



CHAPTER cxcvi.

An Act for incorporating the Central London Railway Company and for empowering them to construct underground railways from Shepherd's Bush to the City of London and for other purposes. [5th August 1891.] A.D. 1891.

WHEREAS increased facilities for passenger traffic in the central districts of London lying between Shepherd's Bush and the city of London would be of public and local advantage :

And whereas such facilities can be conveniently provided by means of underground railways constructed in two tunnels (for separate up and down traffic) and to be worked by electricity and to be approached by stairs and lifts and to be constructed at such depth and in such manner under the public highways as to avoid any interference with the surface or roadway thereof :

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

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of London and are herein-after respectively referred to as the deposited plans sections and book of reference :

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

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

[Ch. cxcvi.] *Central London Railway Act, 1891.* [54 & 55 VICT.]

A.D. 1891. Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title. 1. This Act may be cited as the Central London Railway Act 1891.

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

The construction of the railway and the works connected therewith;

Section 45 (as to lands for additional stations);

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

The regulation and use of the railway;

The settlement of disputes by arbitration;

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

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

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

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

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

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

The expression "the Council" means the London County Council:

The expression "the Corporation" means the mayor aldermen and commons of the city of London in common council assembled:

The expression "the commissioners" means the Commissioners of Sewers of the city of London:

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Con-

olidation Act 1845 shall as regards those parishes or places in the metropolis as defined by the Metropolis Management Act 1855 in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first case the vestry clerk of the parish and in the second case the clerk of the district board respectively :

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And for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

4. Ernest Cassel Edmond Gerard De Crano Horace Brand Townsend Farquhar Robert Fleming Francis Alfred Lucas Darius Ogden Mills Harry Mosenthal Henry Oppenheim Dillwyn Parrish Hamilton Smith Arthur Wagg and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Central London Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Company in-
corporated.

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

Power to
make works.

Provided always that nothing in this Act shall authorise the Company to enter upon take or use the surface of any public street or road (other than any street or road which they are by this Act authorised to stop up) but (subject as aforesaid) the Company may

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Description of works.

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

Railway No. 1 five miles seven furlongs four chains and ten links in length commencing in the parish of Hammersmith at or near the eastern angle of Shepherd's Bush Green and terminating in the parish of St. Michael Cornhill in the city of London in Cornhill at a point 20 yards or thereabouts west of the junction of Birchin Lane with Cornhill:

Railway No. 1A one furlong seven chains and twenty links in length to be wholly situate in the said parish of Hammersmith commencing at the northern end of Caxton Road and terminating by a junction with Railway No. 1 at its commencement:

A street improvement in the parish of St. George Hanover Square being a continuation of Davies Street in a straight line northwards into Oxford Street and commencing at the junction of South Molton Lane and Davies Street and terminating at the northern end of South Molton Street.

General provisions as to mode of construction.

7. (1.) Each railway shall be constructed in two tunnels for separate up and down traffic and shall be approached by means of stairs and hydraulic or other lifts:

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

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

(C.) The station tunnels shall not have an internal diameter exceeding twenty-three feet and the tunnels between the stations shall not (except where necessary for adjustment at curves) have an internal diameter exceeding eleven feet six inches and the internal diameter of the shafts shall not exceed forty feet:

(3.) Sufficient trial borings shall be kept ahead of the works in all tunnels and shafts in order to ascertain by frequent examinations

the nature of the soil in advance of the working faces and the Company may make such borings subject to such reasonable restrictions as to surface borings as the local authority having the maintenance of the streets may impose : A.D. 1891.

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

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

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

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

8. The traffic on the railways shall be worked by means of carriages propelled by electricity. Motive power.

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

(1.) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by Her Majesty's Postmaster General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction

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or otherwise to such telegraphic lines or the currents therein. If any question arises as to whether the Company have constructed their electric lines or other works or work their undertaking in contravention of this sub-section such question shall be determined by arbitration and the Company shall be bound to make any alterations in or additions to their system which may be directed by the arbitrator. Provided that this sub-section shall not apply to any telegraphic line of the Postmaster General laid down or placed by him on or along the railway :

(2.) (A.) Before any electric line is laid down or any act or work for working the railways by electricity is done within ten yards of any part of a telegraphic line of the Postmaster General (other than repairs or the laying of lines crossing the line of the Postmaster General at right angles at the point of shortest distance and so continuing for a distance of six feet on each side of such point) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster General for the purpose of preventing any telegraphic line of the Postmaster General from being injuriously affected by the said act or work ;

(B.) Any difference which arises between the Postmaster General and the Company or their agents with respect to any requirements so made shall be determined by arbitration :

(3.) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues :

(4.) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognizance of the case that the immediate doing of the act or execution of the work was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice :

(5.) For the purposes of this section a telegraphic line of the Postmaster General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work :

(6.) For the purposes of this section and subject as therein provided sections 2, 8, 9, 10, 11, and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act as if the Company were undertakers within the meaning of those sections without prejudice nevertheless to any operation which the other sections of the said Act would have had if this section had not been enacted and in particular nothing in this section shall be deemed to exclude the provisions of section 7 of the Telegraph Act 1878 in relation to the matters mentioned in that section :

(7.) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 :

(8.) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company or their agents were a company within the meaning of that Act :

(9.) Nothing in this section contained shall be held to deprive the Postmaster General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid.

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

For the protection of the works of the National Telephone Company.

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

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shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the lines or works of the Company :

(2.) Seven days before commencing to lay down any electric line or to supply electricity through any electric line in any manner whereby the work of telephonic communication through any wires or lines belonging to the Telephone Company and lawfully laid down or placed in any position by them may be injuriously affected the Company shall unless otherwise agreed with the Telephone Company give to that company notice in writing specifying the course nature and gauge of such electric line and the amount and nature of the current intended to be sent along the same and the Company shall conform with such reasonable requirements as may from time to time be made by the Telephone Company for the purpose of preventing the communication through such wires or lines from being injuriously affected as aforesaid :

(3.) If any difference arises between the Company and the Telephone Company with respect to anything in this section contained such difference shall be determined by the Board of Trade whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company and the Telephone Company were companies within the meaning of that Act :

(4.) Nothing in this section shall apply to repairs or renewals of any electric line so long as the course nature and gauge of such electric line and the amount and nature of the current sent along the same are not altered.

Capital.

11. The capital of the Company shall be two million seven hundred thousand pounds in two hundred and seventy thousand shares of ten pounds each.

Shares not to be issued until one fifth paid up.

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

Calls.

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

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

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Power to
divide
shares.

15. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half-share and the remainder if any in payment of dividend on the deferred half-share and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on
half-shares.

16. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

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

17. Forthwith after the creation of any half-shares the same shall be registered by the directors and each half-share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Half-shares
to be regis-
tered and
certificates
issued.

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Terms of
issue to be
stated in
certificates.

Forfeiture of
preferred
shares.

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

19. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of the forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred
shares not to
be cancelled or
surrendered.

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

Half-shares
to be half-
shares in
capital.

21. The several half-shares under this Act shall be half-shares in the capital of the Company and every two half-shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications and privileges liabilities and incidents as attach and are incident to an entire share.

Power to
borrow on
mortgage.

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

- 23.** The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole. A.D. 1891.
Arrears may be enforced by appointment of a receiver.
- 24.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Power to create debenture stock.
- 25.** If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not sui juris.
- 26.** All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable. Application of moneys.
- 27.** The first ordinary meeting of the Company shall be held within six months next after the passing of this Act. First ordinary meeting.
- 28.** The number of directors shall be four but the Company may from time to time increase and reduce the number of directors provided that the number be not more than ten nor less than four. Number of directors.
- 29.** The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualification of directors.
- 30.** The quorum of a meeting of directors shall be three. Quorum of directors.
- 31.** Edmond Gerard De Crano Francis Alfred Lucas Harry Mosenthal and Dillwyn Parrish shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if they First directors.
Election of directors.

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continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained of increasing or reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

32. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding in the whole three acres but nothing in this Act shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section Provided always that for the purposes of this section extraordinary purposes shall not without the consent of the Corporation within the city of London or of the Council without the city include the erection of buildings or works for generating electricity or the provision of yards wharves and places for receiving depositing and loading or unloading goods or cattle Any buildings erected on any land acquired under this section (except such buildings or parts of buildings as may be used for the purposes of a station) shall be subject to the provisions of the Acts relating to buildings in the metropolis.

Period for compulsory purchase of lands.

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

Persons authorised to convey lands may grant easements.

34. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to sell &c. lands.

35. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained the Company may from time to time sell lease or otherwise dispose of in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any

payment in any other form any lands or buildings or any interest in any lands or buildings acquired or provided by them under this Act and not required for the purposes of the undertaking and may make execute and do any deed act or thing proper for effectuating any such sale lease or other disposition. A.D. 1891.

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

37. In the execution of the works (other than the street improvement) by this Act authorised but subject to the provisions of this Act the Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient. Provided always that it shall not be lawful for the Company to deviate upwards from the said levels where the uppermost rails as shown on the deposited sections are less than thirty feet below the surface of the ground or so as to bring the uppermost rails nearer to the surface than thirty feet or to a greater extent than five feet where the uppermost rails are thirty-five feet or more but less than forty feet below the surface of the ground or ten feet where such rails are forty feet or more but less than sixty feet below the surface of the ground or fifteen feet where such rails are sixty feet or more below the surface of the ground: Power to deviate vertically.

Provided also that the Company shall not deviate upwards except with the consent of the engineer for the time being of the Council in the construction of any works under or near the middle level sewer of the Council.

