



CHAPTER clxxiii.

An Act for empowering the City and South London Railway Company to construct an extension of their underground railway to Euston in the county of London and for transferring to that Company the powers of the City and Brixton Railway Company and for other purposes.

A.D. 1903.

[11th August 1903.]

WHEREAS it is expedient that the City and South London Railway Company (in this Act called "the Company") should be authorised to extend their railway from its present termination at Islington to Euston and to execute the other works in this Act mentioned :

And whereas plans and sections showing the lines and levels of the railways and 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 City and Brixton Railway Company (in this Act called "the Brixton Company") under and by virtue of the City and Brixton Railway Acts 1898 1899 and 1901 (in this Act referred to respectively as "the Brixton Act of 1898" "the Brixton Act of 1899" and "the Brixton Act of 1901" and collectively as "the Brixton Acts") were authorised to construct and maintain the railways and works therein mentioned and it is expedient that the undertaking of the Brixton Company should be transferred to and vested in the Company as herein-after provided and that the powers for the purchase of lands for the purposes of the railways and works authorised by the Brixton Acts should

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And whereas it is expedient that provision shall be made for constituting the undertaking of the Brixton Company with certain portions of the undertaking of the Company a separate undertaking:

And whereas it is expedient that the Company and the various other railway companies in this Act mentioned should be empowered to enter into agreements as provided by this Act :

And whereas it is expedient that the Company should be empowered to raise additional capital and to apply their funds for the purposes of this Act and for the general purposes of their undertaking :

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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Citation of Acts.

1. This Act may be cited as the City and South London Railway Act 1903 and the City and South London Railway Acts 1884 to 1901 and this Act may be cited together as the City and South London Railway Acts 1884 to 1903.

Incorporation of Acts.

2. 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 ;

Section 138 (As to service of notices) ;

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

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

and the clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

- The distribution of the capital of the Company into shares ;
- The transfer or transmission of shares ;
- The payment of subscriptions and the means of enforcing the payment of calls ;
- The forfeiture of shares for non-payment of calls ;
- The remedies of creditors of the Company against the shareholders ;
- The consolidation of the shares into stock ;
- The general meetings of the Company and the exercise of the right of voting by the shareholders ;
- The making of dividends ;
- The borrowing of money on mortgage or bond ;
- The conversion of the borrowed money into capital ;
- The giving of notices ; and
- The provision to be made for affording access to the special Act by all parties interested ;

and Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts are (except where expressly varied by this Act) incorporated with and form part of this Act.

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 ” or “ the railways ” mean the underground railways by this Act authorised ;

The expressions “ the subway ” or “ the subways ” mean the subways by this Act authorised ;

The expression “ the corporation ” means the mayor aldermen and commons of the city of London in common council assembled ;

The expression “ the city ” means the city of London ;

The expression “ the council ” means the London County Council ;

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The expression "the county" means and includes the administrative county of London;

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs and the town clerk of the city of London.

Power to make railways &c.

4. 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 subways and works herein-after described with all necessary and proper stations platforms approaches passages subways tunnels sidings shafts lifts buildings apparatus depôts machinery appliances works and conveniences connected therewith and may subject as aforesaid enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes :

Provided always that nothing in this Act shall authorise the Company except for the purpose of making trial borings and except as provided by the section of this Act of which the marginal note is "Restrictions on breaking up surface of streets" to enter upon take or use the surface of any public street or road but (subject as aforesaid) the Company may enter upon take use and appropriate the subsoil and under surface of any public street road or footway shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes aforesaid without being required to purchase the same or any easement therein or thereunder.

Description of railways and subways.

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

A Railway No. 1 1 mile 2 furlongs and 7·6 chains in length commencing in the metropolitan borough of Islington by a junction with the railway of the Company and terminating in the metropolitan borough of St. Pancras at a point under Drummond Street at the junction of that street with Cardington Street and Melton Street :

A Railway No. 2 3 furlongs and 1·8 chains in length (being in part in substitution for that part of the Company's existing railway on the west side of London Bridge which

lies to the north of the point of commencement herein-after described) commencing in the metropolitan borough of Southwark by a junction with the railway of the Company at a point 15 yards or thereabouts measured in a southerly direction from the river frontage of Hibernian Wharf and Chambers and 22 yards or thereabouts west of the western parapet of London Bridge and terminating in the city of London at a point under King William Street ten yards or thereabouts measured in a northerly direction from where that street crosses Abchurch Lane :

A Subway No. 1 for foot passengers commencing at a point underneath the refuge at the junction of Cannon Street and King William Street and terminating at the existing King William Street Station of the company at a point underneath the junction of Arthur Street East and King William Street :

A Subway No. 2 for foot passengers commencing at the same point as Subway No. 1 and terminating at the platform of the Monument Station of the Metropolitan and Metropolitan District Railway Companies at a point underneath the junction of Fish Street Hill and Eastcheap with Gracechurch Street.

6.—(1) The railway shall be constructed in two tunnels for separate up and down traffic and shall be approached by means of stairs or inclines and hydraulic or other lifts.

General provisions as to mode of construction.

(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 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 the London clay at each such shaft :

(C) The station tunnels shall not have an internal diameter exceeding thirty 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 thirty feet.

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(3) Sufficient trial borings shall be kept ahead of the works in all tunnels and shafts in order to ascertain by frequent examinations the nature of the soil in advance of the working faces and the Company may make such borings subject to such reasonable restrictions as to surface borings as the local authority having the maintenance of the streets may impose.

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

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

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

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

Railway may
be worked
by electrical
power.

7. Subject to the provisions of this Act and of any regulations to be prescribed by the Board of Trade (in this Act referred to as "the Board of Trade regulations") the traffic on the railway may be worked by electrical power and for that purpose the Company may lay down along the railway and maintain and use mains lines

and apparatus for transmitting electrical energy But nothing in this Act shall empower the Company to erect any station for generating electric power. A.D. 1903.

8. Section 6 of the City and South London Railway Act 1901 is hereby repealed and in lieu thereof the following provisions shall have effect (that is to say):—

For protec-
tion of
Postmaster-
General.

In the event of the railways of the Company or any part thereof being worked by electricity the following provisions shall have effect:—

(1) The Company shall so construct their electric lines and works of all descriptions and shall so work their undertaking in all respects as to prevent any interference whether by induction or otherwise with the telegraphic lines from time to time laid down or used by the Postmaster-General or with telegraphic communication by means of such lines:

(2) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations:

(3) If a telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company be injuriously affected and he is unable to ascertain whether such injurious affection is caused by the Company or by any other persons generating or using electrical currents for traction purposes the Postmaster-General may give notice to the Company requiring them to make at such times as he may specify such experiments (by working their generating stations running their cars or otherwise working any part of their undertaking or in case of continuous working by

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stopping the current generated for the purpose of their undertaking at such times as would not unduly interfere with the traffic) as he may deem necessary to enable him to discover which of the undertakings causes the disturbance and such tests shall be carried out by the Company as and when required by the Postmaster-General :

- (4) 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 :
- (5) This section shall not apply to any telegraphic line of the Postmaster-General laid down or placed by him on or along the railway :
- (6) In this section the expression "electric line" has the same meaning as in the Electric Lighting Act 1882 and the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878 :
- (7) 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.

Plans &c. to be approved by Board of Trade before works commenced.

9. The Company shall with reference to the railways authorised by this Act and the Brixton Acts respectively from time to time submit for the approval of the Board of Trade plans sections and other details of their proposals with respect to (A) permanent way tunnels platforms stairs lifts and other communications (B) rolling stock (C) lighting and (D) ventilation and the railway rolling stock and other works shall be constructed reconstructed and maintained only in accordance with the plans sections and other details as approved by the Board of Trade.

Compensation for damage by working.

10.—(1) In addition to the provisions of the Acts incorporated herewith with respect to compensation for lands taken or injuriously affected the Company shall make compensation to the owner lessee and occupier of any land house or building which shall be injuriously affected by reason of the working of the railway where constructed in tunnel (including the working of lifts and any other works in connection with the said railway) notwithstanding that no part of the property of such owner lessee or occupier is

taken by the Company Provided that all claims for compensation under this section shall be made within two years from the date of the opening of the railway for public traffic and shall be settled by a single arbitrator under and subject to the provisions of the Arbitration Act 1889 save that where the parties do not concur in the appointment of an arbitrator the Board of Trade shall have the power of the court or a judge under section 5 of the said Act.

(2) An arbitrator under this section may with the consent of all parties concerned hear together any class or group of claims under this section.

11. The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages :—

Provisions
as to use of
electrical
power.

(1) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance :

(2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus :

(3) The electrical power shall be used only in accordance with the Board of Trade regulations and in such regulations provisions shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return :

(4) The Company shall be deemed to take all reasonable and proper precautions against interference with the working of any wire line or apparatus if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of

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other parties and the currents therein as may be prescribed by the Board of Trade regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking :

- (5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :
- (6) If any difference arises between the Company and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be :
- (7) When any department of His Majesty's Government represents to the Board of Trade that the use of electrical power under this Act injuriously affects or is likely to injuriously affect any instruments or apparatus whether electrical or not used in any observatory or laboratory belonging to or under the control of that department the Board of Trade after such inspection or inquiry as they may think proper may by their regulations require the Company to use such reasonable and proper precautions including insulated returns as the Board of Trade may deem necessary for the prevention of such injurious affection For the purposes of this subsection any inspector of the Board of Trade may during his inspection of the Company's works and apparatus be accompanied by any person or persons appointed in that behalf by the Government department concerned and the Company shall give all due facilities for the inspection Provided always that in the case of any observatory or laboratory established after the passing of this Act or of any instruments or apparatus hereafter used in any existing observatory or laboratory which may be of

greater delicacy than those used therein at the passing of this Act the Board of Trade shall consider to what extent (if any) it is expedient in the interests of the public that the powers of this subsection should be exercised regard being had to the site of the observatory or laboratory or the purposes of the instruments or apparatus as the case may be: A.D. 1903.

- (8) The Company using electrical power contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof. Provided always that whether any such penalty has been recovered or not the Board of Trade if in their opinion the Company in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Board of Trade regulations may by order direct the Company to cease to use electrical power and thereupon the Company shall cease to use electrical power and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order:
- (9) The expression "Company" in this section includes licencees and any person owning working or running carriages over any railway of the Company.

12. 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. 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. Lands for extraordinary purposes.

13. 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. Period for compulsory purchase of lands.

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Persons authorised to convey lands may grant easements &c.

14. 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 right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to grant easements only under certain properties.

15. With respect to the properties shown on the deposited plans which are mentioned or referred to in the schedule to this Act and notwithstanding anything contained in this Act or the said plans the Company shall not enter upon or take the same or any part of the surface thereof but the Company may purchase take and use and the owners of and other persons interested in any such property shall if so required sell an easement or right of using the subsoil or under surface thereof for the purposes of the undertaking of the Company and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such subsoil easement or right of user Provided that no such subsoil easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 Provided also that nothing in this section contained shall apply to any of the said properties the ground surface of which is at a less height than forty feet above the crown of the tunnel as the same shall be constructed.

Power to retain sell &c. lands.

16. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained the Company may sell lease or otherwise dispose of in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any payment in any other form any lands or buildings or any interest in any lands or buildings acquired or provided by them under this Act and not required for the purposes of the undertaking and may make execute and do any deed act or thing proper for effectuating any such sale lease or other disposition.

Power to deviate laterally.

17. In the construction of the railway by this Act authorised but subject to the provisions of this Act the Company may deviate laterally from the line thereof shown on the deposited plans to

any extent within the limits of deviation shown thereon Provided A.D. 1903.
always that nothing in this section contained shall authorise the
Company to deviate from the said line 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 but this proviso shall not apply in any case
where the Company shall acquire an easement or right of using
the subsoil.

18. In the construction of the railway by this Act authorised Power to
deviate
vertically.
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 but less than seventy feet below the
surface of the ground or twenty-five feet where such rails are
seventy feet or more below the surface of the ground.

