred and twenty pounds any sum which the Company think fit.

For protection of subway.

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

Rating of subway.

33. The Company or other persons having the control or management of the subway shall be liable to be rated in respect thereof to all rates, taxes, assessments, and impositions whatsoever made or levied by authority of Parliament, the Metropolitan Board of Works, or any vestry or other authority or body having power in that behalf, and the rateable value of the subway shall be ascertained in the same manner and upon the same principle of law as the rateable value of railways is ascertained.

Power to make byelaws.

34. The Company may from time to time, subject to the provisions and restrictions herein-after contained, make regulations as to the use and for the protection of the subway and of any carriages of the Company, and for preventing the smoking of tobacco and the commission of any other nuisance in the subway or in any such carriage; and for better enforcing the observance of any such regulations the Company may, subject to the provisions of this Act, make byelaws, and from time to time repeal or alter such byelaws, and make others, provided that such byelaws be not repugnant to that part of the United Kingdom where the same are to have effect; and such byelaws shall be reduced into writing and shall have affixed thereto the common seal of the Company, and any person offending against any such byelaws shall forfeit for every such offence any sum not exceeding five pounds, to be imposed by the Company in such byelaws as a penalty for any such offence; and if the infraction or non-observance of any such byelaw or other such regulation as aforesaid be attended with danger or annoyance to the public or hindrance to the Company in the lawful use of the subway, the Company may summarily interfere to obviate or remove such damage, annoyance, or hindrance, and that without prejudice to any penalty incurred by the infraction of any such byelaw, but no such byelaw shall have any force or effect until the same shall have been approved by the Board of Trade.

Extending certain sections of Railways Clauses Act to byelaws.

35. Sections one hundred and ten and one hundred [illegible] of "The Railways Clauses Consolidation Act, 1845," shall [illegible] and apply to the before-mentioned byelaws.

Service of notice by the Company.

36. Where it is necessary for the Company to serve any summons, demand, notice, writ, or other proceeding at law or in equity upon any person, the same may be in writing or in print, or partly in writing and partly in print, and be signed by the secretary or clerk of the Company, and need not be under the common seal of the Company, and shall be sufficiently served by being delivered personally to such person or being left at his or their usual or last place of abode or business in England, or by being delivered to some clerk or other officer of such person being a corporation, or being left at the office of such clerk or principal officer, or at his or their usual or last place of abode or business in England.

Expenses of Act.

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

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SCHEDULE referred to in the foregoing Act.

An Agreement made the 4th day of May 1870, between Peter William Barlow, of No. 9, Paragon, New Kent Road, in the county of Surrey, F.R.S., Civil Engineer, Charles Banks, of No. 3, Westminster Chambers, Victoria Street, in the city of Westminster, Esquire, and William Henry Clarke, of Old Burlington Street, Piccadilly, in the county of Middlesex, Esquire, and who are respectively promoters of a scheme for the construction of a subway under the river Thames from near St. George's Church, Southwark, to or near Arthur Street, in the city of London, and who are herein-after referred to as "the promoters," of the one part, and Sir William Henry Humphery, Baronet, of Penton Lodge near Andover, in the county of Hants, and James Arthur Humphery, of New Haw, Addlestone, in the county of Surrey, Esquire, surviving devisees in trust and executors named in the will of Alderman John Humphery, deceased, proved in the Principal Registry of Her Majesty's Court of Probate on the 15th day of October 1863, and herein-after referred to as "the trustees," of the other part.