38. The Railway No. 1 shall be constructed at a depth below the surface of not less than twenty feet measured from the surface of the street to the extreme top of the tunnel. Prescribing minimum depth of railway.

39. If the Company acquire any part of the lands numbered on the deposited plans 110 to 137 inclusive in the parish of Saint George Hanover Square for the purposes of making a station thereon or on any part thereof it shall be obligatory upon the Company to carry As to improvement of Davies Street.

A.D. 1891. out and complete the continuation of Davies Street by this Act authorised in accordance with the deposited plans and sections and the said continuation of the said street shall not be of less width than the portion of Davies Street now in course of being widened and not less than sixty feet from building to building.

Provisions
as to repair
of new street.

40. The street improvement to be made under the authority of this Act shall when made and completed to the reasonable satisfaction of the vestry of the parish of Saint George Hanover Square from time to time be repaired and maintained by and at the expense of the said parish and from and after the completion of the said street improvement as authorised by this Act to the reasonable satisfaction of the vestry of the said parish all rights of way over or along the portion of Davies Street between the western side of the said street improvement and Oxford Street may be stopped up and discontinued and the site thereof shall thereupon be vested in the Company.

Company not
to break up
surface of
streets.

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

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

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

Provision as
to cellars
under streets
not refer-
enced.

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

Conditions to
be observed
in opening
road for
boring pur-
poses.

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

The Company shall not carry on any works of boring through any part of the surface of a street except between the hours of ten in the evening and eight in the morning. A.D. 1891.

45. It shall not be lawful for the Company to place any hoarding on any part of any public footway in Oxford Street except for such period as may be necessary during the demolition of any building and during the erection of any building and then only in such manner and for such periods as shall be reasonably necessary for the said purposes and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 or any amendment thereof. As to hoardings on footways.

46. The entrances and exits to and from the station buildings and the waiting accommodation to be provided therein for passengers shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and before the works are commenced plans thereof shall be submitted to the Council in respect of all stations outside the city of London and in default of agreement the same shall be determined by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers. As to entrances at stations &c.

47. (1.) The Council may within three months after the passing of this Act require that the buildings to be erected on the lands numbered on the deposited plans 70, 71, 72, 74, and 75 in the parish of St. Mary Abbott's Kensington shall if and when the lands on which the same are to be erected have been acquired by the Company be set back so as to secure increased width of thoroughfare and space in front of the station to such an extent (if any) as in default of agreement between the Council and the Company may be determined to be proper and reasonable by an arbitrator to be appointed on the application of either of them by a Secretary of State and the Company shall thereupon set the same back accordingly: Setting back at stations outside city.

(2.) If the Company propose to construct any station upon any land acquired under the authority of this Act outside the city of London other than that which they are by this Act authorised to acquire by compulsion they shall if and so soon as they shall have acquired land for the purpose give notice to the Council in writing of their intention to commence the construction of such station and describing the site thereof and the Company shall not commence any such station until they have given such notice and the Council may at any time within two months after such notice has been given to them require that the buildings at any such site shall be set back so as to secure increased width of thoroughfare and space in front of

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(3.) The arbitrator shall have regard to the cost of complying with the requirements of the Council and to all the circumstances affecting the case and the costs of and incidental to the arbitration shall be in the discretion of the arbitrator.

As to carting materials and soil outside the city.

48. In the construction of the railway and works the Company shall not permit or suffer any cart or waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare and shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway or works through the public streets outside the city of London except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom and if the Company their contractors servants or agents commit any breach of this section they shall be liable to a penalty not exceeding forty shillings for each offence and any such penalty may be recovered in a summary manner before any court of summary jurisdiction.

For the protection of sewers of the Council.

49. The following provisions for the protection of the sewers of the Council shall have effect namely :—

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

officer of the Council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the Council may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Council by the Company on demand and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the Council as any sewers or works now or hereafter may be. And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the Council but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed :

- (2.) As regards any work in respect of which the Company are under the provisions of the last preceding sub-section required to submit plans and sections to the Council the Council may require the Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the Council and the Company shall in constructing such work deviate accordingly :
- (3.) It shall not be lawful for the Company to remove any soil or material from under any road except such as must be excavated from the space to be occupied by the tunnels and stations and the approaches thereto :
- (4.) The plans to be submitted to the Council for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the level at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the Council within the limits of deviation shown on the deposited plans (for which purpose the Council shall allow the Company access to plans in their possession and to any sewers in order to enable the Company to obtain reliable information) and shall comprise detailed drawings of every alteration which the Company may propose to make in any such sewer :
- (5.) The Council may require such modifications to be made in the said plans drawings sections and particulars as may be reasonably necessary to secure the sewers and drainage system

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of London under the jurisdiction and control of the Council against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers :

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

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

Special provisions as to sewer in certain cases.

50. (1.) The sewer known as the King's Scholars Pond Sewer shall if required by the Council be diverted by the Company under the street improvement in extension of Davies Street by this Act authorised and in such manner as shall be required by the Council :

(2.) Notwithstanding anything shown on the deposited plans and sections no part of the tunnel shall be constructed of a greater internal diameter than eleven feet six inches beneath any part of any overflow chamber or weir forming part of the main sewerage system and no part of any station shall be constructed at any point in such proximity to any such chamber or weir as in the opinion of the engineer of the Council to involve any risk of damage or injury thereto.

Buildings not to be brought beyond general line.

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

Walls of buildings to be made good.

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

Inspection of works by Council.

53. It shall be lawful for the engineer or other officer of the Council duly appointed for the purpose by the said engineer from time to time to enter upon and inspect any works of the Company under or in the neighbourhood of any street or part of a street in

or under which there are or may be any sewers or works of the Council. A.D. 1891.

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

Exhibition
of placards
in the county
of London.

55. Where any works to be done by the Company by virtue of this Act shall or may pass over or under so as to interfere with any sewer drain or work under the jurisdiction or control of any district board of works or vestry constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or any sewers or works to be made or executed by any such board or vestry or shall or may in any way affect the sewerage or drainage of the districts respectively under their control the Company shall not commence such works until they shall have given to such board or vestry as the case may be fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board or vestry respectively shall have signified their approval of the same unless such board or vestry as the case may be do not signify their approval disapproval or other directions within fourteen days after the service of the said plan section and particulars as aforesaid Provided that if any difference shall arise as to the said works it shall be referred to an engineer to be appointed by the Board of Trade on the application of any of the said parties interested and the Company shall comply with and conform to all directions and regulations of such reference in the execution of the said works and subject to such reference as aforesaid shall provide by new altered or substituted works in such manner as such board or vestry respectively shall reasonably require for the proper protection of and for preventing

For pro-
tection of
sewers of
district
boards and
vestries.

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injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless such board and vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of such board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses occasioned by reason of such works of the Company shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by a referee to be appointed by the Board of Trade and be a debt due from the Company to such board or vestry as the case may be and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of such board or vestry as the case may be as any sewers or works now or hereafter may be And nothing in this Act shall except as herein-before provided extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in such board or vestry or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

For the protection of the vestry of Hammersmith.

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

(1.) All tunnels arches and other works within the parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the said parish but also any steam roller that the vestry may use for repairing the streets or roadways and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railways and works:

(2.) The Company shall not deposit any subsoil or materials anywhere within the parish so as to cause any nuisance or

obstruction to any persons using the streets roads or footways within the parish : A.D. 1891.

- (3.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter.

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

- (1.) All tunnels arches and other works within the said parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the said parish but also any steam roller that the vestry may use for repairing the streets or roadways and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works :

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

- (3.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter.

58. With reference to so much of the works by this Act authorised as will be made in or under the parish of Paddington in the For the protection of the vestry

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of the parish
of Padding-
ton.

county of Middlesex (in this section herein-after called "the parish") and for the protection of the vestry of the parish (in this section herein-after called "the vestry") the following provisions shall apply and have effect:—

- (1.) The proposed railway within the parish shall be constructed at a depth below the surface of at least twenty feet measured from the surface of the street to the extreme top of the tunnel and in such manner as not to damage or in any way interfere with any sewer drain or pipe belonging to the vestry or the surface of the streets or footways:
- (2.) All tunnels arches and other works within the parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any steam roller that the vestry may use for repairing the streets and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency of strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works:
- (3.) The Company shall not deposit any subsoil or materials anywhere within the parish so as to cause any nuisance or obstruction to any persons using the roads or footways within the parish:
- (4.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter.

For the pro-
tection of
the parish of
St. George
Hanover
Square.

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

- (1.) The proposed railway within the said parish shall be constructed at a depth below the surface of at least twenty feet measured from the surface of the street to the extreme top of the tunnel and in such manner as not to damage or in any way interfere with any sewer drain or pipe belonging to the vestry or the surface of the streets or footways:

- (2.) All tunnels arches and other works within the said parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any steam roller that the vestry may use for repairing the streets and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency of strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works :
- (3.) The Company shall not deposit any subsoil or materials anywhere within the said parish so as to cause any nuisance or obstruction to any persons using the roads or footways within the parish :
- (4.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter :
- (5.) The Company shall not where any house or building has been demolished by them leave the flanks thereof or of any adjoining structures in any unsightly condition after the completion of the railway :
- (6.) The Company shall not generate electricity anywhere within the said parish :
- (7.) While the Company are possessed under the authority of this Act of any lands houses buildings cellars easements or other property within the said parish assessed or liable to be assessed to any poor or other rates and until any works to be constructed by the Company in or upon any such lands are so far completed as to be assessed or liable to be assessed to any amount equal to or greater than the aggregate value at which the said lands houses buildings cellars easements and property were assessed to the last rate made before the passing of this Act the Company shall be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars easements or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands houses build-

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ings cellars easements or other property are assessed to the last rate made before the passing of this Act.