19. Except as herein-after provided the Company shall not Restrictions
on breaking
up surface of
streets.
break up or disturb the surface of any street or road for the
purpose of constructing the railways and subways nor open or
make any ventilators air shafts or other similar openings in any
roadway or footway 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 :

Provided always that subject to the provisions of this Act the
Company for the purpose of constructing the railways and stations
subways lifts approaches and other works and conveniences
connected therewith may enter upon and open up the surface of

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Provision as to cellars under streets not referred.

20. 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.

For protection of public service works.

21. In the exercise of any of the powers of this Act the Company shall not without the consent of the corporation enter upon take use injure or in any way interfere with any public service works constructed by the corporation under the provisions of the City of London (Various Powers) Act 1900 or any apparatus pipes or wires placed therein.

Conditions to be observed in opening road for boring purposes within city.

22. At least fourteen clear days before commencing any vertical borings from the surface of any part of any street within the city the Company shall serve notice in writing of their intention to commence the same on the corporation and such notice shall describe the place or places at which such borings are intended to be made and if within fourteen days after the service of such notice any objection is made by the corporation 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 unless with the consent of the corporation carry on any works of boring through any part of the surface of a street within the city except between the hours of ten in the evening and eight in the morning.

The Company shall furnish to the corporation full and detailed information as to the strata traversed in any boring for the purposes of the works by this Act authorised and other matters of the like nature.

Construction of subway.

23. The Company shall at the request of the corporation construct and maintain a public subway or other proper and sufficient means of communication between their stations in the city and the station of any other company contiguous thereto or within 200 feet thereof and shall if necessary promote a Bill in the session of Parliament next ensuing after such request is made for the purpose of obtaining the requisite powers in that behalf

subject to such other company paying to the Company such contribution towards the cost of constructing and maintaining such subways or other means of communication as in default of agreement shall be determined by an arbitrator to be appointed in default of agreement by the corporation on the application of the Company or any such other company. Provided that nothing herein contained shall entitle such other company to have the use of or to interfere with the station lifts or booking offices of the Company. The following provisions shall apply to the construction of any such public subway or other means of communication under this section :—

- (1) Three months before commencing any works within the city the Company shall submit to the corporation a scheme and design for such public subways or other means of communication. Such scheme and design shall be 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 the corporation may prescribe any modifications or alterations to be made in such scheme or design and may consent to any proposed alterations in the same by the Company. The corporation shall also have full power to prescribe the materials to be used and the mode of construction and all works connected with the public subways or other means of communication together with the method of ventilating and lighting the same. If any difference shall arise between the corporation and the Company in respect of any of the matters to which this subsection relates the same shall on the application of either party be referred to an engineer to be appointed by the President of the Institution of Civil Engineers:
- (2) Before commencing any works for the purpose of such public subways or other means of communication the Company shall satisfy the corporation as to their ability in every respect to complete the same :
- (3) When once commenced the construction of such public subways or other means of communication shall so far as such construction may in any way affect the surface of any public street be proceeded with continuously day and night except as otherwise determined by the corporation :
- (4) In the construction of such public subways or other means of communication the contractors to the corporation shall be employed at the expense of the Company to do all

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the paving work in all respects as if such work was part of the ordinary work of the corporation and such subways or other means of communication shall be paved lighted cleansed and maintained and so for ever kept and repaired to the satisfaction of the corporation but at the sole expense of the Company and such subways or other means of communication shall for police and all other purposes form part of the public way within the city :

- (5) All work connected with the construction of such public subways or other means of communication shall be carried out in accordance with the approved plans sections and specifications and shall be executed under the supervision and to the satisfaction of the corporation to whom the Company shall pay all reasonable fees costs and expenses :
- (6) Except as regards sufficient entrances giving direct access to the booking offices of the Company the corporation or the Commissioner of the City Police shall have power to close all public entrances to such public subways or other means of communication at such times and for such purposes as they may deem necessary :
- (7) In the event of the Company failing to proceed continuously to the satisfaction of the corporation with the construction of such public subways or other means of communication the corporation may enter upon and take possession of all works and materials connected with the construction thereof whether completed or not and may at their discretion either complete the same or fill in and reinstate the surface of the roadways and footways at the costs charges and expenses in all respects of the Company and if any dispute shall arise between the Company and the corporation 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 corporation and all the costs and expenses of such settlement shall be paid by the Company.

Inspection
of works by
corporation.

24. It shall be lawful for the engineer or other officer of the corporation 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 corporation.

25. The railways and subways of the Company and all works in connexion therewith shall in so far as they are situate within the city be executed in all respects to the reasonable satisfaction of the corporation who may at the expense of the Company supervise the mode in which the works are carried out and for this purpose may appoint such engineers clerks of works inspectors and watchmen as they may think fit :

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Supervision
of works by
corporation.

Provided always that the supervision as aforesaid by the corporation or any person appointed by them of any works of the Company shall not exonerate the Company from any liability for damage caused by any of such works.

The Company shall not exercise their powers of deviation under the sections of this Act of which the marginal notes are "Power to deviate laterally" and "Power to deviate vertically" without the previous consent in writing of the corporation Provided always that such consent shall not be unreasonably withheld.

26. The Company shall if so required by the corporation construct so much of Railway No. 2 as lies between Swan Lane and the termination of the said railway under compressed air.

Portion of
railway to be
constructed
under com-
pressed air.

27. The Company shall submit the plans elevations and specifications of any additions to or alterations of any station or booking office of the Company in the city and of any subways staircases and lifts connected therewith 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 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 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 corporation.

As to book-
ing offices
and stations
in city.

28. The Company shall make full compensation to the corporation for any damage to or subsidence of any buildings sewer drain or work under the jurisdiction or control of the corporation 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

Compensa-
tion for
damage to
corporation
property.

A.D. 1903. — 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.

For protection of sewers in city.

29. 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 jurisdiction or control of the corporation or with any sewers or works to be made or executed by the corporation 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 corporation twenty-eight days previous notice at his office or at the principal office of the corporation with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the corporation shall have signified their approval of the same unless the corporation do not signify their approval disapproval or other direction 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 corporation in the execution of the said works and shall provide by the new altered or substituted works in such manner as the corporation 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 corporation 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 corporation and at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the corporation 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 corporation by the Company on demand and if any dispute shall arise between the Company and the corporation 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 corporation 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 corporation 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 corporation or their successors but all such rights powers or 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. A.D. 1903.

30. The Company shall not affix exhibit or permit to be affixed or exhibited upon any part of their premises within view of any public street within the city any placards or advertisements other than those relating to the railway unless the same shall have been approved in writing by the corporation and if any such placard or advertisement be affixed or exhibited without such approval the corporation 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. Prohibiting placards and advertisements in city.

31. 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 or a judge thereof to be holden in the outer chamber of the Guildhall of the city according to the custom of the 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 Questions of disputed compensation for land in city to be heard in Lord Mayor's court of city.

A.D. 1903. — the said court and the cost of every such inquiry shall in case of difference be settled by the registrar of the said court in the manner directed by the fifty-second section of the Lands Clauses Consolidation Act 1845.

Lands in city to be liable to payment in lieu of rates.

32. The Company shall in respect of all lands acquired by them under the powers of this Act within the city be liable to and pay a sum of money equal to the sum which would have been payable as and for all the consolidated sewer and other rates and contributions leviable within the city if the said lands and the hereditaments thereon had continued to be in the same occupation of the same assessable value and in the same state and condition as when the said lands and hereditaments last were rateable. The liability of the Company to pay the said sum shall begin when the Company acquire the property and shall continue until the undertaking shall so far as it concerns the said lands or any part thereof in whole or in part be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such 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. The said sum of money shall be payable and recoverable and when paid shall be applicable as if the same formed part of the before-mentioned rates and contributions.

No generating station in city.

33. No electricity shall be generated within any part of the city without the consent of the corporation.

Indemnity to corporation.

34. The Company shall keep the corporation indemnified against all actions claims and demands whatsoever brought or made against the corporation by any person by or in consequence of the construction of the railway or any station subways and approaches.

For protection of London Bridge.

35. For the protection of the corporation as owners of London Bridge the following provisions shall have effect (that is to say) :—

(A) The words “London Bridge” in this section shall be held to include the bridge itself across the River Thames with its abutments and all steps adjoining the bridge and leading to the River Thames :

(B) The Company shall construct the railway between the commencement of Railway No. 2 and Swan Place in the city herein-after called the “stipulated distance” so that the upper surface of the Company’s tunnel or works shall

nowhere within such stipulated distance be higher than the levels mentioned in the deposited sections nor nearer London Bridge than the existing tunnels constructed under the Company's Act of 1884 without the consent of the corporation :

- (c) Before the Company commence any of the said works or any alteration or repairs thereof within the stipulated distance they shall from time to time give to the corporation 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 no such work shall be commenced until the corporation shall have signified their approval in writing of such plans sections and specifications and the corporation shall within twenty-one days from such notice signify their approval or disapproval in writing but such approval shall not be unreasonably withheld :
- (D) The construction of the railway shall for such distance as the same shall be driven within the said stipulated distance be proceeded with as rapidly as possible and without cessation and shall if so required by the corporation be driven under compressed air of sufficient pressure to prevent any advent or inflow of water Sufficient trial borings shall be kept ahead of the works in all tunnels and shafts in order to ascertain by frequent examination the nature of the soil in advance of the working faces The Company shall immediately stop all further excavating work and the further driving of the tunnel at such working face should the said trial borings show that it would be reasonably necessary or prudent so to do pending the decision of an arbitrator to be appointed as herein-after mentioned :
- (E) The railway shall within the stipulated distance be formed of two longitudinal iron cylinders and such cylinders shall not be more than thirteen feet in external diameter and such cylinders shall be constructed and placed by means of shields which shall always be in connexion with and outside of the cylinders The space left by moving forward the shields to make room for the segments of the cylinders between the clay and the cylinders shall be immediately filled in with the most suitable description of lime or cement forced through holes in the cylinders under pressure :

A.D. 1903.

- (F) No shaft shall be made within the stipulated distance unless the special consent in writing of the corporation thereto be first obtained :
- (G) The Company shall at times and for ever hereafter maintain and keep so much of the railway as shall be situate within the said stipulated distance in good substantial and safe repair and condition to the satisfaction of the engineer or engineers of the corporation and such engineer or engineers shall at all times have free access to the last-mentioned portion of the railway and every facility shall be afforded him or them for inspection thereof and every notice which he or they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :
- (H) On no account and under no pretext whatsoever shall the soil beneath the foundations of London Bridge or any part thereof be disturbed either during the construction of the works or for the purpose of any repairs thereto nor shall any of the soil within the said stipulated distance other than that actually required in the judgment of the engineer or engineers of the corporation to be removed in order to make way for the cylinders referred to in subsection (E) 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 corporation :
- (I) The construction of the railway shall for such distance as the same shall be driven within the said stipulated distance be subject at all times to the inspection of the engineer or engineers of the corporation :
- (J) Such engineer or engineers shall be at liberty at any time if in his or their opinion after inspection it shall be necessary for the security of London Bridge so to do to stop the construction of so much of the railway as shall be situate within the said stipulated distance pending the decision of an arbitrator to be appointed as herein-after mentioned :
- (K) In the event of any such stoppage as aforesaid and the confirmation thereof of such arbitrator the future construction of the railway within the stipulated distance shall be carried out in accordance in all respects with the directions of such arbitrator :

(L) All costs charges and expenses incurred by the corporation in respect of any of the matters in this section contained shall be borne and paid by the Company : A.D. 1903.

(M) Any difference which may arise under the provisions of this section (other than differences arising under subsection (F) between the corporation 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 corporation or failing such agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers :

(N) The approval by the corporation of any plans or the superintendence by the engineer of the corporation of any works shall not exonerate the Company from any liability for damage caused by them to London Bridge.

36. 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 shall be deposited in the Guildhall Museum as the property of the corporation. Deposit of
objects of
interest.

37. At least seven clear days before commencing any vertical borings from the surface of any part of any street in any metropolitan borough the Company shall serve notice in writing of their intention to commence the same on the engineer of the council of that borough 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 said council the matter shall unless otherwise agreed be determined by arbitration before the boring is commenced but if no such objection is made the said borings may be proceeded with. Conditions
to be ob-
served in
opening
road for bor-
ing purposes
outside city.