Whereas a Bill has been introduced into Parliament for the purpose of incorporating a company for making such subway as aforesaid: And whereas the trustees hold certain wharves, chambers, offices, messuages, or tenements, buildings, roadways, cellars, vaults, and premises of very large extent and value situated on the south side of the said river near to and in part under and adjoining to the southern end of London Bridge, in the borough of Southwark aforesaid, whereof they are as to part the owners of the fee, and as to the other part leaseholders under the mayor and commonalty and citizens of the city of London, and the line of the aforesaid subway as laid down upon the deposited plans and sections will pass under parts of the aforesaid wharves and other property, and near to other parts thereof: And whereas divers leases and underleases and tenancies have been made and created of divers parts of the aforesaid wharves and other property by the trustees, and also by their lessees and underlessees: And whereas the trustees have (concurrently with the trustees and executors of the will of John Humphery, Esquire, the younger, deceased) presented a petition against the said Bill, but it has now been agreed that their opposition shall be withdrawn on the terms that such arrangements as herein-after expressed shall be made with reference to the construction, maintenance, and use of the aforesaid subway, and the protection and indemnity of the trustees and others with reference thereto: Now it is hereby in consideration of the premises agreed as follows; (that is to say,)

1. The Company shall not commence any of the works to be authorised by the said Bill and Act unless and until they shall have satisfied Mr. George Berkley, C.E., or other the engineer for the time being of the trustees, by such boring or borings as he may require, that there is for such distance as the aforesaid subway is proposed to be driven through the property of the trustees, and for a further distance of 200 lineal feet at each end of such property, a depth of at least 20 feet of such clay as is from its character impervious to the passage of water above the level of the apex of the upper cylinder (herein-after men-

tioned) as shown on the deposited plans and sections, and a depth of at least 10 feet of such clay below the level of the lowest point of the lower cylinder as shown on such plans and sections, and all expenses of and incidental to such borings, including the charges of the said George Berkley or other the engineer as aforesaid, shall be paid by the Company.

2. Written notice shall be given by the Company to the trustees and all other persons interested in the aforesaid wharves and other property as soon as the construction of the aforesaid subway shall have been proceeded with up to any point within 200 lineal feet (in either direction) of any part of the aforesaid wharves and other property, and no further progress shall be made with the work of construction except under the provisions herein-after contained.

3. The construction of the aforesaid subway shall for such distance as the same shall be driven through the property of the trustees, and for a further distance of 200 lineal feet at each end of such property, be proceeded with as rapidly as possible and without cessation, and the minimum rate of progress shall be nine lineal feet per diem.

4. Notwithstanding the limits of deviation shown by the aforesaid plans and sections, no deviation from the centre line shown thereon shall be made in the construction of that portion of the said subway which shall be driven through the property of the trustees, nor for a further distance of 200 lineal feet from each end of such property, without the express sanction in writing of the trustees or their engineer for the time being.

5. The subway shall be formed of two longitudinal cylinders one below the other, and the apex of the upper cylinder shall not be at a less depth at any point from the surface of the ground than is shown by the aforesaid plans and sections. Neither cylinder shall exceed eight feet in internal diameter, and the thickness of the metal of each cylinder shall be such that the maximum pressure thereon will not exceed one ton per square inch. Each cylinder shall be cast of sound strong iron, and shall be put together in segments of which three, with the key piece at the crown, will make up the circumference, and the same shall be so constructed and placed by means of a shield which shall always be in connexion with and outside of the cylinder. The space left by moving forward the shield (to make room for the segments) between the clay and the cylinder shall be immediately filled in with the most suitable description of cement forced through holes in the cylinder. In other respects the mode of construction of the Tower Subway shall be followed in the construction of the subway forming the subject matter of this agreement.

6. The aforesaid subway shall be made and completed for the whole of such distance as aforesaid to the entire satisfaction of the said George Berkley, or other the engineer for the time being of the trustees, as regards the nature and quality of the materials employed, the mode of construction, and in every other respect, and the said George Berkley, or other the engineer for the time being of the trustees, or his authorised inspector or deputy, shall at all times have free access to the works for the purpose of inspecting the same and the materials employed therein during the construction of the aforesaid subway for such entire distance as aforesaid, and every facility shall be afforded to him for informing himself on all points in relation to the execution of the works, and every notice which the said George Berkley, or other the engineer as aforesaid, may give touching

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the mode of construction or the materials employed, or otherwise with reference to the premises, shall be immediately complied with by the Company.