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

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

- (1.) All tunnels arches and other works within the said parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the said parish but also any steam roller that the vestry may use for repairing the streets or roadways and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works:
- (2.) The Company shall not deposit any subsoil or materials anywhere within the said parish so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the said parish:
- (3.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter.

For protection of the parish of Marylebone.

61. Whereas Oxford Street from the Edgware Road to the Tottenham Court Road is under the jurisdiction and control of the vestry of the parish of Saint Marylebone (herein-after called "the vestry") for purposes of paving sewerage lighting and maintenance and all other the purposes of the Metropolis Management Acts Therefore the following provisions shall apply:—

- (1.) The railway along Oxford Street shall be constructed at a depth below the surface of the street of at least forty-four feet measured from the surface of the street to the level of the uppermost rail:
- (2.) The Company shall indemnify and make good to the vestry all costs and expenses that the vestry may at any time incur or

be put to by reason of any defect or insufficiency of strength in any tunnels arches or works of the Company or any neglect to properly and efficiently maintain the same :

- (3.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any part of the railway or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the exercise of any powers under this Act or by any act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the railway or works or at any time thereafter :
- (4.) The Company shall not deposit any subsoil or materials anywhere within the said parish so as to cause any obstruction to any persons using the roads or footways within the parish :
- (5.) The Company shall not where any house or building has been demolished by them leave the flanks thereof or of any adjoining structures in any unsightly condition after the completion of the railway.

62. With reference to so much of the railways and works by this Act authorised as will be made in the district of the St. Giles' District Board of Works and for the protection of the St. Giles' District Board of Works (in this section called "the board") the following provisions shall apply :—

For the protection of the St. Giles' District Board of Works.

- (1.) All tunnels arches and other works within the district of the board shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the said district but also any steam roller that the board may use for repairing the streets or roadways and the Company shall indemnify and make good to the board all costs and expenses that the board may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works :
- (2.) The Company shall not deposit any subsoil or materials anywhere within the district of the board so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the district of the board :
- (3.) The Company shall make full compensation to the board for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the board in or under any street

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road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter.

For the protection of the Holborn District Board of Works.

63. With reference to so much of the railways and works by this Act authorised as will be made in the district of the Holborn District Board of Works and for the protection of the Holborn District Board of Works (in this section called "the board") the following provisions shall apply:—

- (1.) All tunnels arches and other works within the district of the board shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the said district but also any steam roller that the board may use for repairing the streets or roadways and the Company shall indemnify and make good to the board all costs and expenses that the board may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works:
- (2.) The Company shall not deposit any subsoil or materials anywhere within the district of the board so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the district of the board:
- (3.) The Company shall make full compensation to the board for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the board in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter.

For the protection of Holborn Viaduct.

64. For the protection of the commissioners the following provisions shall have effect (that is to say):—

- (1.) In passing under the Holborn Viaduct and the abutments and works connected therewith between the western side of Holborn Circus and the western end of Newgate Street (hereinafter called "the viaduct") the Company shall not without the consent in writing of the commissioners vary the centre line of

the railway shown on the deposited plans and the railway shall be so constructed that no portion thereof shall without the like consent of the commissioners be constructed at a higher level than shown on the deposited sections or at a lower level than ten feet below such level :

- (2.) Before the Company commence any works or any alteration or repairs thereof between the western side of Holborn Circus and the western end of Newgate Street they shall from time to time give to the commissioners one month's notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the work so to be executed and the proposed mode of executing the same and no such work shall be commenced until the commissioners shall have signified their approval in writing of such plans sections and specifications and the commissioners shall within twenty-one days from such notice signify their approval or disapproval in writing but if they disapprove of such plans sections and specifications or the mode of executing the work the reasonableness of such disapproval shall be referred to the determination of an arbitrator in accordance with sub-section 12 of this section and if he shall decide that the disapproval is reasonable then he shall determine the mode of executing the works :
- (3.) The Company shall if required by the commissioners so underpin the viaduct and execute such other protective works within the powers of the Company as William Haywood the engineer of the commissioners shall deem necessary for ensuring the safety of the viaduct and the works when commenced shall be proceeded with without cessation unless the commissioners shall otherwise order In the event of the commissioners appointing any other engineer before the completion of the railway and works then sub-section 12 as to arbitration shall apply to this sub-section :
- (4.) The railway between the points above named shall be formed of two longitudinal iron cylinders to be laid at equal distances from the centre line of the railway and not to approach nearer to each other than a distance of four feet measured from the external line of the workings of each tunnel and such cylinders shall not be more than thirteen feet in external diameter :
- (5.) The Company shall at all times and for ever hereafter maintain and keep so much of the railway beneath the viaduct and so much of the underpinning or protective works aforesaid as shall be situate between the western side of Holborn Circus and the western end of Newgate Street in good substantial and safe repair and condition to the satisfaction of the engineer of the

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commissioners and such engineer and those authorised by him shall at all times have free access to the railway and every facility shall be afforded him or them for inspection thereof and every notice which he may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :

- (6.) Nothing in this Act contained shall be construed to confer upon the Company any other right than an easement with regard to the viaduct or the soil under the same :
- (7.) On no account and under no pretext whatsoever shall the soil under the viaduct or any part thereof nor any of the foundations or any of the structure of the viaduct be disturbed either during the construction of the works or for the purpose of any repairs thereto nor shall any of the soil beneath the viaduct nor any of the foundations thereof other than actually required in the judgment of the engineer of the commissioners to be removed in order to make way for the cylinders or for the underpinning be taken away or disturbed either during the construction of the railway or at any time after its completion for any purpose whatsoever without the previous consent in writing of the commissioners :
- (8.) Such engineer shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the viaduct so to do to stop the construction of so much of the railway as shall be situate between the western side of Holborn Circus and the western end of Newgate Street pending the decision of an arbitrator to be appointed as herein-after mentioned :
- (9.) In the event of any such stoppage as aforesaid and the confirmation thereof by such arbitrator the future construction of the railway between the said points shall be carried out in accordance in all respects with the directions of such arbitrator :
- (10.) The commissioners shall be entitled at the expense of the Company to supervise the mode in which the plans submitted by the Company are carried out and for this purpose to appoint such engineer clerks of the works inspectors and watchmen as they may think fit :
- (11.) All fees costs charges and expenses in respect of any of the matters in this section contained other than matters which become the subject of arbitration under the provision next herein-after contained shall be borne and paid by the Company and all fees costs charges and expenses incurred by the commissioners or the Company which shall become the subject of arbitration including the costs of the arbitration shall be in the discretion of the arbitrator :

(12.) Any difference which may arise under the provisions of this section between the commissioners and the Company shall be from time to time referred to and determined by an engineer to be agreed upon between the Company and the commissioners or failing such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers whose decision shall be final upon the matter so referred. Provided always that this sub-section shall not apply to any difference which may arise under sub-section 3 of this section during the time that the said William Haywood shall continue to be the engineer of the commissioners:

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(13.) The approval by the commissioners of any plans or the superintendence by the engineer of the commissioners of any works under the provisions of this section shall not exonerate the Company from any liability for damage caused to the Holborn Viaduct or affect any claim by the commissioners for injury caused to the viaduct.

65. The Company shall not commence any works under this Act unless and until they shall have obtained the approval specified in sub-section 2 of the last preceding section of this Act (For the protection of Holborn Viaduct) or failing such approval shall have obtained as in the said sub-section provided the decision and determination of an arbitrator under sub-sections 2 and 12 of the said section.

Prohibiting commencement of works in certain event.

66. The Company shall at all times maintain the railway and undertaking under the viaduct and any underpinning and protective works between the western side of Holborn Circus and the western end of Newgate Street in substantial repair and good order and condition to the satisfaction in all respects of the engineer of the commissioners and if and whenever the Company fail so to maintain the railway and undertaking the commissioners may make and do either in or upon the property of the Company or the viaduct or both all such works and things as the commissioners may think requisite and the sum from time to time certified by such engineer to be the amount of the expenditure of the commissioners in that behalf shall be repaid to them by the Company and in default of repayment on demand the amount may be recovered with full costs by the commissioners from the Company in any court of competent jurisdiction.

Maintenance of works under viaduct.

67. Where any of the works to be done under or by virtue of this Act may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the juris-

For protection of sewers in the city of London.

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diction or control of the commissioners or with any sewers or works to be made or executed by the commissioners or shall or may in any way affect the sewerage or drainage of the districts under their control the Company shall not commence such work until they shall have given to the engineer or surveyor of the commissioners twenty-eight days previous notice at his office or at the principal office of the commissioners with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the commissioners shall have signified their approval of the same unless the commissioners do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all directions and regulations of the commissioners in the execution of the said works and shall provide by new altered or substituted works in such manner as the commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof and shall save harmless the commissioners against all and every the expense to be occasioned thereby and all such works may be done by or under the direction superintendence and control of the engineer or other officer or officers of the commissioners and at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the commissioners may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the commissioners by the Company on demand and if any dispute shall arise between the Company and the commissioners as to the amount of such costs charges and expenses the same shall be settled by a justice of the peace of the city of London and be a debt due from the Company to the commissioners and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the commissioners as any sewers or works now are or hereafter may be and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the commissioners or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matter or

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

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

Prohibiting placards and advertisements in city.

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

Deposit of objects of interest.