38. The entrances and exits to and from the station buildings outside the city 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 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 of the Institution of Civil Engineers. As to en-
trances at
stations &c.

A.D. 1903.
As to cart-
ing mate-
rials and soil.

39. 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 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 protec-
tion of sewers
of council.

40. 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 subsection required to submit plans and sections to the council the council may require the Company in constructing such work 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 of London under the jurisdiction and control of the council against interference or risk of damage and to

A.D. 1903.

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

Buildings not to be brought beyond general line.

41. Notwithstanding anything contained in this or any former Act or any Act relating to the Brixton Company or shown on the deposited plans it shall not be lawful for the Company at any time after the passing of this Act to encroach upon any part of the surface of any street or footway in the county or without the consent of the council to erect or maintain any building or structure beyond the general line of buildings in any street part of a street place or row of houses in the county or to erect any building or structure in such manner that any external wall thereof or the external fence or boundary of any forecourt or space in front thereof shall be within the distances herein-after prescribed from the centre of the roadway of any street or way (being a highway) upon which the same will abut that is to say where such street or way is used for the purposes of carriage traffic twenty feet and where such street or way is used for the purposes of foot traffic only ten feet.

Walls of buildings to be made good.

42. 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.

43. 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 underground works of the Company within the county.

Conditions to be observed in opening streets for boring purposes.

44. At least fourteen clear days before commencing any borings from the surface of any part of any street in the county under the powers of this Act or any Act relating to the Brixton Company 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 fourteen days after the service of such notice any objection to any boring is made by the engineer of the council the matter shall in default of agreement between the said engineer and the Company 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 furnish to the council full and detailed information as to the strata traversed in any boring for the purposes of the works authorised by this or any such Act and other matters of the like nature.

The Company shall not unless with the consent of the council carry on any works of boring through any part of the surface of any street within the county (outside the city) except between the hours of ten in the evening and eight in the morning.

45.—(1) The Company shall not erect or permit to be erected in connexion with any part of the works authorised outside the city by this Act or by any Act relating to the Brixton Company in or within twenty feet above the surface and in view of any public street any machinery which shall not be effectively screened from view and if the Company shall erect any such machinery otherwise than in accordance with the provisions of this section they shall upon being required by the council so to do forthwith effectively screen the same in such manner as the council shall direct and if the Company shall neglect or omit so to do the council and their authorised officers may remove such machinery or any part thereof and recover from the Company the costs charges and expenses incurred in so doing.

Machinery
to be
screened
from view.

(2) The Company shall colour the outside of any hoarding erected for screening any such machinery to the satisfaction of the council's superintending architect.

46. The provisions of the London Building Act 1894 the London Building Act 1894 (Amendment) Act 1898 and any Act or Acts amending the same shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on any lands in the county and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained but no such exemptions shall

Application
of London
Building
Acts.

A.D. 1903. — be deemed to apply to such part of any building as shall be used or intended to be used for other than railway purposes.

Company to
widen cer-
tain streets.

47. If the Company acquire the lands in the metropolitan borough of St. Pancras numbered 69 70 71 72 73 74 75 76 and 77 respectively on the deposited plans or any part of such lands they shall at their own expense within one year after such acquisition add to so as to increase the present width of Seymour Street and Drummond Street along the whole frontage of the lands so acquired parts of such lands to the extent and for the distances respectively shown by a red colour and figured on the plan which has been signed by Joseph Compton Rickett the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred.

The Company shall pave or otherwise make up the lands so added to such streets to the satisfaction of the council of the metropolitan borough of St. Pancras and such lands shall be thereupon deemed to form part of the highway of the street to which the same have been added and shall thereafter be maintained repaired cleansed and lighted by the council of the said metropolitan borough.

For protec-
tion of
council's
tramways.

48.—(1) The railways and works by this Act authorised beneath or immediately adjoining any tramways of the council shall be constructed in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the council.

(2) In constructing the railways and works by this Act authorised in or under any street or road in which there is any tramway of the council the Company shall so construct such railways and works as not in any way to interfere with or impede the safe and efficient working of such tramway or to interfere with or impede the reconstruction or adaptation of any such tramway for electrical traction.

(3) If in constructing or working the said railways or works the Company or their contractors servants or agents shall interfere with or impede the safe and efficient working of any tramway of the council or shall cause any damage to or otherwise injuriously affect any such tramway the Company shall make full compensation to the council therefor and shall indemnify and save harmless the council from and against all claims demands proceedings costs damages and expenses made or taken against or incurred by the

council on account of or attributable directly or indirectly to the construction and working of the said railways and works. A.D. 1903.

49. The Company shall not commence to construct any station or other building upon any of the lands outside the city acquired under this Act or any Act relating to the Brixton Company or any part or parts of such lands until they shall have given notice in writing to the council of their intention so to do and describing the site thereof and the council may at any time within two months after any such notice has been given to them require any part or parts of such lands to be thrown into and to form part of the public roadway or footway in front thereof so as to widen the same to such an extent (if any) and on such terms 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 the President of the Institution of Civil Engineers and such parts of such lands shall thereupon be thrown into any such roadway or footway and form part thereof accordingly.

Setting back buildings at stations.

From and after the completion of such widenings respectively the maintenance repair paving cleansing and lighting of any such added portion shall be under the care management control and jurisdiction of the council of the metropolitan borough having the management and repair of the public roadway or footway to which the same has been added in the same manner as such public roadway or footway.

50. Any railway tunnel subway or other work authorised by this Act or any Act relating to the Brixton Company which will be within twenty-five feet of the surface of any street road or open space within the county outside the city shall be constructed only in accordance with plans sections and specifications previously submitted to and approved by the engineer of the council and subject to such conditions and requirements as the council may reasonably impose.

As to works near surface of street.

51. The Company shall not generate use or supply electrical energy otherwise than for the purposes of their authorised undertaking.

Limiting use of electrical energy.

52. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act outside the city 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

Exhibition of placards.

A.D. 1903. — shall have been approved in writing by the clerk or other officer of the council and by the town clerk of the metropolitan borough in which such part of the works is situate and if any such placard or advertisement be affixed or exhibited without such approval the council or the council of such borough 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.

For protection of sewers of metropolitan borough councils.

53. 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 metropolitan borough council or any sewers or works to be made or executed by any such council or shall or may in any way affect the sewerage or drainage of their respective boroughs the Company shall not commence such works until they shall have given to such council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the town hall of the borough with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such councils respectively shall have signified their approval of the same unless such councils 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 referee 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 councils respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless such councils 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 council 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 councils respectively 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 councils respectively 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 councils respectively but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

54. The Company shall on demand pay to the council the amount of all costs charges and expenses (other than remuneration for work done in the ordinary course of their employment by salaried officers of the council) incurred by them in or about the inspection and approval of plans or works or otherwise in respect of any matter or thing which the council are by this Act or any Act relating to the Brixton Company required or permitted to do.

Company to pay to council costs of inspection &c.

55. Where under the provisions of this Act or any Act relating to the Brixton Company any notice plans sections elevations or drawings are required to be given or submitted to the council the same shall save where otherwise expressly required be deemed to have been duly given or submitted if the same shall have been sent by post addressed to the clerk to the council.

As to submission of notices &c.

56.—(1) The Company shall within six months from the time at which any underground stations platforms approaches passages subways tunnels sidings shafts lifts stairs or other underground works shall have been laid down or formed by them cause a survey and map to be made of the district within which any such pipes or underground works shall be laid down or formed on a scale not less than five feet to a mile and shall cause to be marked thereon the course and situation of all such existing underground works belonging to them in order to show all such underground works within the said district and their situation relatively to any streets or roads on the surface over near or adjacent to the same and shall within six months of the making of any alterations or additions cause the said map to be from time to time corrected and

Map and plan of underground works of Company to be made.

A.D. 1903. — such additions made thereto as may show the line and situation of all such underground works as may be laid down or formed by them from time to time after the passing of this Act and such map and plan or a copy thereof with the date thereon of the last time when the same shall have been so corrected as aforesaid shall be kept in the office of the Company and shall be open to the inspection of all persons interested within the said district.

(2) The Company shall from time to time within three months of the time at which any such map or plan or any such correction thereof or addition thereto shall have been made as aforesaid deposit with the clerk of the council copies of the said map or plan with all such particulars and additions as aforesaid.

Company
not to be
exonerated
by approval
of plans &c.

57. The approval by the council of any plans sections elevations or drawings or the supervision or inspection by the council of any works of the Company or any consent given by the council shall not exonerate the Company except as against the council from any liability for damage caused by or resulting directly or indirectly from any works executed by them.

Lands build-
ings or other
property in
metropolitan
boroughs to
continue to
be liable to
rates.

58. If the Company shall acquire or become possessed by virtue of this Act or any Act incorporated herewith of any lands buildings or other property in any metropolitan borough assessed or liable to be assessed to the poor rate the metropolis local management rate or any other rates or contributions leviable within such borough they shall from time to time until the said works shall be completed and assessed to such several rates or contributions be liable to make good the deficiency in the several assessments for such rates or contributions by reason of such lands buildings or other property having been taken or used for the purposes of the works and such deficiency shall be computed according to the rental at which such lands with any building or other property thereon were valued or rated at the time of the passing of this Act and on demand of such deficiency the Company shall pay all such deficiencies to the collector of the said assessments respectively.

Deposit of
objects of
interest.

59. The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of their works outside the city and subject to the rights of the Crown as regards treasure trove and except so far as the same may be proved to be the property of any other person any such objects shall be subject to the disposal of the council in such manner as the council may hereafter resolve.

60. For the protection of the council of the metropolitan borough of Finsbury (in this section called "the borough council") the following provisions shall have effect with respect to such of the railway and works as are to be constructed and made and such of the powers of the Company as are to be exercised within the said borough :—

- (1) In case any part of any street place or pavement in the said borough or any sewer drain or other works of any kind belonging to the borough council or under their control should sink or be in any way injuriously affected at any time in consequence of the works of the Company the Company shall forthwith make good the damage at their own expense or in the event of their failing to do so the borough council may repair such street place pavement sewer drain or other work and the Company shall pay to the borough council the expense thereof on demand Provided that the borough council shall give immediate notice to the Company of the discovery of such injury :
- (2) Plans of the entrances and exits to and from any stations in the borough shall be submitted to the borough council and in default of agreement the same shall be determined by an arbitrator to be appointed on the application of any party by the President of the Institution of Civil Engineers before whom the borough council shall be entitled to appear and be heard :
- (3) The Company shall not use explosives in the construction of the works for blasting or other purposes :
- (4) It shall be lawful for the surveyor or other officer of the borough council duly appointed in writing for the purpose by the said surveyor 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 sewers or works of the borough council :
- (5) The Company after the restoration of any trenches in any highway under the control of the borough council shall at their own expense keep and maintain such portion of the highway as shall have been disturbed by them for sinking trial holes in good and substantial repair in every respect to the satisfaction of the borough council for two years after the same shall have been so restored.

A.D. 1903.

For protec-
tion of metro-
politan bo-
rough of
St. Pancras.

61. For the protection of the council of the metropolitan borough of St. Pancras (in this section called "the council") the following provisions shall have effect (that is to say):—

- (1) Before entering upon enclosing or opening up any part of the roadway or footways of Pancras Road Euston Road Belgrave Street or Drummond Street the Company shall submit plans sections and details of any subway or other structure to the council and shall obtain the approval in writing of the said council of such works unless within twenty-eight days after the submission of such plans the council shall fail to notify the Company of their approval or disapproval and in such case it shall be regarded as if approval had been expressed :
- (2) In carrying out such works the Company shall only enclose such portions of such roads as may be directed or approved by the engineer to the said council not exceeding in any case more than one third the width of any roadway at one time and during the progress of the works such provision for maintaining continuously the tramway and all other traffic shall be made as shall be approved by the council's engineer :
- (3) The engineer to the council and his duly appointed assistants shall have access at all times to any works in progress under any of the streets of the borough of St. Pancras for the purpose of inspecting the same and the Company shall comply with all reasonable instructions of the engineer to the council to insure the construction of the works in accordance with the approved drawings :
- (4) If by reason of the execution of any of the works or the failure of any such works or by any act or omission of the Company or of their contractors or otherwise any work or structure belonging to the council 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 failure so to do then the council may make good the same and every expense occasioned thereby or incidental thereto including the cost of the superintendence thereof shall be paid by the Company on demand to the council :
- (5) Plans of the entrances and exits to and from any stations in the borough shall be submitted to the council 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 of the Institution of Civil Engineers before whom the council shall be entitled to appear and be heard :

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- (6) If any difference shall arise between the Company and the council or their respective engineers as to the true intent and meaning of this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

62. For the protection of the conservators of the River Thames (in this section called "the conservators") the following provisions shall notwithstanding anything contained in this Act or in the Acts incorporated herewith or otherwise have effect (that is to say) :—

For protec
tion of Con-
servators of
River
Thames.