7. The Company shall at all times and for ever hereafter maintain and keep the aforesaid subway in good, substantial, and perfect repair and condition to the entire satisfaction of the said George Berkley, or other the engineer for the time being of the trustees, and the said George Berkley, or other the engineer as aforesaid, or his authorised inspector or deputy, shall at all times have free access to the subway, and every facility shall be afforded him for inspection thereof, and every notice which he may give touching any defect or want of repair shall be immediately complied with by the Company.

8. On no account and under no pretext whatsoever shall the surface of the soil be disturbed, either during the construction of the works or for the purpose of any future repairs, or for any other purpose, nor shall any of the soil other than that actually required in the judgment of the said George Berkley, or other the engineer for the time being as aforesaid, to be removed in order to make way for the said cylinders, be taken away or disturbed, either during construction of the subway or at any time after its completion, for any purpose whatsoever.

9. The rights of inspection given by the preceding clauses hereof shall not in any manner, whether exercised or not, prejudice or affect the provisions herein-after contained for the indemnity of the trustees and others, or lessen the liability of the Company thereunder.

10. The aforesaid subway shall never be used for any other purpose than that for which it is intended, videlicet, the conveyance of passengers and parcels to and fro along such subway in omnibuses or other carriages otherwise than by steam locomotive engines.

11. The Company shall at all times hereafter at their own cost indemnify the trustees, their heirs, executors, administrators, and assigns, and their said testator's estate, and the trustees and executors of the will of the said John Humphery the younger, their heirs, executors, administrators, and assigns, and their testator's estate, and their respective lessees, under-lessees, and tenants for the time being, and all other persons whomsoever who may for the time being be interested in the aforesaid wharves and other property, or any part or parts thereof respectively, against all loss which they or any or either of them may at any time hereafter sustain or be put to for or by reason or in consequence or otherwise arising out of any damage or injury which may either during the construction of the aforesaid subway or at any time after its completion happen or be occasioned to the aforesaid wharves and other property, or any part or parts thereof respectively, by reason or in consequence of the construction, repair, want of repair, or use of the aforesaid subway, or in any way connected therewith.

12. The trustees or trustee for the time being of the will of the said Alderman John Humphery, deceased, shall be entitled to the benefit in all things of this agreement, and on the complete execution of the trusts of the said will the provisions hereof shall enure to the benefit of the persons or person in whom for the time being the legal estate in the said wharves and premises may be vested.

13. Proper clauses shall be inserted in the Act for giving effect to the provisions herein contained, either by way of substantive enactment or by way of confirmation of this present agreement, as the trustees shall approve.

14. The promoters hereby bind themselves, their heirs, executors, and administrators, and each of them hereby binds himself, his heirs, executors, and administrators, for the due fulfilment and observance of this agreement on the part of the promoters and of the Company.

15. In case the said Bill shall not become law during the present session of Parliament this agreement and everything herein contained shall be absolutely void.

16. The 14th clause of this agreement shall also become void on delivery to the trustees, free of expense to them, of a deed or agreement under the seal of the said Company when incorporated, binding such Company, their successors and assigns, to the observance of the provisions herein contained on the part of the promoters, and which will then by virtue of the clauses herein-before provided for have become binding upon such Company.

As witness the hands and seals of the said parties the day and year first above written.

Signed, sealed, and delivered by the before-named Peter William Barlow, Charles Banks, and William Henry Clarke, in the presence of
ALEXANDER FORSYTH,
Solicitor,
27, Leadenhall Street.

PETER W. BARLOW. L.S.

CHARLES BANKS. L.S.

WILLIAM HENRY CLARKE. L.S.

Signed, sealed, and delivered by the before-named Sir William Henry Humphery, in the presence of
J. R. BULWER,
Barrister,
11, King's Bench Walk, Temple.

WILLIAM H. HUMPHERY. L.S.

Signed, sealed, and delivered by the before-named James Arthur Humphery, in the presence of
A. COOPER,
Clerk to Messrs. Druce, Sons, and Jackson,
10, Billiter Square, London, E.C.,
Solicitors.

JAMES ARTHUR HUMPHERY. L.S.

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