70. In the construction of so much of the railway as is situate within the city of London the Company shall not permit or suffer any cart waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare and shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway through the streets of the said city in the daytime between the hours of eight in the morning and seven in the evening except in carts or waggons so constructed as to prevent any of such soil dropping therefrom and the commissioner of the city police shall be at liberty to seize and retain without notice any cart waggon or other vehicle used in contravention of this enactment together with its contents and any horses and harness attached thereto and upon proof of the facts before a court of summary jurisdiction the said court may authorise such cart waggon or other vehicle to be sold together with its contents and the horses and harness attached thereto and apply the proceeds after deducting the costs incident to such seizure and proceedings before the said court to the City of London Police Superannuation Fund.

As to carting materials and soil within the city.

71. The plans elevations and specifications of any station in the city of London shall be submitted to the Corporation for their approval as to the elevation and the facilities of ingress egress and the accommodation of passengers and such stations shall be

As to stations in city.

A.D. 1891. constructed in accordance with such approved plans elevations and specifications but if the Corporation shall fail to approve of the same they shall be settled by an engineer to be agreed upon between the Company and the Corporation or failing such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers but nothing in this Act contained shall affect the exercise of any powers vested by any Act of Parliament in the commissioners.

Portion of railway not to be deviated without consent of Corporation.

72. The centre line of the railway as constructed between the point on the deposited plans marked five miles six furlongs and Cornhill shall not be deviated from the position shown on the deposited plans without the consent of the Corporation.

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

73. 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.

Lands in city of London to continue liable to rates.

74. The Company shall in respect of all lands acquired by them under the powers of this Act within the city of London be liable to and pay all the consolidated sewer and other rates and contributions leviable within the said city as if the Company were assessed in respect of such lands in the valuation list in force for the parish or place within which such lands are situate at the time the Company acquire such lands whether such lands be occupied or vacant and shall continue liable to and pay all such consolidated sewer and other rates and contributions until the undertaking shall be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such of the said lands as may not be required for the purposes of the undertaking shall have been

otherwise duly assessed or liable to be assessed and become liable to the before-mentioned rates and contributions. A.D. 1891.

75. For the protection of the Great Western and London and North-western Railway Companies (herein-after called "the joint companies") the owners of the West London Railway the following provisions shall unless otherwise agreed between the Company and the joint companies be observed and have effect (that is to say):—

For the protection of the West London Railway.

(1.) The Company shall twenty-eight days before they take use enter upon interfere with or affect either temporarily or permanently any part of the West London Railway or any of the works or conveniences of or connected therewith respectively for the purpose of constructing or commencing the construction of that part of Railway No. 1 which shall or may pass under the said West London Railway and for a distance co-extensive with the lands and property of the joint companies fronting the Uxbridge Road furnish to the joint companies proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said West London Railway and also for the distance above mentioned and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the joint 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 civil engineer to be on the application of the Company and of the joint companies or of either the Company or the joint companies appointed by the President for the time being of the Institution of Civil Engineers and such works shall be carried into effect only in accordance with such determination and agreement and under the superintendence and to the reasonable satisfaction of the engineers for the time being of the joint companies and at the costs charges and expenses in all respects of the Company :

(2.) The Company shall construct and at all times maintain the works by which the said Railway No. 1 shall be carried under the said West London Railway and the works land and conveniences connected therewith and also for the distance before mentioned in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineers of the joint companies and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the said West London Railway and if and whenever the Company fail so to do the joint companies may make and do in and upon as well the lands of the Company as their own lands all such works and things as the joint companies may reasonably think requisite and the sum from time to time certified by such

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engineers to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the joint companies from the Company in any court of competent jurisdiction :

- (3.) If during the execution of the works the said West London Railway or any of the works connected therewith respectively or any lands or property of the joint companies 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 joint companies may make good the same and recover the amount expended in so doing with full costs from the Company in any court of competent jurisdiction :
- (4.) The Company shall not in making and maintaining the said Railway No. 1 and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe use of the West London Railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the joint companies for each such obstruction fifty pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue :
- (5.) During the construction of the Railway No. 1 and works by this Act authorised under and adjacent to the said West London Railway and the lands or property of the joint companies the Company shall bear and on demand pay to the joint companies the expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching the West London Railway and the works and conveniences connected therewith and the said lands or property of the joint companies with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise :
- (6.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the joint companies all costs charges losses damages and expenses which may be occasioned to the West London Railway or to any of the works lands or property of the joint companies or to any person or persons using the said railway works lands or property by reason of the construction or failure of the said Railway No. 1 and

works by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the joint companies from all claims and demands upon or against them by reason of such execution or failure and of any such omission :

- (7.) Except for the purpose of constructing the said Railway No. 1 under the West London Railway the Company shall not take or acquire any land of the joint companies or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the joint companies or to alter vary or interfere with the West London Railway or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the Railway No. 1 by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the joint companies under their common seal and with respect to any lands of the joint companies which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossing or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment.

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

For the protection of the Metropolitan Railway Company.

- (1.) The Company shall not enter upon take or use either temporarily or permanently the railway of the Metropolitan Company (herein-after called "the said railway") or without the previous consent in writing of that Company alter vary or in any way interfere with the said railway or any of the works connected therewith :

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- (2.) The Company shall twenty-eight days before they commence the construction of that part of the Railway No. 1 which shall or may pass under the said railway and for a distance of two hundred lineal feet on each side thereof furnish to the Metropolitan Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said railway and for a distance of two hundred lineal feet on each side thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the Metropolitan Company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by a civil engineer to be on the application of the companies or either of them appointed by the President for the time being of the Institution of Civil Engineers and such works shall be carried into effect only in accordance with such determination and agreement and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Metropolitan Company and at the costs charges and expenses in all respects of the Company Provided that the Company shall in no case in the execution of the said works deviate upwards from the levels thereof as shown on the deposited sections for a distance of two hundred lineal feet on each side of the said railway :
- (3.) The Company shall at all times maintain the works by which the Railway No. 1 shall be carried under the said railway and the works and conveniences connected therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Metropolitan Company and if and whenever the Company fail so to do the Metropolitan Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Metropolitan Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default or full repayment the amount due may be recovered with full costs by the Metropolitan Company from the Company in any court of competent jurisdiction :
- (4.) If during the execution of the works the said railway or any of the works or conveniences connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the Metropolitan Company may

make good the same and recover the costs thereof against the Company in any court of competent jurisdiction :

- (5.) The Company shall not in making and maintaining and working or using the railways and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the said railway or of the Hammersmith and City Railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railway or of the Hammersmith and City Railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Metropolitan Company for each such obstruction one hundred pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue :
- (6.) During the construction of the Railway No. 1 and works by this Act authorised under and adjacent to the said railway the Company shall bear and on demand shall pay to the Metropolitan Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the said railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employ or otherwise :
- (7.) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used on the said railway or on the Hammersmith and City Railway for the purpose of telegraphic telephonic or electric signalling communication or with the currents in such circuits Provided that as regards electric circuits erected or laid down by the companies owning or working the said railway or the Hammersmith and City Railway respectively after the construction of the works of the Company this sub-section shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company :
- (8.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Metropolitan

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

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

77. For the protection of the London Chatham and Dover Railway Company (in this section referred to as "the Chatham Company") the following provisions shall have effect (that is to say):—

(1.) In passing under the railway and Snow Hill Station of the Chatham Company and the abutments and works connected therewith belonging to the Chatham Company (herein-after referred to together as "the Chatham railway works and buildings") the Company shall not without the consent in writing of the Chatham Company vary the centre line of the railway shown on the deposited plans and the railway shall be so constructed that no portion thereof shall without the like consent of the Chatham Company be constructed at a higher level than shown on the deposited sections and without the like consent the Company shall not construct the railway at a lower level than ten feet below such level:

(2.) Before the Company commence any works or any alteration or repairs thereof under the Chatham railway works and buildings or within fifty yards thereof they shall give to the Chatham Company one month's notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the works so to be executed and the proposed mode of executing the same and no such work shall be commenced until the Chatham Company shall have signified their approval in writing of such plans sections and specifications and the Chatham Company shall within twenty-one days from such notice signify their approval or disapproval in writing but if they disapprove of such plans sections and specifications or the mode of executing the work the reasonableness of such disapproval shall be referred from time to time to the determination of an arbitrator in accordance with sub-section 13 of this section and if he shall decide that the

disapproval is reasonable then he shall determine the mode of executing the works : A.D. 1891.