- (1) Nothing in this Act contained shall authorise or empower the Company without the previous consent of the conservators under the hand of their secretary to encroach upon or interfere with any part of the River Thames or the bed or shores thereof except according to the plans elevations and sections approved by the conservators :
- (2) The Company shall not make or commence any work under the powers of this Act in the River Thames or on or under the bed or shores thereof until the plans elevations and sections referred to in subsection (3) of this section have been approved by the conservators :
- (3) The works in the River Thames or on or under the bed or shores thereof authorised by this Act shall if constructed be executed according to plans elevations and sections to be approved in writing by the conservators and deposited at their office and shall be executed and performed to the reasonable satisfaction of the engineer of the conservators and the traffic of the said river shall not be interfered with more than may be absolutely necessary in the construction of the said works :
- (4) No part of the railways and works shall be so constructed as to prevent the conservators from deepening and dredging the River Thames to a depth of thirty-five feet below the level of Trinity high-water mark :
- (5) The compensation payable to the conservators in respect of the lands taken and works by this Act authorised in the River Thames or on or under the bed or shore thereof shall

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- be assessed in accordance with the provisions of section 116 of the Thames Conservancy Act 1894 or any statutory provision in lieu thereof for the time being in force :
- (6) The Company shall not (except so far as shall be necessary in the construction of the works) take any gravel soil or other material from the bed or shores of the River Thames without the previous consent of the conservators signified in writing under the hand of their secretary :
- (7) The Company shall during the construction of any works on the bed banks or shores of the River Thames hang out and exhibit at or near to the said works every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the conservators by writing under the hand of their secretary or other authorised officer shall approve or direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence be liable to a penalty not exceeding ten pounds :
- (8) The works when commenced shall be proceeded with and completed as early as practicable and the Company shall after completion of the permanent works upon reasonable notice in writing from the conservators so to do remove any temporary works and materials for temporary works which may have been placed in the River Thames by the Company and on their failing so to do the conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the conservators all expenses so incurred :
- (9) All temporary works and materials for temporary works which may have been placed in the River Thames by the Company shall in any event be removed by the Company within the period by this Act prescribed for the completion of the railways and works by this Act authorised and on the Company failing so to do the conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the conservators all expenses so incurred.

63. For the protection of the Midland Railway Company (herein-after called "the Midland Company") the following

provisions shall unless otherwise agreed be observed and have effect :— A.D. 1903.

- (1) The Company shall not under the powers of this Act without the previous consent in writing of the Midland Company under their common seal take use or enter upon or in any way alter or interfere with either temporarily or permanently any lands or property belonging to the Midland Company :

Provided that nothing in this subsection contained shall be deemed to prohibit the Company from acquiring an easement only under any works lands and property of the Midland Company which may be necessary for constructing the Railway No. 1 and other works by this Act authorised in accordance with the provisions of this section :

- (2) The Company shall before they commence the construction of so much of the proposed Railway No. 1 as shall or may pass under the railway or affect the land and works of the Midland Company submit to the Midland Company proper and sufficient plans sections and specifications of the works proposed to be carried out by the Company for the approval of their principal engineer and notwithstanding anything on the deposited plans such Railway No. 1 and all works necessary or incident to the construction thereof or affecting the property and works of the Midland Company shall be constructed only according to such plans sections and specifications as shall be approved as aforesaid and under the superintendence and to the satisfaction of the said principal engineer and at the costs charges and expenses in all respects of the Company :

- (3) If it shall at any time appear to the said principal engineer either before or during the construction or after the completion of the said Railway No. 1 that any further or other works or appliances are required either by way of addition to the existing works of the Midland Company or in connexion with the works of the said Railway No. 1 so as to prevent subsidence or injury happening to the railways of the Midland Company owing to or in consequence of the execution of any of the works by this Act authorised the said principal engineer may call upon the Company by notice in writing under his hand to make and execute at their own expense such works as he shall require. Provided that in

A.D. 1903.
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the event of any dispute arising between the Company and the Midland Company as to the necessity for any further works in addition to the existing works of the Midland Company such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers :

- (4) The Company shall at their own expense construct and at all times maintain so much of the said Railway No. 1 by this Act authorised and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the Midland Company and also any further works which may be constructed under the provisions of the last preceding subsection in substantial repair and good order and condition to the reasonable satisfaction in all respects of the said principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the Midland Company and if and whenever the Company fail so to do the Midland 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 Midland Company may reasonably think requisite and the sum from time to time certified by such principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company Provided always that in the event of any dispute between the Company and the Midland Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers :
- (5) If during the execution of any of the works herein-before referred to the said railways of the Midland Company or any of the works connected therewith respectively or any lands or property of that company 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 Midland Company may make good the same and recover the amount expended in so doing :
- (6) 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 user of the railways of the Midland Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railways or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the Midland Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience or interference :

- (7) During the construction of the said Railway No. 1 and works by this Act authorised and of any of the further works mentioned in subsection (3) of this section the Company shall bear and on demand pay to the Midland Company the expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching their said railways and the works and conveniences connected therewith and their said lands or property with reference to and during the execution of the intended railways and works and for preventing as far as may be all interference obstruction danger and accident arising 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 :
- (8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Midland Company all costs charges losses damages and expenses which may be occasioned to their said railways or to any of the works lands or property of that company or to any person or persons using the said railways and works lands or property by reason of the construction or failure of the railways and works or any of them 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 Midland Company from all claims and demands upon or against them by reason of such execution failure or omission.

64. For the protection of the Metropolitan Railway Company (in this section called "the Metropolitan Company") the following provisions shall unless otherwise agreed between the

For protec-
tion of Metro-
politan Rail-
way Company.

A.D. 1903. Metropolitan Company and the Company be observed and have effect (that is to say) :—

- (1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not (except so far as shall be absolutely necessary for the purpose of carrying out the works by this Act authorised in accordance with the provisions of this section) without the consent in writing of the Metropolitan Company under their common seal purchase take enter upon use or interfere with either permanently or temporarily any part of the railway of the Metropolitan Company or any lands works or other property vested in the Metropolitan Company but the Company may purchase and take and the Metropolitan Company may and shall sell and grant accordingly such easement or right of using so much of the soil under the railway of the Metropolitan Company as belongs to the Metropolitan Company and as may be necessary for the construction and maintenance in accordance with the provisions of this section of the Railway No. 1 by this Act authorised and for the purposes of the Lands Clauses Consolidation Acts the easement to be taken shall be deemed to be land and in no case shall such easement without the consent of the Metropolitan Company extend to a greater area than is absolutely necessary for the proper construction of the Railway No. 1 :
- (2) The Company shall twenty-eight days before they commence the construction of any part or parts of Railway No. 1 or other works by this Act authorised which shall or may pass under the Metropolitan Railway and for a distance of 200 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 Metropolitan Railway and for a distance of 200 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 an arbitrator to be on the application of the companies or either of them appointed as herein-after provided and such works shall be carried into effect only in accordance with such agreement or determination and under

the superintendence and to the reasonable satisfaction of the engineer for the time being of the Metropolitan Company (in this section called "the engineer") and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with without cessation and with all reasonable despatch :

- (3) In passing under or within ten yards on either side of the Metropolitan Railway and the abutments and works connected therewith the Company shall so construct Railway No. 1 by this Act authorised that a distance of at least 46 feet measured vertically shall intervene between the top of the railway tunnels of the Company and the rails of the Metropolitan Company :
- (4) The engineer shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the Metropolitan Railway and the abutments works and buildings connected therewith so to do to require the whole or any part of the railway or other works of the Company under or within 100 lineal feet on each side of the Metropolitan Railway to be constructed under compressed air and the Company shall upon being required by the engineer stop the construction of so much of the said railway or other works of the Company as shall be situate under the same pending the decision of an arbitrator to be appointed as herein-after mentioned :
- (5) The works of the Company where the same pass under or within 10 yards on either side of the Metropolitan Railway and the abutments and works connected therewith shall be so constructed as to be of adequate strength and suitable design to bear the weight of a deep level double line of railway of the Metropolitan Company below their existing line and in the event of any extra cost being involved to the Metropolitan Company in the construction in a proper manner of such deep level railway owing to the presence of the works of the Company such extra cost shall be borne by the Company any difference to be referred to arbitration as herein-after provided :
- (6) The Company shall not either directly or indirectly oppose the granting of parliamentary powers to the Metropolitan Company for the construction of such deep-level railway except for a protective clause :
- (7) Before the Company shall commence the construction of Railway No. 1 or other works by this Act authorised they

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shall if required by the engineer securely underpin to his satisfaction at the expense in all things of the Company so much of the foundations of any works and buildings erected upon lands belonging to or vested in the Metropolitan Company as may in his opinion be necessary and execute such other protective works as the engineer shall deem necessary for insuring the safety of the said works and buildings as aforesaid and if any difference shall arise between the Company and the engineer as to the necessity for such underpinning the same shall be settled and determined by arbitration as herein-after provided :

- (8) If at any time the engineer shall be of opinion that the construction or maintenance of the works or other operations of the Company are or may be attended with danger to any portion of the Metropolitan Railway or the said works or buildings connected therewith or to other buildings of the Metropolitan Company the Company shall forthwith adopt such additional measures and precautions as the engineer may reasonably consider necessary for the purpose of preventing damage or injury thereto at the cost and expense in all things of the Company any difference to be referred to arbitration as herein-after provided :
- (9) The Company shall pay to the Metropolitan Company for the rights and easements which may be acquired from them under the provisions of this Act such amounts by way of rent or otherwise as may be agreed upon or as may be fixed in the event of difference by arbitration in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation :
- (10) In the event of the Metropolitan Company desiring to alter or extend their railway or the said King's Cross Station or any of the works or buildings connected therewith including the subway stairs and approaches for the purpose of providing access between the said King's Cross Station and the station of the Company the Company shall give to the Metropolitan Company every reasonable facility for the execution of such alteration or extension and the Company shall not oppose either directly or indirectly the application for the granting of powers for such extension or alteration except for a protective clause :
- (11) The Company shall at all times maintain the works by which Railway No. 1 and other works by this Act authorised shall at any place or places be carried under the

Metropolitan Railway or other property of the Metropolitan Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the Metropolitan Company may make and do in and upon as well the lands or property of the Company as their own lands all such works and things as may be necessary in consequence of such failure and the sum from time to time certified by the engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them on demand by the Company Provided always that in the event of any dispute between the Company and the Metropolitan Company as to the necessity for any such work or the amount so certified such dispute shall be settled by arbitration as herein-after provided The engineer and his duly authorised assistants shall at all reasonable times have free access to the Railway No. 1 at any place or places where it passes under the Metropolitan Railway and for a distance of 200 lineal feet on each side thereof and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall except in cases of difference immediately or as soon as practicable be complied with by the Company :

- (12) If during the construction or by the execution or user of the works by this Act authorised the railway or other property of the Metropolitan Company 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 and the Company shall if necessary and required by the Metropolitan Company underpin the railway and other property of the Metropolitan Company and execute such other protective works as the engineer shall reasonably require for insuring the safety of the railway and other property of the Metropolitan Company :
- (13) 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 and uninterrupted and safe user of the Metropolitan Railway or any traffic thereon and if at any time

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or times hereafter the free and uninterrupted and safe user of the Metropolitan Railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Metropolitan Company for each such obstruction by way of ascertained damages at the rate of one hundred pounds per hour for the period during which each such obstruction hindrance or interference shall continue Provided that nothing herein shall render the Company liable to make compensation by reason of abstraction of traffic or competition in consequence of the opening of the railway :

(14) The Company shall during the construction or the structural alteration renewal or repair of the Railway No. 1 and other works by this Act authorised under and adjacent to the railway and other property of the Metropolitan Company bear and upon demand pay to the Metropolitan Company the reasonable costs charges and expenses of their engineer and assistants and of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway and other property of the Metropolitan Company with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident 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 :

(15) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used on the Metropolitan Railway 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 Metropolitan Company after the construction of the works of the Company by this Act authorised this subsection shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company :

- (16) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Metropolitan Company all costs losses damages and expenses which may be occasioned to them or to any of the railways works lands or property belonging to or vested in them or to any person or persons using the same or otherwise by reason of the construction maintenance failure working or user of the railways and other works by this Act authorised or of any acts or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Metropolitan Company from all claims and demands upon or against them by reason of such construction failure working or user as aforesaid and of any such omission :
- (17) The fact that any work or thing has been done or executed in accordance with any plan approved or not objected to by the Metropolitan Company or with any requirement of the Metropolitan Company or under the superintendence of the engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the railway or other property of the Metropolitan Company or affect any claim by the Metropolitan Company for injury caused to the Metropolitan Railway or the traffic thereon or demands of any other company person or persons using the same :
- (18) No electricity shall be generated by the Company under any portion of the railway or other property of the Metropolitan Company :
- (19) In addition to the provisions in this section contained the Metropolitan Company shall be entitled to the benefit of any general provisions as to damage resulting from the working and user of the railway and works by this Act authorised therein contained for the protection of owners of property :
- (20) Any question by this section referred to arbitration and any difference which may arise between the Company and the Metropolitan Company as to the reasonableness of any requirement of that company or of their engineer or otherwise under the provisions of this section shall unless otherwise agreed be determined by an engineer to

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be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protec-
tion of Metro-
politan and
Metropolitan
District
Railway
Companies.

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

- (1) The Company shall not without the previous consent in writing of the two companies enter upon take or use either temporarily or permanently the railway or other property of the two companies (herein-after called "the City Lines Railway") but this provision shall not be deemed to prohibit the Company from constructing the Railway No. 2 by this Act authorised subject to and in accordance with the provisions of this section The Company shall not without the previous consent in writing of the two companies alter vary or in any way interfere with the City Lines Railway or any of the works connected therewith :
- (2) The Company shall construct that part of the Railway No. 2 by this Act authorised which shall or may pass under the City Lines Railway at the level and in the situation shown on and in other respects in accordance with the plan and section signed by the engineers of the Company and the two companies respectively and the Company shall not either directly or indirectly oppose (except for a protective clause) the granting of parliamentary powers to the two companies or either of them for the construction of an extension of the railway authorised by the Metropolitan District Railway Act 1897 eastward under the City Lines Railway (in this section referred to as "the said extension railway") :
- (3) Before the Company commence any works or any alteration or repairs thereof under the City Lines Railway and the abutments and works connected therewith and buildings or other property belonging to or vested in the two companies or within thirty yards thereof they shall give to the two companies 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 two companies

shall have signified their approval in writing of such plans sections and specifications and the two companies shall within twenty-one days from such notices 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 as herein-after provided and if he shall decide that the disapproval is reasonable then he shall determine the mode of executing the works :

- (4) The Company shall if required by the two companies or either of them securely underpin and execute such other protective works and take such other precautions within the powers of the Company as the engineers of the two companies or either of them shall deem necessary for ensuring the safety of the City Lines Railway and the abutments and works connected therewith and of any buildings or other property belonging to or vested in the two companies and of the said extension railway hereafter to be constructed thereunder and the works when commenced shall be proceeded with without cessation and any difference as to the requirements of the engineers of the two companies or the mode of executing the works in pursuance thereof shall be referred from time to time to arbitration as herein-after provided :
- (5) Prior to commencing any part of the works situated under or within fifty yards of the City Lines Railway the Company shall make one or more trial borings as may be necessary within fifty yards of the City Lines Railway for the purpose of ascertaining the nature of the soil through which the tunnels are to be constructed and shall afford the engineers of the two companies reasonable access thereto and if the engineers of the two companies or either of them shall so require the whole or any part of the Railway No. 2 under or within one hundred yards of the City Lines Railway shall be constructed under compressed air :
- (6) The Railway No. 2 where the same passes under or within fifty yards on either side of the City Lines 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 three feet measured from the external line of the workings of

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each tunnel and such cylinders shall not be more than thirteen feet in external diameter :

- (7) On no account and under no pretext whatsoever shall the soil under the railways works and buildings of the two companies 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 engineers of the two companies to be removed in order to make way for the cylinders be taken away or disturbed either during the construction of the Railway No. 2 and the subways connected therewith or at any time after their completion for any purpose whatsoever without the previous consent in writing of the two companies :
- (8) The engineers of the two companies shall be at liberty at any time if in their opinion after inspection it shall be necessary for the security of the City Lines Railway and the abutments and works connected therewith and buildings or other property belonging to or vested in the two companies or the said extension railway thereunder so to do to stop the construction of so much of the Railway No. 2 and subways as shall be situated under the same pending the decision of an arbitrator to be appointed as herein-after mentioned :
- (9) In the event of any such stoppage as aforesaid and the confirmation thereof by such arbitrator the future construction of the Railway No. 2 and subways so far as they affect the City Lines Railway and the abutments and works connected therewith and buildings or other property belonging to or vested in the two companies shall be carried out in accordance in all respects with the directions of such arbitrator :
- (10) The Company shall at all times maintain the works by which the Railway No. 2 and subways shall be carried under or near the City Lines Railway and the abutments and works and conveniences connected therewith or other property belonging to or vested in the two companies in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineers of the two companies and if and whenever the Company fail

so to do the two 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 two companies may reasonably think requisite and the sum from time to time certified by such engineers to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company on demand and in default of full repayment the amount due may be recovered with full costs by the two companies from the Company. The engineers of the two companies and those authorised by them shall at all reasonable times have free access to the railway and other works of the Company and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :

- (11) In the event of the two companies or either of them desiring to repair their City Lines Railway or the said extension railway thereunder the Company shall give every reasonable facility for the execution of such reparation and shall pay any extra cost which may be occasioned to the two companies or either of them in consequence of the construction of the railway and other works or the exercise of the powers by this Act authorised :
- (12) If during the execution of the works the City Lines Railway or any of the abutments and works or conveniences connected therewith or other property hereinbefore mentioned or the said extension railway thereunder 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 failure so to do the two companies may make good the same and recover the costs thereof against the Company :
- (13) The Company shall not in making and maintaining working or using the Railway No. 2 subways and other works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user and working of the City Lines Railway or the said extension railway thereunder or any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user and working of the City Lines Railway or any extension railway thereunder or any traffic thereon shall be

A.D. 1903.

obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the two companies for each such obstruction by way of ascertained damages at the rate of one hundred pounds per hour for the period during which each such obstruction hindrance or interference shall continue :

- (14) During the construction of the Railway No. 2 subways and works by this Act authorised under and adjacent to the City Lines Railway and the works and conveniences connected therewith the two companies shall be entitled at the expense of the Company to supervise the mode in which the works described in the plans submitted by the Company are carried out and the company shall bear and on demand shall pay to the two companies the expense of such supervision and of the employment by them of an engineer and a sufficient number of inspectors or watchmen to be appointed by them for watching the City Lines 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 likely 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 :
- (15) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the two companies respectively all costs losses damages and expenses which may be occasioned to the City Lines Railway and the abutments belonging thereto or to any extension railway thereunder or to any of the works lands or other property thereof or to the traffic thereon or to any person or persons using the same or otherwise by reason of the construction working or failure of the Railway No. 2 subways and other works by this Act authorised and the works in connexion therewith or of any act or omission of the Company or any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the two companies from all lawful claims and demands upon or against them by reason of such execution or failure or of any such omission Provided that nothing herein contained shall render the Company liable to make compensation by

reason of abstraction of traffic or competition in consequence of the opening of the railway :

- (16) In addition to the provisions in this section contained the two companies shall be entitled to the benefit of any general provisions as to damage resulting from the working and use of the railway and works by this Act authorised therein contained for the protection of owners of property :
- (17) 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 City Lines 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 two companies or either of them after the construction of the works of the Company by this Act authorised this subsection 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 :
- (18) No electricity shall be generated by the Company under any portion of the railway or other property of the two companies :
- (19) 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 two companies or the Company which shall become the subject of arbitration including the cost of the arbitration shall be in the discretion of the arbitrator :
- (20) Any difference which may arise under the provisions of this section between the two companies 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 two companies 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 matters so referred :

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(21) The fact that any work or thing has been done or executed in accordance with any plan not objected to or which may have been approved by the two companies or with any requirement of the two companies or under the superintendence of the two companies' engineers or in accordance with any direction or award of an arbitrator shall not exonerate the Company from any liability for damage caused to the City Lines Railway and the abutments and works connected therewith and any buildings or other property belonging to or vested in the two companies or affect any claim by the two companies for injury caused to the City Lines Railway and the abutments and works connected therewith and any buildings or other property belonging to or vested in the two companies.

For protection of
London
and North
Western
Railway
Company.

66. For the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") the following provisions shall unless otherwise agreed be observed and have effect :—

- (1) In constructing the railway where the same is intended to pass under so much of Drummond Street as is situate to the west of Seymour Street the Company shall not interfere with the surface of Drummond Street or without the consent of the North Western Company take use enter upon or in any way alter or interfere with any lands or property of the North Western Company and the Company shall not without the like consent in constructing so much of the railway as will be situate under the said portion of Drummond Street deviate from the centre line as shown on the deposited plans nor deviate upwards from the levels thereof as shown on the deposited sections Provided that nothing in this subsection contained shall be deemed to prohibit the Company from acquiring an easement only under Drummond Street which may be necessary for carrying out the railway and other works by this Act authorised in accordance with the provisions of this section :
- (2) The Company shall before they commence the construction of so much of the railway as will extend under the said portion of Drummond Street submit to the North Western Company proper and sufficient plans sections and specifications of the works proposed to be carried out by the Company for the reasonable approval of their principal

engineer Provided that if such principal engineer shall for the space of one month neglect or refuse to approve the said plans sections and specifications or shall disapprove the same then such plans sections and specifications shall be submitted to and approved by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the North Western Company and such portion of railway and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be constructed only according to such plans sections and specifications as shall be reasonably approved as aforesaid and under the superintendence and to the reasonable satisfaction of the said principal engineer and at the costs charges and expenses in all respects of the Company :

- (3) If it shall at any time appear to the said principal engineer either during the construction or after the completion of the said portion of railway that any further or other works or appliances are required in connexion with the works of the said portion of railway so as to prevent subsidence or injury happening to any of the railways and works or property of the North Western Company owing to or in consequence of the execution of any of the works by this Act authorised the Company shall on being thereunto required in writing under the hand of the said principal engineer make and execute at their own expense such works as the said principal engineer shall require Any difference as to the necessity of any such works or appliances or as to the mode of execution thereof shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers :
- (4) The Company shall at their own expense construct and at all times maintain the said portion of railway and works by this Act authorised and all the works both temporary and permanent necessary and incident to the construction thereof affecting the property and works of the North Western Company and also any further works which may be constructed under the provisions of the last preceding subsection in substantial repair and good order and condition to the reasonable satisfaction in all respects of the said

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principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and if and whenever the Company fail so to do the North Western Company may make and do all such works and things as the North Western Company may reasonably think requisite and the sum from time to time certified by such principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered by the North Western Company from the Company Provided always that in the event of any dispute between the Company and the North Western Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers :

- (5) If during the execution of any of the works herein-before referred to the railways of the North Western Company or any of the works connected therewith respectively or any lands or property of that company 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 North Western Company may make good the same and recover the amount expended in so doing from the Company :
- (6) The Company shall not in making and maintaining the said portion of railway and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railways of the North Western Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railways or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the North Western Company all costs and expenses to which that company may be put as well as full compensation for loss and inconvenience sustained by them by reason of any such interruption or interference :
- (7) During the construction of the said portion of railway and works by this Act authorised and of any of the further works mentioned in subsection (3) of this section the Company shall bear and on demand pay to the North Western Company the reasonable expense of the employment by them of a sufficient number of inspectors and

watchmen to be appointed by them for watching their said railways and the works and conveniences connected therewith and their said lands or property with reference to and during the execution of the intended railway and works and for preventing as far as may be all interference obstruction danger and accident arising 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 :

- (8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs charges losses damages and expenses which may be occasioned to their said railways or to any of the works lands or property of that company or to any person or persons using the said railways and works lands or property by reason of the construction or failure of the railway and works or any of them 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 North Western Company from all claims and demands upon or against them by reason of such execution failure or omission.