- (3.) The Company shall if required by the Chatham Company so underpin the Chatham railway works and buildings and execute such other protective works within the powers of the Company as the engineer of the Chatham Company shall deem necessary for ensuring the safety of the Chatham railway works and buildings and the works when commenced shall be proceeded with without cessation and any difference as to the requirements of the Chatham Company's engineer or the mode of executing the works in pursuance thereof shall be referred from time to time to arbitration under sub-section 13 of this section :
- (4.) The railway where the same passes under the Chatham railway shall be formed of two longitudinal iron cylinders to be laid at equal distances from the centre line of the railway and not approaching nearer to each other than a distance of four feet measured from the external line of the workings of each tunnel and such cylinders shall not be more than thirteen feet in external diameter :
- (5.) The Company shall not construct any station within fifty yards of the Chatham Company's railway without the written consent of the Chatham Company :
- (6.) The Company shall at all times and for ever hereafter maintain and keep so much of the railway beneath the Chatham railway works and buildings and the underpinning or protective works aforesaid in good substantial and safe repair and condition to the satisfaction of the engineer of the Chatham Company and such engineer and those authorised by him shall at all times have free access to the railway and every facility shall be afforded him or them for inspection thereof and every reasonable notice which he may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :
- (7.) Nothing in this Act contained shall be construed to confer upon the Company any other right than an easement with regard to the soil under the Chatham railway works and buildings :
- (8.) On no account and under no pretext whatsoever shall the soil under the railway works and buildings of the Chatham Company or any part thereof or any of the foundations or any of the structure of the same be disturbed either during the construction of the works or for the purpose of any repairs thereto nor shall any of the soil beneath the same nor any of the foundations thereof other than actually required in the judgment of the engineer of the Chatham Company. to be

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removed in order to make way for the cylinders or for the underpinning be taken away or disturbed either during the construction of the railway or at any time after its completion for any purpose whatsoever without the previous consent in writing of the Chatham Company :

- (9.) The engineer of the Chatham Company shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the Chatham railway works and buildings so to do to stop the construction of so much of the railway as shall be situate under the same pending the decision of an arbitrator to be appointed as herein-after mentioned :
- (10.) In the event of any such stoppage as aforesaid and the confirmation thereof by such arbitrator the future construction of the railway so far as it affects the Chatham railway works and buildings shall be carried out in accordance in all respects with the directions of such arbitrator :
- (11.) The Chatham Company shall be entitled at the expense of the Company to supervise the mode in which the plans submitted by the Company are carried out and for this purpose to appoint such engineer clerk of the works inspectors and watchmen as may be reasonably necessary for the purpose :
- (12.) All fees costs charges and expenses in respect of any of the matters in this section contained other than matters which become the subject of arbitration under the provision next herein-after contained shall be borne and paid by the Company and all fees costs charges and expenses incurred by the Chatham Company or the Company which shall become the subject of arbitration including the costs of the arbitration shall be in the discretion of the arbitrator :
- (13.) Any difference which may arise under the provisions of this section between the Chatham Company and the Company shall be from time to time referred to and determined by an engineer to be agreed upon between the Company and the Chatham Company or failing such agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers whose decision shall be final upon the matter so referred :
- (14.) The approval by the Chatham Company of any plans or the superintendence by the Chatham Company's engineer of any works under the provisions of this section shall not exonerate the Company from any liability for damage caused to the Chatham railway works and buildings or affect any claim by the Chatham Company for injury caused to the Chatham railway works and buildings :
- (15.) Whereas the Chatham railway is constructed beneath the Holborn Viaduct it is hereby expressly declared that if any

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work or thing which the Company are to do under this section shall be inconsistent with any work or thing required to be done by the Company under the section of this Act the marginal note whereof is "For the protection of Holborn Viaduct" then the work or thing required to be done by the Chatham Company shall (subject to arbitration as aforesaid) be adopted by the Company and submitted by them in accordance with sub-section (2) of the said section as a proposal of their own to the Commissioners and in the event of its being disapproved by the Commissioners shall be referred to and settled by arbitration as provided by the said section.

78. Nothing in this Act contained shall authorise the Company to enter upon take and use any of the properties numbered on the deposited plans 4 to 23 inclusive in the parish of Hammersmith without being liable to purchase and take the whole of the said properties unless the trustees of the charity known as the Latymer Charity and the Company shall otherwise agree.

For the protection of the Latymer Charity.

79. Nothing in this Act contained shall authorise the Company to enter upon take and use either of the properties numbered on the deposited plans 144 and 145 in the parish of St. James Westminster without the written consent of Major James Childs his heirs or assigns.

For the protection of Major James Childs.

80. The following provisions shall have effect for the protection of the Paddington Estate and the owners lessees tenants and occupiers thereof :—

For the protection of the Paddington Estate.

(1.) In this section the expression "the Paddington Estate" means the estate referred to in an Act of the 35th year of the reign of King George the Third for enabling the Lord Bishop of London to grant a lease with powers of renewal of lands in the parish of Paddington in the county of Middlesex for the purpose of building upon and in certain Acts since passed for amending and enlarging the same and the expression "the commissioners and trustees" means the Ecclesiastical Commissioners and the present trustee lessees of the Paddington Estate under the said Acts and includes their respective sequels in estate :

(2.) The powers of the Company over any property now forming part of the Paddington Estate shall be subject to the following restrictions :—

The Company shall not generate electricity on any part of the Paddington Estate or within one hundred yards thereof without the previous consent in writing of the commissioners and trustees :

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(3.) Railway No. 1 shall so far as it shall be situate in the parish of Paddington eastwards of Queen's Road be constructed in two tunnels of thirteen feet six inches or thereabouts external diameter except where a third such tunnel is required for a cross over road and siding and at the stations at Queen's Road and Stanhope Terrace where such tunnels may be of an external diameter not exceeding twenty-five feet for a distance not exceeding four hundred feet and connected with the said stations by proper approaches :

(4.) The commissioners and trustees may if they think fit from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works of Railway No. 1 so far as it shall be situate within the parish of Paddington during construction and the Company shall give any person so appointed all necessary facilities for such inspection.

For protection of the Grosvenor Portman and Portland Estates.

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

(1.) In this section the expression "the Grosvenor Estate" means the estate of which the Duke of Westminster is or claims to be tenant for life on the south side of Oxford Street from Park Lane to Davies Street fronting upon Oxford Street and extending southward and the expression "the owner" with reference to the Grosvenor Estate means the Duke of Westminster and includes his sequels in estate owners for the time being of the houses buildings and land on the south side of Oxford Street between Park Lane and Davies Street :

(2.) In this section the expression "the Portman Estate" means the estate of which the Right Honourable William Henry Berkeley Viscount Portman is or claims to be tenant for life on the north side of Oxford Street from Edgware Road to No. 428 Oxford Street fronting upon Oxford Street and extending northward and the expression "the owner" with reference to the Portman Estate means the Viscount Portman and includes his heirs sequels in estate and assigns owners for the time being of the houses buildings and land on the north side of Oxford Street between Edgware Road and No. 428 Oxford Street :

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

Oxford Street and extending northward and the expression "the owner" with reference to the Portland Estate means Arthur Charles Greville Edward Horsman Bailey and William George Frederick Cavendish Bentinck the present trustees of the will of the said William Henry Cavendish Scott fourth Duke of Portland and their successors and other the person or persons for the time being entitled to the houses buildings and lands on the north side of Oxford Street between the western branch of Marylebone Lane and Wells Street:

- (4.) "The estates" means and includes the Grosvenor Estate the Portman Estate and the Portland Estate and "the owners" means and includes the owner of each of the said estates:
- (5.) The stations at Old Quebec Street and Davies Street respectively and all buildings over the same or adjacent thereto shall be erected so far as the same are above the present surface of the land according to elevations to be respectively approved in writing by the respective owners of the estates to which the said stations shall be respectively adjacent and no additions or alterations thereto shall be made without the approval in writing of the said respective owners and no advertisements of any description whatever within view of any public thoroughfare except the name of the Company and the name of the station shall at any time without the consent of the respective owners be put up at upon or about such buildings or any land of the railway near or adjacent to the said respective estates:
- (6.) No electricity shall be generated on in or under any part of any lands acquired by the Company under the powers of this Act which are situate on either side of or adjacent to the part of Oxford Street lying between Edgware Road and Wells Street:
- (7.) Either of the owners may if he thinks fit from time to time appoint a competent engineer or surveyor who may from time to time inspect the works within the said portion of Oxford Street during construction and the Company shall give any person so appointed all necessary facilities for such inspection:

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

For the Grosvenor Estate—

The Company shall not enter upon take use or acquire otherwise than by agreement any portion of the Grosvenor Estate except as follows (that is to say) (A) Such of the properties

As to the
Grosvenor
Estate.

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Nos. 110, 111, 112, 113, 114, 115, 116, 117, 118 and 119 on the deposited plans for the parish of Saint George Hanover Square as the Company shall require to take for the purposes of the station at or near the corner of Davies Street and for the purpose of the street improvement authorised by this Act (B) Such subsoil and under-surface of any street road or footway shown on the said plans as may be actually required for the construction of the railway and works connected therewith and the said street improvement:

Before the Company dispose of any portion of the lands acquired by them fronting on Oxford Street and on the western side of the continuation of Davies Street (including the site of the street to be stopped up) which lands shall not be required by the Company for the purposes of their station and works the Company shall offer to sell the same to the owner as by this section defined and thereupon the provisions of sections 129, 130 and 131 of the Lands Clauses Consolidation Act 1845 shall be deemed to apply to the said lands and to bind both the owner and the Company in respect thereof:

As to the
Portman
Estate.

For the Portman Estate—

The Company shall not enter upon take use or acquire otherwise than by agreement any portion of the Portman Estate except as follows (that is to say) (A) Such of the properties Nos. 105, 106, 107, 108, and 109 on the deposited plans for the parish of St. Marylebone as the Company shall require to take for the purpose of the station at the corner of Old Quebec Street (B) Such subsoil and under surface of any street road or footway shown on the said plans as may be actually required for the construction of the railway and works in connexion therewith:

As to the
Portland
Estate.

For the Portland Estate—

Notwithstanding anything in this Act or the deposited plans or book of reference it shall not be lawful for the Company to enter upon take or use any lands forming part of the Portland Estate otherwise than by agreement except so much of the estate as includes the site of the carriageway and footway of Oxford Street:

As to the
Grosvenor
and Port-
man Estates.

For the Grosvenor and Portman Estates—

The owners of the Grosvenor and Portman Estates respectively may require that any conveyance to the Company of any lands forming part of the Grosvenor or Portman Estates respectively shall contain a covenant by the Company for themselves their successors and assigns against carrying on

upon such lands all or any of the following trades or businesses (namely) The trades or businesses of a butcher pork-butcher fishmonger slaughterer knacker horse-boiler hog-skinner catgut spinner cartgrease or varnish maker melter of tallow soapboiler melter of fat tripeboiler tripe-seller sausage-maker sugar-baker fellmonger dyer scourer alehouse-keeper beerhouse-keeper tavern-keeper licensed victualler gambling or betting house-keeper brass or iron founder blacksmith whitesmith coppersmith working brazier pewterer tin or iron plate worker packing-case maker undertaker coffin maker glass maker farrier goldbeater beater of flax hemp or feathers beater of carpets boneboiler corkburner chimney sweeper dealer in soot dealer in second-hand clothes boots or shoes dealer in old iron or marine stores or any other art trade business or employment whatsoever which shall be dangerous or a nuisance or an annoyance to the tenant or occupier of any messuage or other hereditaments in the neighbourhood of the said lands.

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82. In this section the expression "the Bedford Estate" means the estate of which the Most Noble Francis tenth Duke of Bedford is or claims to be tenant for life situate on the north side of New Oxford Street from Bloomsbury Street to High Holborn and the north side of High Holborn from Bury Street to Kingsgate Street and the expression "the owner" means the Duke of Bedford and includes his sequels in estate owners for the time being of the houses buildings and land situate on the north side of New Oxford Street and High Holborn between the points aforesaid:—

For the protection of the Bedford Estate.

(A.) The station in the parish of St. George Bloomsbury in High Holborn and Bloomsbury Court and all buildings over the same or adjacent thereto shall be erected so far as the same are above the present surface of the land according to elevations to be approved in writing by the owner and no additions or alterations thereto shall at any time be made without the approval in writing of the owner and no advertisements of any description whatever within view of any public thoroughfare except the name of the Company and the name of the station shall at any time without the consent of the owner be put up at upon about or over such station buildings or any part of the properties numbered 152, 153, 154 and 155 on the deposited plans of the parish of St. George Bloomsbury:

(B.) No electricity shall be generated on in or under any part of any lands acquired by the Company under the powers of this Act which are situate on the Bedford Estate.

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For the protection of St. Clement Danes Holborn Charity Estate.

83. Nothing in this Act contained shall authorise the Company to generate electricity upon any of the properties numbered on the deposited plans 159 to 174 inclusive in the parish of St. Andrew Holborn above Bars without the written consent of the trustees of St. Clement Danes Holborn Charity Estate.

For protection of the dean and chapter of Saint Paul's Cathedral.

84. In regard to so much of Railway No. 1 by this Act authorised as will be situate between the south end of Roman Bath Street and a point on the south side of the railway opposite to Foster Lane the following provisions for the protection of the dean and chapter of Saint Paul's Cathedral (herein-after referred to as "the dean and chapter" which expression includes their successors and assigns) shall unless otherwise agreed between the dean and chapter and the Company be observed and have effect (that is to say):—

- (1.) Between the said points the railway shall be constructed at such a level that there shall not anywhere be less than ten feet of London clay above the crown of the higher tunnel in which the same shall be constructed:
- (2.) Between the said points no work shall be executed or soil excavated or disturbed without the consent in writing of the dean and chapter nearer to Saint Paul's Cathedral than fifteen feet southward of the centre line of the railway as shown on the deposited plans:
- (3.) Before the commencement of any part of the works between the same points plans sections and specifications thereof with detailed information as to the work to be executed and the materials to be employed in the construction of the railway between the said points and as to the method to be adopted and precautions to be taken in such construction shall be submitted to the dean and chapter for their approval and the work shall only be executed subject to and in accordance with the plans sections and specifications so approved and before the commencement of the works information as to the character of the soil from borings taken by the Company shall be furnished to the dean and chapter:
- (4.) During the construction of the works between the said points the surveyor or engineer appointed for that purpose by the dean and chapter shall at all times have the right of access to and of inspecting the works:
- (5.) The Company shall from time to time and at all times after the passing of this Act adopt and carry into effect such precautions against damage to the said cathedral or any building in connexion therewith and against interference with the services in the said cathedral as by the dean and chapter shall be

reasonably required and shall from time to time and at all times after the passing of this Act make good any damage which shall have been done or occasioned to the said cathedral or any building in connexion therewith and as far as possible obviate any annoyance or inconvenience as regards the services of the said cathedral by or in consequence of the making or maintaining of the railway or any works connected therewith or the use thereof respectively and shall repair rebuild and reinstate the same to the satisfaction in all respects of the architect or surveyor for the time being of the dean and chapter but in case any difference or dispute shall arise between the dean and chapter and the Company as to whether or not any such precautions as aforesaid ought to be adopted and carried into effect or any such damage as aforesaid has been done or occasioned as aforesaid or as to the extent thereof respectively the same shall be determined by arbitration in the same manner and with the same powers in all respects as provided for by the Lands Clauses Acts with reference to cases of disputed compensation save and except that any umpire to be appointed shall be appointed by the Board of Trade and save and except that the Company shall in every case and in every event pay all the costs charges and expenses of the dean and chapter of or incidental to such arbitration and the award to be made in pursuance thereof :

- (6.) The approval or assent of any engineer or agent of or on behalf of the dean and chapter to any work executed by the Company shall not in any manner or to any extent limit or affect any liability of the Company under this Act it being the express intention of this section that the liability of the Company for all such damage as aforesaid shall be absolute in every event :
- (7.) The Company shall pay all the costs and charges of the dean and chapter of and incidental to the Bill for this Act and also all the costs charges and expenses which the dean and chapter may hereafter incur or be put unto by reason or in consequence of the making or maintaining of the railway or any works connected therewith or the use thereof respectively or in the examination and supervision of the works within the limits herein-before defined at all reasonable times (for which examination and supervision the Company shall afford every facility) or of any default on the part of the Company in observing or performing the provisions of this enactment or any of them or otherwise by reason or in consequence of the premises including the fees and charges of all engineers surveyors agents or others employed by or on behalf of the dean and chapter.

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General
provisions
for protec-
tion of
Water Gas
Hydraulic
Power and
Electric
Companies.

85. (1.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs wires or other works (herein-after called "apparatus") of any of the following companies viz. the New River Company the East London Waterworks Company the Grand Junction Waterworks Company the West Middlesex Waterworks Company the Brentford Gas Company the London Hydraulic Power Company the Metropolitan Electric Supply Company Limited the London Electric Supply Corporation Limited the St. James and Pall Mall Electric Light Company Limited and the Westminster Electric Supply Corporation Limited (each herein-after referred to as "the protected company" and collectively as "the protected companies") are situate the Company shall from time to time deliver to such protected company or companies plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to such protected company or companies at least fourteen days before the commencement of any such work :

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

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

to within fourteen days the said works shall be executed in strict accordance therewith : A.D. 1891.

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

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

(5.) The expense of all repairs or renewals of any apparatus of any such protected company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the railways and works or at any time thereafter shall be borne and paid by the Company and may be recovered against the Company by such protected company as the case may be in any court of competent jurisdiction :

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

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this Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction :

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

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

For protection of the Gas Light and Coke Company.

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

(1.) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the gas company and such works

matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the gas company and the Company shall not lay down any such mains pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the gas company. Provided always that if the gas company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office the gas company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction :

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

(3.) If any interruption whatever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of ten pounds for every hour during which such interruption shall continue :

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- (4.) It shall be lawful for the gas company and the engineers workmen and others in their respective employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there are existing any mains or pipes of the gas company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing the gas company their engineers or workmen or others in the employ of the gas company shall not interrupt the user of any of the works by this Act authorised and provided also that the gas company shall make good and reimburse to the Company all damages to the works by this Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction :
- (5.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid :
- (6.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called "apparatus") of the gas company are situate the Company shall from time to time deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the gas company at least

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

- (7.) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith:
- (8.) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company to be recovered against the Company in any court of competent jurisdiction:
- (9.) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the gas company or with any requirement of the gas company or in accordance with any direction or award of an arbitrator shall not excuse the Company from paying or making good to the gas company under this Act any costs losses damages

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expenses interruption or compensation or from indemnifying the gas company under this Act:

- (10.) The results of all trial borings made under the provisions of this Act shall as soon as they are made be submitted to the engineer of the gas company and if he alleges that the trial borings are insufficient the Company shall make such further and additional borings as such engineer may require. If the Company object to such requirement the difference shall be determined by arbitration as herein-after provided and the Company shall comply with the directions of the arbitrator:
- (11.) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment and any disagreement within section 19 of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as the said arbitrator may direct.

For protec-
tion of
Gresham
Life
Assurance
Society.