67. For the protection of the Charing Cross Euston and Hampstead Railway Company (in this section called “the Charing Cross Company”) the following provisions shall notwithstanding anything in this Act contained unless otherwise agreed upon between the Charing Cross Company and the Company be observed and have effect (that is to say) :—

For protection of Charing Cross Euston and Hampstead Railway Company.

- (1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not purchase take enter upon use or interfere with either permanently or temporarily the railway of the Charing Cross Company or any of the lands works or property now or hereafter to be vested in the Charing Cross Company without the consent in writing of the Charing Cross Company under their common seal Provided that nothing in this subsection contained shall be deemed to prohibit the Company from acquiring an easement only under any works lands and property of the Charing Cross Company

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which may be necessary for constructing the railway and other works by this Act authorised in accordance with the provisions of this section :

- (2) The Company in constructing so much of their railway as lies to the westward of the western side of Euston Place shall not deviate upwards from the levels shown upon their deposited parliamentary sections without the consent in writing of the Charing Cross Company and no tunnels westward of the above point shall without the like consent be of an internal diameter exceeding 13 feet 6 inches :
- (3) Specifications of any works proposed to be made within one hundred lineal feet of the railway of the Charing Cross Company shall be furnished to the Charing Cross Company by the Company twenty-eight days before they commence the construction of such works and such specifications shall be settled and agreed upon between the respective engineers of the Company and the Charing Cross 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 of the Institution of Civil Engineers and such works shall be carried into effect only in accordance with such agreement or determination and under the superintendence and to the reasonable satisfaction of the engineer of the Charing Cross Company and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with without cessation :
- (4) The Company shall at all times maintain the works by which the said railway shall be carried under the railway of the Charing Cross Company 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 Charing Cross Company and if and whenever the Company fail so to do the Charing Cross Company may make and do in and upon as well the works and lands of the Company as their own lands and works all such works and things as the Charing Cross Company may reasonably think requisite and the sum from time to time certified by the Charing Cross Company's engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to the Charing

Cross Company by the Company The engineer of the Charing Cross Company and his duly authorised assistants shall at all reasonable times have free access to the railway where the said works shall pass under the railway of the Charing Cross Company and for the said distance of one hundred lineal feet and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :

- (5) If during and by the execution of the said works the railway of the Charing Cross Company or any of the works or conveniences connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense :
- (6) The Company shall not in making and maintaining and working or using the railway and works by this Act authorised in any manner obstruct hinder or interfere with the free or uninterrupted and safe user of the railway of the Charing Cross Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway of the Charing Cross Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Charing Cross Company for each such obstruction one hundred pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue :
- (7) All fees costs charges and expenses in respect of any of the matters in this section contained shall be borne and on demand paid by the Company and during the construction renewal or repair of the railway and works by this Act authorised under and adjacent to the railway of the Charing Cross Company the Company shall bear and on demand shall pay to the Charing Cross Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway of the Charing Cross Company and the works and conveniences connected therewith and for preventing as far as may be all interference obstruction danger and accidents arising from any of the operations of the Company or from the acts or defaults of the contractors of the Company or of any person or persons in their employ or otherwise :

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- (8) In the event of the Charing Cross Company desiring to reasonably alter or extend their railway or any of the works or buildings connected therewith the Company shall give to the Charing Cross Company every reasonable facility for the execution of such alteration or extension :
- (9) No electricity shall be generated in or under any portion of the railway of the Charing Cross Company or on or under any lands or works of the Charing Cross Company :
- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Charing Cross Company all costs losses damages and expenses which may be occasioned to the Charing Cross Company 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 maintenance failure working or user of the railway 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 Charing Cross Company from all claims and demands upon or against them by reason of such construction maintenance failure working or user and of any such omission.

For protection of New River Company.

68. Whereas the railway by this Act authorised is intended to be constructed or may be constructed in proximity to a reservoir belonging to the Governor and Company of the New River brought from Chadwell and Amwell to London (herein-after called " the New River Company ") and known as the Claremont Square Reservoir which reservoir is situate at or near Pentonville Road therefore the following provisions shall apply If during or subsequent to the construction of the works by this Act authorised or if by or in consequence of the user of the railway by this Act authorised or if by or in consequence of any act omission or default of the Company their contractors agents servants workmen or successors the said reservoir and works or other the property of the New River Company shall be damaged or injured the Company shall indemnify the New River Company against all loss damage costs and expenses which the New River Company may sustain or incur by or in consequence of the construction of the works hereby authorised or by or in consequence of the user of the railway by this Act authorised.

69. The following provisions for the protection of the Great Northern Railway Company (herein-after called "the Great Northern Company") shall unless with the previous consent of the Great Northern Company in writing under their common seal apply and have effect :—

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For protec-
tion of Great
Northern
Railway
Company.

- (1) The expression "Great Northern property" when used in this section shall include any land station hotel railway siding or work belonging to or leased to the Great Northern Company or to any company whose railway is worked by the Great Northern Company :
- (2) With respect to any Great Northern property which it may be necessary for the Company to enter upon use or interfere with for the purpose of making and maintaining the railway by this Act authorised and the works connected therewith the Company may purchase and take and the Great Northern Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the said property an easement or right of constructing and maintaining the railway by this Act authorised and the works in connexion therewith so far as the same are authorised to be constructed on Great Northern property in accordance with the plans and sections signed by Alexander Ross on behalf of the Great Northern Company and David Hay on behalf of the Company Save as aforesaid and as herein-after mentioned in subsection (10) of this section the Company shall not without in every case the previous consent of the Great Northern Company in writing under their common seal enter upon take use or interfere with Great Northern property :
- (3) The railway by this Act authorised and the station subways and works in connexion therewith where the same will be situate on or under Great Northern property (herein-after in this section called "the railway works") shall be constructed in accordance with the said signed plans and sections and of such strength and materials and in such manner as may in the opinion of the engineer of the Great Northern Company (herein-after called "the engineer") be sufficient to carry the existing works and buildings of the Great Northern Company and any works or buildings of whatever description which the Great Northern Company may at any time hereafter desire to erect upon or over the same and to that end the station and subways of

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the Company shall be vaulted with either ordinary brickwork or hard Staffordshire brickwork as may be determined by the engineer or shall be constructed in such other manner and of such other materials as the engineer may think fit :

- (4) The Great Northern Company shall be entitled to erect works and buildings of whatsoever description and weight they may think fit upon and over the railway works :
- (5) The railway works shall be constructed at the costs charges and expenses in all respects of the Company under the superintendence and to the satisfaction of the engineer in accordance with the said signed plans and sections and according to such detailed plans sections and specifications as shall have been previously submitted to and approved by the engineer :
- (6) When the Company shall have commenced to construct the railway works they shall if so desired by the engineer continuously and with all possible speed both by day and by night and both on weekdays and Sundays prosecute the railway works to completion :
- (7) If at any time or times either before or during the construction or after the completion of the railway works the engineer shall consider that any further or other works or appliances are required either by way of addition to the existing works of the Great Northern Company or in connexion with the railway works for the purpose of preventing subsidence of or injury to Great Northern property owing to or in consequence of the construction failure or user of any of the works by this Act authorised or of supporting any building or works which the Great Northern Company may at any time have erected or made or may contemplate erecting or making the Company shall on being so required in writing under the hand of the engineer make execute and provide all such works and appliances at the costs charges and expenses of the Company but under the superintendence and to the reasonable satisfaction of the engineer and according to plans sections and specifications to be previously submitted to and approved by him and in the event of the Company failing to comply with any such requisition of the engineer as aforesaid within such time as he shall consider reasonable the Great Northern Company may themselves execute and

provide all such works and appliances and may recover the cost thereof from the Company :

- (8) The Company shall at their own expense at all times maintain the railway works and also any further works which may be constructed under the provisions of the preceding subsection in substantial repair and good order and condition according to the said signed plans and sections and the plans sections and specifications so approved as aforesaid to the satisfaction in all respects of the engineer and so as to leave undisturbed at all times the Great Northern property and if and whenever the Company fail so to do the Great Northern Company may make and do all such works and repairs as the engineer may consider requisite in that behalf and the sum from time to time certified by the engineer to be the amount of their expenditure in that behalf shall be repaid to them by the Company Provided always that in the event of any dispute between the Company and the Great Northern Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party by the Board of Trade :
- (9) The Company shall not in the execution maintenance or repair of any of their works draw out any spoil upon Great Northern property except upon so much of such property as is coloured brown on the said signed Plan No. 3 nor in any manner obstruct hinder or interfere with the free uninterrupted and safe user of any Great Northern property or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works and take all such precautions as the engineer may consider necessary for the purpose of avoiding risk to Great Northern property and in constructing the railway works under any approach road or footway to the Great Northern Company's King's Cross Station the Company shall timber over their works or otherwise provide for the uninterrupted passage of traffic along the whole width of such approach road or footways to the satisfaction of the engineer :
- (10) For the purpose of and during the construction of the railway works the Company may occupy temporarily for a period not exceeding in the whole three years so much of the surface of Great Northern property as is coloured brown on the said signed Plan No. 3 On the completion

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of their works the Company shall restore the surface of the Great Northern property to the state in which it was prior to the commencement of the Company's works except so far as Great Northern property will be occupied by the surface works hatched red on the said signed Plan No. 1 Except as herein mentioned and except so far as such surface may be occupied by the said surface works hatched red on the said signed Plan No. 1 or any substituted surface works the Company shall not in the execution maintenance or repair of any of their works disturb or enter upon the surface of any Great Northern property :

(11) The Company shall bear and on demand pay to the Great Northern Company the reasonable expense of the employment by that company during the execution or repair of any work affecting any Great Northern property of such inspectors and watchmen to be appointed by the Great Northern Company as may be necessary for inspecting and watching the same with reference to and during the execution or repair of any such work of the Company and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employment of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connexion with the said works :

(12) If by reason of the construction failure or user of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any Great Northern property 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 then the Great Northern Company may make good the same and the expenses thereof as certified by the engineer shall be repaid to the Great Northern Company by the Company on demand and the Company shall indemnify the Great Northern Company against all losses which that company may sustain and shall pay all costs charges and expenses which that company may be put to or incur by reason of the construction failure or user of any of the works of the Company or any

act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise :

- (13) If so required by the Great Northern Company at any time hereafter the Company shall at their own expense alter the positions of or remove altogether the subways and surface works or either of them hatched yellow and green on the said signed Plan No. 1. Provided always that eighteen months before the Great Northern Company shall require the removal of the subway and surface works hatched yellow on the said signed Plan No. 1 they shall provide the Company free of cost with a site for a subway from their station to the Euston Road and for the necessary surface works in connexion therewith in substitution for the said subway and surface works hatched yellow on the said plan and the provisions of this section shall apply to such substituted subway and surface works in the same way as to the said subway and surface works hatched yellow on the said signed Plan No. 1. In the event of the Company failing to comply with any such requisition of the Great Northern Company as aforesaid within such time as the engineer shall consider reasonable the Great Northern Company may themselves remove the subways and surface works hatched green and yellow on the said signed Plan No. 1 or any of them and recover the cost thereof from the Company :
- (14) On the expiration of the time named in the requisition mentioned in the last preceding subsection the estate interest and title of the Company to the easement or rights referred to in such requisition shall absolutely cease and determine and the Company shall not be entitled to any compensation from the Great Northern Company in respect of the same :
- (15) The Company shall provide a proper gate at the entrance to the subway hatched green on the said signed Plan No. 1 and the said gate shall when constructed be under the control of the Great Northern Company :
- (16) The Great Northern Company shall have the right to allow their passengers and servants to use the subways hatched yellow and green on the said signed Plan No. 1 and the station of the Company and also any other subway that may be constructed by the Company in connexion therewith for the purpose of passing to and from the Great