87. Whereas the Gresham Life Assurance Society (in this section called "the society") are or claim to be the owners of the property in the parish of St. Mildred's known as St. Mildred's House (in this section called "the said premises") which are used by the society for offices and are situated partly upon the site of the former bed of the old Wall brook and the footings of the building rest upon a concrete foundation upwards of forty feet below the surface of the ground. And whereas the upper surface of the tunnels in the Poultry at the point opposite to which the said building is situate will as shown on the deposited plans and sections be about sixty feet below the surface of the ground at such point. Therefore the following provisions shall unless otherwise agreed between the Company and the society have effect (that is to say):—

- (1.) The railway between the Old Jewry on the west and Princes Street on the east side shall be constructed at such depth as that there shall not be less than ten feet in thickness of London clay throughout above the crown of the higher tunnel:
- (2.) The Company shall not enter upon take or use any portion of the subsoil or under surface of the footway in front of the said premises or construct thereunder any part of the railway or works connected therewith:
- (3.) The Company shall construct the railway and works connected therewith between the aforesaid points in such a manner as not to damage or injure directly or consequentially the building of St. Mildred's House or the foundations thereof

The society may appoint a competent engineer architect or surveyor who may from time to time inspect the railway and works connected therewith between the aforesaid points during the construction thereof and the Company shall give to the person so appointed all necessary facilities for such inspection. If such person shall at any time be of opinion that the construction of the works or other operations of the Company between the aforesaid points are attended with risk of damage or injury either directly or consequentially to the said premises the Company shall from time to time adopt all such additional measures and precautions as may be considered necessary for the purpose of preventing any such damage or injury and in the event of any difference arising between the society and the Company as to the effect of any such works or other operations or as to the necessity for any such additional measures and precautions 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. If the construction of such railway and works or any portion thereof between the aforesaid points shall occasion or reasonably be calculated to occasion imminent and serious damage or injury to the said building or the foundations thereof the Company shall pending the decision of such referee discontinue to execute such works. The costs of any such reference and award shall be borne as the referee shall direct :

- (4.) Notwithstanding the provisions of the section of this Act of which the marginal note is " Company empowered to underpin " or otherwise strengthen houses near railway " the Company shall not without the previous consent in writing of the society underpin or strengthen the said premises but the Company shall if so required at any time by the society underpin or otherwise strengthen the said premises and all such underpinning and strengthening shall be effected under the supervision and direction and to the reasonable satisfaction of the engineer for the time being of the society and at the costs charges and expenses and risk in all things of the Company. If any difference shall arise between the Company and the society as to the necessity for any such underpinning or strengthening or the mode of effecting the same it shall be referred to an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and of the award shall be borne as such engineer shall direct :

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(5.) Notwithstanding the provisions for the protection of the society herein-before contained the society shall at all times and from time to time be entitled to recover and the Company shall be bound to make to the society compensation for all damage or injury of every description which may arise or be caused to the said premises by reason or in consequence of the construction or working of the said railway.

For protection of the Mercers Company.

88. For the protection of the wardens and commonalty of the Mystery of Mercers of the city of London (herein-after referred to as "the Mercers Company") and their property the following provisions shall unless otherwise agreed between the Company and the Mercers Company have effect (that is to say):—

(1.) The Railway No. 1 shall be constructed under Cheapside between Grocers Hall Court and Milk Street at such a level that there shall not anywhere between such points be less than ten feet of London clay above the crown of the higher tunnel in which the same shall be constructed :

(2.) In constructing the railway works between Grocers Hall Court and Milk Street the provisions of sub-sections 2a, 4, 5, 6 and 7 of the section of this Act of which the marginal note is "General provisions as to mode of construction" shall apply and be observed by the Company and such works shall be carried out so as not to injure the property of the Mercers Company :

(3.) The Company shall not enter upon take or use any portion of the subsoil or under-surface of the footway on either side of Cheapside between Grocers Hall Court and Milk Street afore-said or construct any part of the railway or works connected therewith therein or thereunder :

(4.) The Mercers Company may from time to time appoint an engineer to inspect the carrying on and construction of the railway works between the said points and shall give notice to the Company of such appointment and the Company shall give to such engineer and his assistants all necessary facilities for such inspection and for enabling him to judge of the effect on any property of the Mercers Company of any works from time to time under construction or proposed to be constructed by the Company :

(5.) Notwithstanding the section of this Act of which the marginal note is "Company empowered to underpin or otherwise strengthen houses near railway" the Company shall not without the previous consent of the Mercers Company signified by their clerk in writing underpin or strengthen any part of

the property of the Mercers Company but the Company shall if so required at any time by the Mercers Company so to do underpin or otherwise strengthen any property of the Mercers Company All such underpinning and strengthening shall be effected under the supervision and direction and to the reasonable satisfaction of the engineer for the time being of the Mercers Company and at the costs charges and expenses and risk in all things of the Company. A.D. 1891.

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

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

(2.) The railway shall where it passes the bank premises in Mansion House Street be formed of two iron tubes or tunnels of eleven feet and six inches or thereabouts internal diameter and where the railway passes in front of the bank premises as aforesaid it shall be constructed at such depth as that there shall be not less than ten feet in thickness of London clay throughout above the crown of the tunnels :

(3.) The bank may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within two hundred feet of the bank premises during construction and the Company shall give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the bank premises the Company shall forthwith adopt such additional measures and precautions as may be considered

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necessary for the purpose of preventing damage or injury to the bank premises and in the event of any difference arising between the bank and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and of the award shall be borne as such engineer shall direct:

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

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

For the protection of the Equitable Life Assurance Society.

90. Whereas the premises in Mansion House Street of which the Equitable Life Assurance Society (in this section called "the society") are the lessees and occupiers (which said premises are in this section called "the said premises") form part of the building in that street belonging or reputed to belong to the Union Bank of London Limited and the society have at great expense fitted up and now use vaults and cellars in front of the said premises extending under the street as strong rooms. Now for the protection of the society and their property the following provisions shall (unless otherwise agreed between the Company and the society) have effect notwithstanding any provision of this Act to the contrary (that is to say):—

(1.) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere

with either permanently or temporarily any part of the said premises : A.D. 1891.

- (2.) Railway No. 1 where it passes the said premises shall be formed of two iron tubes or tunnels of eleven feet and six inches or thereabouts internal diameter :
- (3.) Railway No. 1 where it passes in front of the said premises shall be constructed at such a level that there shall not be less than ten feet in thickness of London clay above the crown of the higher of the said tunnels :
- (4.) The society may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works between Princes Street on the one side and a point 100 feet west of St. Mildred's Court on the other side during construction and shall give notice to the Company of such appointment and the Company shall give to such engineer architect or surveyor all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company between the said points are attended with danger to the buildings and premises of the society in Mansion House Street the Company shall adopt such measures and precautions as may be considered necessary for the purpose of preventing any damage or injury to the said premises and in the event of any difference arising between the society and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct :
- (5.) The provisions of the section of this Act the marginal note whereof is " Company empowered to underpin or otherwise " strengthen houses near railway " shall not extend or apply to the said premises and the Company shall not without the previous consent in writing of the society underpin or strengthen any part of the said premises unless the engineer architect or surveyor appointed by the society as aforesaid shall consider such underpinning or strengthening necessary and in the event of such engineer architect or surveyor considering it necessary all such underpinning and strengthening shall be carried out at the sole cost and risk of the Company in all things If any difference shall arise between the Company and such engineer architect or surveyor as to the necessity for any such underpinning or strengthening or the mode of effecting the same it shall be referred to an engineer to be appointed by the President

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for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and of the award shall be borne as such engineer shall direct :

- (6.) The society shall be entitled to receive from the Company compensation for all damage and injury of every description which may arise to the said premises by or from the construction or working of the railway or by or from the exercise of any of the powers of this Act notwithstanding that no part of the society's property shall be actually taken by the Company.

For the protection of the Governor and Company of the Bank of England.

91. The following provisions for the protection of the Governor and Company of the Bank of England (in this section called "the Bank") shall unless otherwise agreed between the Company and the Bank be observed and have effect (that is to say) :—

- (1.) The expression "bank premises" when used in this section means and includes the bank house offices cellars and premises connected therewith situate in the parishes of St. Christopher le Stocks St. Margaret Lothbury and St. Bartholomew by the Exchange and partly delineated on the deposited plans and belonging to or reputed to belong to and occupied by the Bank :
- (2.) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere with either permanently or temporarily any part of the bank premises :
- (3.) The railway shall where it passes the Royal Exchange and the bank premises be formed of two iron tubes or tunnels not exceeding twenty-five feet or thereabouts external diameter and where the railway passes the Royal Exchange and the bank premises as aforesaid it shall be constructed at such depth as that there shall not be less than fourteen feet in thickness of London clay throughout above the crown of the tunnels :
- (4.) The Bank may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within one hundred feet from the bank premises during construction and the Company shall give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the bank premises the Company shall forthwith adopt such additional measures and precautions as may be considered necessary for the purpose of preventing damage or injury to the bank premises and in the event of any difference arising between the Bank and the Company with reference thereto

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

- (5.) The Company shall not underpin or strengthen any part of the bank premises unless the engineer architect or surveyor appointed by the Bank shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the Company's cost and risk and the section of this Act of which the marginal note is "Company empowered to underpin or otherwise strengthen houses near railway" shall not extend or apply to the bank premises. If any difference shall arise between the Company and such engineer architect or surveyor as to the necessity of or the mode of effecting such underpinning or strengthening the same shall from time to time as the case requires be referred to an engineer to be appointed by the President of the Institution of Civil Engineers for the time being on the application of either party whose decision shall be final. The costs of such reference and of the award shall be borne as such engineer shall direct:
- (6.) The Company shall pay to the Bank compensation for all damage or injury of every description which may arise to the bank premises by or from the construction or working of the railway and the Bank may claim and receive and recover such compensation from the Company notwithstanding that no part of the bank premises is actually taken.

92. Whereas Messieurs Smith Payne and Smiths are or claim to be the owners of an important block of buildings (in this section called "the bank premises") situate in the parishes of St. Mary Woolchurch and St. Mary Woolnoth and comprising the houses Nos. 1 to 6 Lombard Street and the building known as the Gresham Club at the back thereof together with their respective appurtenances and forming the western extremity on the south side of Lombard Street in the city of London which buildings cover an area of about 18,000 superficial feet and have a basement below the level of the street and adjoin or are near to the Mansion House in the city of London and have foundations upon or near to the site of the Wall brook. Therefore the following provisions for the protection of Messieurs Smith Payne and Smiths and other the person or persons for the time being the owners in fee of the bank premises (in this section called "the owners") shall unless otherwise agreed between

For the
protection
of Messrs.
Smith
Payne and
Smiths.

A.D. 1891. — the Company and the owners be observed and have effect (that is to say) :—

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

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

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

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

For the protection of the Mansion House.