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Northern Company's King's Cross Station at such times as the Company's station shall be open for public traffic :

(17) The Company shall take all steps which may be necessary to prevent and shall prevent any right of way either public or private being acquired through the stations or subways of the Company so far as the same are situate under Great Northern property and in case the Company shall make default in complying with the provisions of this subsection the Great Northern Company shall be at liberty to take any steps which they may consider necessary for the prevention of the acquisition of any such right of way as aforesaid and may recover from the Company any costs which the Great Northern Company may be put to in so doing :

(18)—(i) (A) The purchase and compensation moneys for any easement or right to be acquired by the Company under subsection (2) of this section shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and shall include satisfaction and compensation for all damage loss or inconvenience which the Great Northern Company may suffer or sustain by or by reason of the exercise by the Company of the powers of this Act or any Act incorporated therewith and shall be the same as would have been payable if the subways hatched green and yellow on the said signed Plan No. 1 had not been subject to alteration or removal as herein-before provided for ;

(B) The purchase and compensation moneys for the easement for the subway hatched green on the said signed Plan No. 1 shall when agreed or ascertained as herein-before provided be commuted into a rent of four per centum per annum on the capital sum agreed or ascertained as aforesaid in respect of the same ;

(c) If the Company require the removal of the subway hatched green on the said signed Plan No. 1 without providing a site for a subway in substitution therefor the rent payable in respect of such subway shall as from such removal cease to be payable ;

(D) Such rent shall be charged upon the whole undertaking of the Company and be payable by equal half-yearly instalments on the twenty-fourth day of June and the twenty-fifth day of December in every year :

- (ii) The consideration to be paid by the Company for the temporary occupation of the surface of the land coloured brown on the said signed Plan No. 3 shall failing agreement be settled by an arbitrator to be agreed upon or failing agreement to be appointed by the Board of Trade. A.D. 1903.
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70. The following provisions for the protection of the Great Northern Piccadilly and Brompton Railway Company (hereinafter in this section called "the protected company") shall unless with the previous consent of the protected company under their common seal apply and have effect:—

For protection of Great Northern Piccadilly and Brompton Railway Company.

- (1) In this section the expression "the railway and works of the protected company" shall mean the railways authorised by the Great Northern and Strand Railway Act 1899 and all works in connexion therewith as shown upon the deposited plans and sections referred to in the said Act or when constructed as constructed :
- (2) The Company shall construct and maintain a proper and convenient underground subway for the purpose of giving access to and from the platforms of the intended station of the protected company at the southern end of the Great Northern Railway Company's King's Cross Station from and to the platforms of the intended station of the Company at King's Cross and the protected company shall have the right to allow their passengers and servants to use the said subway. The expense of constructing and maintaining the said subway shall be borne by the Company and the protected Company in equal shares and the said subway shall be the joint property of the Company and the protected company :
- (3) The Company shall not enter upon take or use the railway and works of the protected company or any part thereof or any land which may belong or be leased to them :
- (4) The Company shall carry out their works so as not to involve at the point where the railway and works of the Company will cross the railway and works of the protected company any alteration of the levels of or interference with the railway and works of the protected company :
- (5) The Company shall carry their railway and works under the railway and works of the protected company at such point in such position and at such level within the limits

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of deviation shown on the deposited plans and sections as shall be reasonably approved by the engineer of the protected company (herein-after called "the engineer") or in case of difference between him and the engineer of the company by an arbitrator to be appointed as herein-after provided. Provided always that notwithstanding anything contained in this Act the Company shall not in constructing their railway and works where they will be situate under the railway and works of the protected company deviate upwards from the levels thereof as shown upon the deposited sections nor excavate or disturb any subsoil at any point less than two feet below the level of the railway and works of the protected company :

- (6) The Company shall construct the tunnels carrying their railway and works under the railway and works of the protected company of such strength as may be sufficient in the opinion of the engineer to safely carry the railway and works of the protected company :
- (7) The Company shall not construct any works whether temporary or permanent which may affect the railway and works of the protected company or any part thereof except under the superintendence and to the reasonable satisfaction of the engineer and in accordance with the provisions of this section and of such dimensions quality and strength of material and design and method of construction and according to such plans sections and specifications as shall have been previously submitted to and approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as herein-after provided :
- (8) When the Company shall have commenced to construct so much of their railway and works as will be situate under or will affect the railway and works of the protected company or any part thereof they shall unless otherwise agreed to by the engineer continuously and with all possible speed both by day and by night and both on weekdays and Sundays prosecute so much of their railway and works as aforesaid to completion :
- (9) If at any time or times either before or during the construction or after the completion of so much of the railway and works of the Company as aforesaid the engineer shall consider that any further or other works or appliances

are required either by way of addition to the works of the protected company or in connexion with the works of so much of the railway and works of the Company as aforesaid for the purposes of preventing subsidence of or injury to the railway and works of the protected company or any part thereof owing to or in consequence of the construction failure or user of so much of the railway and works of the Company as aforesaid the Company shall on being so required in writing by the engineer make execute and provide all such works and appliances at the costs charges and expenses of the Company but under the superintendence and to the reasonable satisfaction of the engineer and according to plans sections and specifications to be previously submitted to and approved by him and in the event of the Company failing to comply with any such requisition of the engineer as aforesaid within such time as he shall consider reasonable the protected company may themselves execute and provide all such works and appliances and may recover the cost thereof from the Company :

- (10) The Company shall maintain so much of their railway and works as aforesaid and also any further works which may be constructed under the provisions of the preceding subsection in substantial repair and good order and condition in accordance with the plans sections and specifications so approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the protected company may do all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of their expenditure in so doing (as certified by the engineer) shall upon demand be repaid to them by the Company :
- (11) The Company shall not in the execution maintenance or repair of any of their works obstruct hinder or interfere with the free uninterrupted and safe user of the railway and works of the protected company or any part thereof or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works as the engineer may consider necessary for the purpose of avoiding risk to the railway and works of the protected company or interruption to the traffic thereon :
- (12) The Company shall bear and on demand pay to the protected company the reasonable expense of the employment by that company during the execution or repair of

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any work affecting the railway and works of the protected company or any part thereof of such inspectors watchmen and signalmen to be appointed by that company as may be necessary for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employment of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connexion with the said works :

- (13) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise the railway and works of the protected company or any part thereof 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 then the protected company may make good the same and the reasonable expenses thereof as certified by the engineer shall be repaid to the protected company by the Company on demand and the Company shall indemnify the protected company against all losses which that company may sustain and shall pay all costs charges and expenses which that company may be put to or incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise :
- (14) If at any time hereafter the protected company shall be desirous of extending widening or altering any railway or works affected by the railway or works of the Company the Company shall give to the protected company all proper and reasonable facilities for that purpose :
- (15) The Company and the protected company may agree upon any variation of or alteration in the works in this section provided for or in the manner in which the same shall be executed :
- (16) If any difference shall arise between the Company and the protected company or their respective engineers as to the true intent and meaning of this section or anything to

be done or not to be done thereunder the same shall be determined by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other. A.D. 1903.

71. The following provisions for the protection of the North Metropolitan Tramways Company (in this section called "the tramways company") shall be observed and carried into effect (that is to say) :— For protec-
tion of North
Metropolitan
Tramways
Company.

- (1) The works by this Act authorised beneath or immediately adjoining any tramways belonging or leased to the tramways company shall be constructed and maintained so that the traffic upon the said tramways or any of them shall not be obstructed or interfered with :
- (2) The Company shall from time to time be responsible for and make good to the tramways company all costs losses damages and expenses from time to time occasioned to the tramways company or any of their works or property from the obstruction of or interference with the traffic on the said tramways either as now laid down or as diverted and from any damage to the works rolling stock and horses of the tramways company by reason of any works or proceedings of the Company or from the failure of any of the works by this Act authorised or from any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the tramways company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission :
- (3) If and as often as the Company take up or remove or interfere with any part of any street or road which the tramways company are liable to maintain or repair or any part of any such street or road is injured or disturbed by the construction or working of the railway the Company shall with all convenient speed at their own cost restore and make good such parts of streets or roads so taken up removed interfered with injured or disturbed and any tramway or tramways laid down therein to the reasonable satisfaction of the engineer of the tramways company and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations and the Company shall for the period of six

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months after the restoration of any such part of any streets or roads keep and maintain the same in good repair and condition to the reasonable satisfaction in all respects of the engineer of the tramways company but at their own costs Provided that if the Company shall fail from time to time within seven days from the receipt of notice in writing from the tramways company under the hand of their secretary to comply with the foregoing obligations it shall be lawful for the tramways company themselves to execute all works necessary therefor and to recover all costs charges and expenses they may incur or sustain in connexion therewith against the Company :

- (4) If any difference shall arise between the Company and the tramways company as to anything to be done or not to be done or any moneys to be paid under the provisions of this section the same shall be referred to and determined by an engineer to be agreed on between the Company and the tramways company or if they cannot agree to be appointed on the application of either of them by the Board of Trade.

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

72.—(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 and parties (namely) the Gas Light and Coke Company the South Metropolitan Gas Company the New River Company the London Hydraulic Power Company the County of London and Brush Provincial Electric Lighting Company Limited the London Electric Supply Corporation Limited the City of London Electric Lighting Company Limited the councils of the metropolitan boroughs of Islington and St. Pancras respectively in so far as those councils’ works for the supply of electric energy are concerned and the National Telephone Company Limited in so far as that company’s underground mains are concerned (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 the protected 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 protected company at least fourteen days before the commencement of any such work.

If it should appear to the protected company that such works will interfere with or endanger any of their apparatus or impede the supply of gas water hydraulic power telephonic communication or electric energy such protected company may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (in this section called "protective works") shall be settled as herein-after provided and all such protective 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 the 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 protective works so require the protected company may by their own engineer or workmen do and execute such protective works and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution of such protective works.

(2) In the event of such plans sections and descriptions so delivered to the protected company as aforesaid not being objected to within fourteen days the said work shall be executed in strict accordance therewith.

(3) The protected company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the 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 the protected company.

(4) If any interruption in the supply of gas water hydraulic power telephonic communication or electric energy by the protected company shall without the written authority of the protected company be in any way occasioned by the Company either by reason of the exercise of the statutory powers conferred upon the Company or by the act or acts or default or defaults of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them

A.D. 1903. — the Company shall forfeit and pay to the protected company for the use and benefit of the protected company at the option of the protected company either (A) a sum not exceeding ten pounds for every hour during which such interruption shall continue or (B) such sum as shall be equal to the aggregate loss or damages which the protected company may sustain or incur by reason of such interruption.

(5) The expense of all repairs or renewals of any apparatus of the protected company or any works in connexion therewith which may at any time hereafter be rendered necessary either by reason of the statutory powers conferred upon the Company or 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.

(6) It shall be lawful for the 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 is existing any apparatus of the 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 the protected company their engineers or workmen or others in their employ shall not interrupt the user of any of the works by this Act authorised And provided also that the protected company shall make good and reimburse to the Company all damages to the works of the Company by this Act authorised occasioned by the exercise of the powers by this section reserved.

(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 County of London and Brush Provincial Electric Lighting Company Limited the City of London Electric Lighting Company Limited or of the councils of the metropolitan boroughs of Islington and St. Pancras respectively or of the National Telephone Company 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 company or council (other than

repairs or the laying of lines crossing the electric apparatus of such company or council 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 company or council 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 company or council for the purpose of preventing any electric apparatus of such company or council 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 the 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.

(9) In settling any question under this section an arbitrator shall have regard to any duties or obligations which the protected company may be under in respect of their apparatus and to any duties or obligations which the Company may be under in respect to their works and may if he thinks fit require the Company to execute any temporary or other works so as to avoid interference with any purpose for which the protected company's apparatus is used so far as may be possible.

(10) The provisions of this section shall also apply to any works authorised by the Brixton Acts in or under any street in or under which any apparatus of the City of London Electric Lighting Company Limited is situate.