- (1.) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere with either permanently or temporarily any part of the Mansion House:
- (2.) The railway shall where it passes the Mansion House be formed of two iron tubes or tunnels of eleven feet and six inches or thereabouts internal diameter and shall be constructed at such depth as that there shall not be less than ten feet in thickness of London clay throughout above the crown of the tunnels:
- (3.) The Corporation may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within two hundred feet of the Mansion House during construction and the Company shall give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the Mansion House the Company shall forthwith adopt such additional measures and precautions as may be considered necessary for the purpose of preventing damage or injury thereto and in the event of any difference arising between the Corporation and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision

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shall be final The costs of such reference and of the award shall be borne as such engineer shall direct :

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

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

For the protection of the freeholders of the Royal Exchange.

94. For the protection of the mayor and commonalty and citizens of London and the wardens and commonalty of the Mercers Company as or claiming to be the freeholders of the Royal Exchange (in this section called " the freeholders ") the following provisions shall unless otherwise agreed between the Company and the freeholders have effect (that is to say) :—

(1.) Railway No. 1 shall be constructed under Cornhill strictly in accordance with the section of this Act the marginal note of which is " General provisions as to mode of construction " and so that the crown of the higher tunnel in which the same shall be constructed shall not in Cornhill be less than fifty-one feet six inches below the level of the roadway or not less than twenty feet below the surface of the London clay whichever is the greater :

(2.) No part of the said railway or of the works connected therewith shall except as herein-after provided in sub-section 4 be constructed under the building of the Royal Exchange :

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(3.) The freeholders may from time to time appoint some competent engineer (at their own expense) to inspect on their behalf the carrying on and construction of the railway works under Cornhill in front of the Royal Exchange and shall give notice to the Company of such appointment and the Company shall give to such engineer and his assistants all necessary facilities for such inspection and for enabling him or them to judge of the effect on the Royal Exchange of any works from time to time under construction or proposed to be constructed by the Company and shall adopt such additional precautions as may be required by such engineer subject to an arbitration in case of difference as in the next sub-section provided :

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

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

95. Whereas the Commercial Union Assurance Company (hereinafter called "the Assurance Company") are or claim to be owners and occupiers of certain premises situate in Cornhill in the city of London and partly delineated on the deposited plans and sections (which said premises are in this section called "the assurance company's premises") covering an area of about three thousand three hundred square feet and are about ninety feet in height from the level of the pavement and have a basement below the level of the street with lavatories and vaults under the street and the foundations thereof are carried to a depth of about twenty feet below the pavement level and the whole building has cost upwards of one hundred

For the protection of the Commercial Union Assurance Company.

A.D. 1891. — thousand pounds in addition to the cost of the ground which is freehold. Now the following provisions for the protection of the assurance company shall unless otherwise agreed between the Company and the assurance company be observed and have effect (that is to say) :—

(1.) The Company their contractors officers or servants shall not for any purpose whatever except with the written consent of the assurance company enter upon take use or interfere with either permanently or temporarily any part of the assurance company's premises :

(2.) The railway shall where it passes the assurance company's premises be formed of two iron tubes or tunnels not exceeding twenty-five feet or thereabouts external diameter and where the railway passes in front of the assurance company's premises as aforesaid it shall be constructed at such depth as that there shall not be less throughout than ten feet in thickness of London clay above the crown of the tunnels. In the event of a station being constructed within sixty feet of any portion of the premises of the assurance company the plans and sections of such station so far as the same will come within the said distance of sixty feet shall be submitted to and previously approved of by the engineer or architect of the assurance company. If the engineer or architect of the assurance company shall in the opinion of the Company unreasonably withhold his approval from such plans and sections the question shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and of the award shall be borne by the Company unless the arbitrator shall otherwise direct and the work (so far as aforesaid) shall only be executed subject to and in accordance with the plans and sections so approved. The carting and removal of the soil and materials during the construction of the railway shall be so conducted as not to interfere with or impede the access and exit to and from the Cornhill entrance of the assurance company's premises. The means of access from and to the premises of the assurance company to Lombard Street Cornhill and Birchin Lane shall not be stopped up during the construction of the works :

(3.) The assurance company may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within two hundred feet of the assurance company's premises during the construction of the railway and the Company shall give the person so appointed all necessary

facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the assurance company's premises the Company shall forthwith adopt such additional measures and precautions as may be considered necessary for the purpose of preventing damage or injury to the assurance company's premises and in the event of any difference arising between the assurance company and the Company with reference thereto such difference shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and the award shall be borne and paid by the Company unless the arbitrator shall otherwise direct:

- (4.) The Company shall not underpin or strengthen any part of the assurance company's premises unless the engineer or architect appointed by the assurance company shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the Company's cost and risk and the section of this Act of which the marginal note is "Company empowered to underpin or otherwise strengthen "houses near railway" shall not extend or apply to the assurance company's premises. If any difference shall arise between the Company and such engineer or architect as to the necessity of or the mode of effecting such underpinning or strengthening the same shall from time to time as the case requires be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and of the award shall be borne and paid by the Company unless the arbitrator shall otherwise direct:
- (5.) In the event of the Company removing or altering the premises No. 216 on the deposited plans so as to expose the party wall between such premises and the assurance company's premises adjoining thereto after completion of the railway the Company shall at their cost face so much of such party wall as they leave exposed with stone after completion of the railway to the reasonable satisfaction of the assurance company's architect or surveyor:
- (6.) The Company shall pay to the assurance company compensation for all damage or injury of every description which may arise to the assurance company's premises by or from the construction or working of the railway and the assurance company may claim and receive and recover such compensa-

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tion from the Company notwithstanding that no part of the assurance company's premises are actually taken.

For the protection of the Westminster Electric Supply Corporation Limited.

96. In addition to the other provisions contained in this Act for the protection of the Westminster Electric Supply Corporation Limited the following provisions shall unless otherwise agreed between the Company and the said corporation have effect (that is to say):—

- (1.) The Company shall not sink any shaft or other similar opening in connexion with their railway at any point within a distance of one hundred feet from the north wall of the corporation's central station or depôt situate at Davies Street in the parish of St. George Hanover Square :
- (2.) The Company shall not upon the land to be acquired by them in the vicinity of the said central station or depôt pump or otherwise abstract any water from any part of the said land unless and until they shall have constructed a shaft in accordance with the provisions of this Act The Company shall then be authorised to pump whatever water may remain within the said shaft but none other and the bottom of any such shaft must be as speedily as possible so closed with concrete or otherwise that no leakage of water into it may take place.

Company empowered to underpin or otherwise strengthen houses near railway.

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

- (1.) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2.) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3.) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the

necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade: A.D. 1891.

- (4.) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:
- (5.) The cost of the reference shall be in the discretion of the referee:
- (6.) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:
- (7.) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:
- (8.) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act:
- (9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:
- (10.) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

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Restriction
on taking
houses of
labouring
class.

98. (1.) The Company shall not under the powers of this Act purchase or acquire in any parish within the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers :

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

Deposit
money not
to be repaid
except so
far as rail-
way is
opened.

99. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter 20 a sum of one hundred and thirteen thousand five hundred pounds two and three quarters per centum consolidated stock being equal in value to five per centum on the amount of the estimate in respect of the railways and street improvement by this Act authorised has been deposited with the Paymaster General for and on behalf of the Supreme Court And whereas the sum of one hundred and ten thousand and sixty-five pounds part of the said sum of one hundred and thirteen thousand five hundred pounds consolidated stock is equal in value to five per centum on the amount of the estimate in respect of the railways by this Act authorised and the sum of three thousand four hundred and thirty-five pounds the remainder of the said sum of one hundred and thirteen thousand five hundred pounds consolidated stock is equal in value to five per centum on the amount of the estimate in respect of the street improvement by this Act authorised Be it enacted that notwithstanding anything contained in the said Act the said sum of one hundred and ten thousand and sixty-five pounds consolidated stock (which sum is in this Act referred to as the deposit fund) shall not be paid to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which persons survivors or survivor are or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway or any part thereof the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and

shall be applied in the manner provided by the next following section of this Act. Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

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

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Providing
for release
of part of
money
deposited.

101. On the application of the depositors at any time after the passing of this Act the High Court may and shall order that the said sum of three thousand four hundred and thirty-five pounds consolidated stock the remainder of the said sum of one hundred and thirteen thousand five hundred pounds consolidated stock so deposited as aforesaid over and above the deposit fund shall be transferred or paid to the depositors or as they shall direct.

Period for
completion
of works.

102. If the railway is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tolls for
passengers.

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

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

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

Tolls for
small par-
cels.

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

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

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

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

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

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Regulations
as to tolls.

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

Short
distances.

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

Fractional
parts of a
mile.

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

General
weight.

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

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

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—
Passengers
luggage.

107. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway.

Foregoing
charges not
to apply to
special
trains.

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

Company
not to carry
goods.

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

Cheap fares
for labouring
classes.

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

Carrying of
mails by
railway.

A.D. 1891. — companies and this provision shall have effect in lieu of any provision respecting remuneration contained in the enactments relating to the conveyance of mails by railway:

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

Interest not to be paid on calls paid up.

111. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Saving rights of the Crown.

113. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments (including the subsoil and under surface of any street road or footway) or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend 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.

Provision as to general Railway Acts.

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

[54 & 55 VICT.] *Central London Railway Act, 1891.* [Ch. cxcvi.]

115. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto and of and incident to the promotion and prosecution of the Central London Railway Bill 1890 shall be paid by the Company.

A.D. 1891.
—
Costs of
Act.

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