73. For the protection of Captain Frederick Thomas Penton and his successors in title owners of property abutting upon or contiguous to the line of the proposed railway known as the Pentonville Estate (in this section called "the owners") the following provisions shall unless otherwise agreed between the Company and the owners have effect (that is to say):—

For protection of owners of Pentonville Estate.

- (A) The owners may require the appointment of an engineer or architect to be agreed upon between the Company and the owners or failing such agreement to be appointed by

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the President of the Institution of Civil Engineers who shall be at liberty from time to time during the construction of the railway and the works connected therewith opposite to and within two hundred feet of the owner's property to inspect the same and the Company shall give such engineer or architect all necessary facilities for such inspection :

- (B) The Company shall pay the reasonable fees of such engineer or architect so appointed in relation to the inspection of the works provided for by this section :
- (C) No station for generating electricity or other motive power shall be constructed within five hundred yards of any property of the owners to which this section relates :
- (D) The elevation of any station to be erected by the Company on the owners' estate shall be submitted to the owners for their approval and such stations shall be constructed in accordance with such approved elevation but if the owners shall fail to approve of the same it shall be settled by an architect to be agreed upon between the Company and the owners or failing agreement by an architect to be appointed on the application by either party by the President of the Royal Institute of British Architects.

For protection of Thomas Poulter and Sons Limited.

74. For the protection of Thomas Poulter and Sons Limited the following provision shall have effect unless otherwise agreed between them and the Company (that is to say) :—

The Railway No. 2 by this Act authorised where the same passes underneath the property numbered on the deposited plans 29 in the city of London shall be constructed so that the crown of the tunnels shall not be at a higher level than forty-five feet below the level of the surface of Arthur Street West where that street adjoins the said property.

For protection of Henry Dawson and others.

75. For the protection of Henry Dawson Onslow Robert Richmond the Reverend Leonard Dawson Mary Fanny Richmond Sarah Ellen Richmond and Louisa Anne Dawson (all of whom are in this section called "the owners") their successors and assigns the lessees of the premises known as Nos. 122 124 and 126 Cannon Street in the city of London the following provisions shall notwithstanding anything contained in this Act (unless otherwise agreed in writing between the Company and the owners) apply and have effect (that is to say) :—

- (1) The Company their directors officers or servants shall not for any purpose whatsoever enter upon take use or interfere with either permanently or temporarily any part

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of the premises numbered 54 in the city of London on the deposited plans or the subsoil thereunder except that they may purchase take and use and the owners shall when so required sell an easement underneath the premises for the purpose only of enabling the Company to construct Railway No. 2 under the surface thereof and the railway where it passes under the said premises shall not except with the consent of the owners be constructed at a depth of less than sixty feet from the surface of the roadway in Cannon Street to the crown of the tunnel :

- (2) The Company shall construct the railway where it passes under any part of the said premises in two iron tubes or tunnels :
- (3) No works for generating or transforming electric energy shall be constructed by the Company within a distance of one hundred feet from the said premises :
- (4) The Company shall not without the consent of the owners exercise the powers of the section of this Act the marginal note whereof is "Company empowered to underpin or otherwise strengthen houses near railway" in respect to the before-mentioned premises :
- (5) The Company shall pay the reasonable fees of a surveyor appointed by the owners in respect of such underpinning.

76. The Company may enter into and carry into effect contracts agreements and arrangements with the corporation or the council or any other authority company or body having the control or management of streets roads sewers water gas or other pipes wires or apparatus for or with respect to the construction or maintenance of the intended railway or any part thereof and the works and conveniences connected therewith the acquisition and appropriation of lands and property and any incidental matters.

Agreements
with council
and others.

77. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or 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) :—

Company
empowered
to underpin
or otherwise
strengthen
houses near
railway.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the

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owners or 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 or 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 the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade :
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The 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 :
- (6) 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 :

- (7) 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 section sixty-eight of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section ninety-two of the Lands Clauses Consolidation Act 1845.

78.—(1) The Company shall not purchase acquire or appropriate under any of the powers of this Act or for any of the purposes of this Act or under the powers of any former Act revived or extended by this Act twenty or more houses or sites of houses in the administrative county of London which at any time within five years before the passing of this Act have been or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

Restriction
on taking
houses of
labouring
class.

(2) If the Company purchase acquire or appropriate any house or site under the powers of this Act or for any of the purposes of this Act or under the powers of any former Act revived or extended by this Act in contravention of the foregoing provision they shall be liable to a penalty of five hundred pounds for every such house or site which penalty shall be recoverable by the Secretary of State by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

(3) For the purposes of this section the expression “labouring class” means 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 of such persons who may be residing with them and the expression “house” means any house or part of a house occupied as a separate dwelling.

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Imposing
penalty un-
less railways
opened.

79. If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works And the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

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

aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways have been abandoned be paid or transferred to such receiver or be applied in the discretion of the court 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 Company. A.D. 1903.

81. 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. Period for completion of works.

82. With respect to tolls rates and charges and for all other purposes whatsoever the railway shall (subject to the provisions contained in this Act for constituting a separate undertaking) be part of the Company's undertaking and the Company may demand tolls rates and charges in respect thereof not exceeding those authorised by the City and South London Railway Act 1890 Provided always that where passengers or parcels are conveyed partly on the existing or authorised railways of the Company and partly on any railway by this Act authorised the whole of such railways shall for the purpose of short distance rates and charges be considered one railway and in estimating the amount of rates and charges in respect of passengers conveyed on any part of the said railways for a less distance than two miles the Company may demand and take rates and charges as for two miles only and any fraction of a mile beyond two miles or beyond any greater number of miles shall be deemed one mile. Tolls &c.

83.—(1) At all times after the opening of the railways authorised by this Act or the Brixton Acts or any part thereof for conveyance of passengers the Company shall on every morning of the week except Sundays Christmas Day Good Friday and Bank holidays run on the whole of the railways of the Company whether authorised by this or any former Act or the Brixton Acts a sufficient number of trains which shall be timed to arrive at each terminus up to eight o'clock. Workmen's trains.

(2) The Company shall issue at all stations tickets for workmen available for any train starting from or calling at the station at which such ticket is issued and timed to arrive at or before eight o'clock a.m. at its terminus or at the station of the passenger's destination and such tickets shall be issued at fares which shall respectively not exceed threepence for a return journey on any

A.D. 1903. — part of the railway between Euston and either of the southern termini inclusive and twopence for a return journey on any part of the railway between any terminus of the railway and London Bridge inclusive.

(3) A workman's return ticket issued in pursuance of this section shall entitle the holder to travel in a suitable carriage by any such train starting from the station at which such ticket is issued and to return in a like carriage by any train during the day and to leave the train at any station at which the train shall stop. The Company shall also issue such tickets to employers of workmen for the use of such workmen and shall also issue such tickets to workmen on the day previous to that on which such tickets are made available.

(4) The Company shall publish and keep published in some conspicuous and convenient part of every station on any railway belonging to the Company notice boards or placards setting forth the conditions on which workmen's tickets are issued the fares charged in respect thereof and the trains by which such tickets are available and shall also publish the like information in their book of time tables.

(5) On complaint being made to the Board of Trade by the council or any other body or person with respect to the sufficiency convenience number or times of trains or the sufficiency of the accommodation provided thereby or the fares or tickets the Board of Trade may after inquiry make such order upon the Company as having regard to the circumstances may appear to the Board to be necessary to give effect to the purposes of this section.

(6) Nothing in this or any former Act shall be deemed to confer on the Company any right to claim exemption from any requirements of the Board of Trade under the Cheap Trains Act 1883 or any statutory modification thereof or from the provisions of any general Act or any special Act of Parliament which may be hereafter passed dealing with the subject of cheap trains.

Sunday
fares.

84. It shall not be lawful for the Company to take or demand on Sunday or on any bank or public holiday any higher rates or charges than those levied or made by them on ordinary working days.

Dissolution
of Brixton
Company
and transfer
of powers to
Company.

85. On the passing of this Act the Brixton Company shall be and are hereby dissolved except for the purpose of winding up their affairs and all the rights powers privileges and authorities which by the Brixton Acts are conferred upon the Brixton

Company as revived and extended by this Act are subject to the contracts obligations debts and liabilities of that company by this Act transferred to and vested in the Company who may in their own name and under their own seal or under the hands of their directors secretary officers and servants exercise all those rights powers privileges and authorities as fully and effectually in all respects as the Brixton Company might have exercised the same if this section of this Act had not been passed and nothing in this Act shall prejudice or affect the obligations imposed by the Brixton Acts which shall be binding upon the Company as if they had been named therein instead of the Brixton Company.

86. All the provisions of the Brixton Acts except those relating to the constitution and capital of the Brixton Company shall (so far as is applicable) have effect as if the Company had been named throughout the same instead of the Brixton Company and as if the council of the metropolitan borough of Lambeth had been named therein instead of the vestry of the parish of Saint Mary Lambeth and the undertaking authorised by those Acts shall subject to the provisions of the said Acts and this Act be executed worked and managed by the Company as part of their undertaking.

Undertaking of Brixton Company to become after transfer part of undertaking of Company.

87. The directors of the Brixton Company who are in office at the passing of this Act and the survivors or survivor of them may notwithstanding the dissolution of that company continue to act and may take any proceedings necessary or proper for winding up the affairs of that company and distributing the assets thereof (if any).

Directors Brixton of Company to wind up affairs.

88. The powers conferred by the Brixton Acts of 1898 and 1899 respectively for the compulsory purchase of lands are hereby revived and extended and shall continue in force and may be exercised by the Company until but not after the expiration of two years from the passing of this Act.

Revival of powers for compulsory purchase of lands for Brixton Railway.

89. The periods limited by the Brixton Acts of 1898 and 1899 respectively for the completion of the railways thereby authorised (in this Act called "the Brixton Railway") are hereby extended and the powers conferred by those Acts for the construction of the Brixton Railway may be exercised during a period of three years from the first day of July one thousand nine hundred and three.

Extension of time for construction of Brixton Railway.

If the said railway is not completed within the said period of three years then on the expiration of that period the powers by

A.D. 1903. — the Brixton Acts and this Act granted to the Company for making and completing the same or otherwise relating thereto shall cease except as to so much thereof as is then completed.

Penalty imposed unless Brixton Railway opened within time limited.

90. If the Company fail within the period limited by this Act to complete the Brixton Railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works. And the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854. And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided. But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty in respect of Brixton Railway.

91. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Brixton 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 Brixton Company by the Brixton Acts and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just

claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the Brixton Railway or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court 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 Company.

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92. In consideration of the liability of the Company to the penalties by this Act provided sections 71 and 72 of the Brixton Act of 1898 and sections 14 and 15 of the Brixton Act of 1899 respectively (relative to the deposit) are hereby repealed and the High Court shall at any time after the passing of this Act but without requiring the production of a certificate of the passing of the said Act order (according to the provisions of the Parliamentary Deposits Act 1846) the payment or transfer to the respective depositors of the sum of thirty-six thousand one hundred and fifty-six pounds nine shillings and threepence two and three-quarters per centum consolidated stock now in court in respect of the railway and works authorised by the Brixton Act of 1898 and any interest or dividend payable thereon and of the sum of one thousand one hundred and twenty-one pounds seven shillings and elevenpence like stock now in court in respect of the extension railway authorised by the Brixton Act of 1899 and any interest or dividend payable thereon and such sums of money shall not be deemed to be transferred to the Company by this Act.

Release of
Brixton
Company's
deposit.

93. If the Company shall at an extraordinary general meeting to be held before any of the capital authorised to be raised by them under this Act for the purposes of the Brixton Railway and of Railway No. 2 and of the subways by this Act authorised has been issued resolve by the votes of the proprietors present personally or by proxy holding at least three-fourths of the paid up capital represented at such meeting that it is expedient that such capital be constituted a separate capital and that the railways and works authorised by the Brixton Acts and Railway No. 2 and the subways by this Act authorised together with the portion of the Company's undertaking referred to in the agreement set forth in the Second Schedule to the Brixton Act of 1898 and therein called the King William Street section be constituted a

Provisions
for separate
undertaking.

A.D. 1903. separate undertaking (such railways and works being herein-after referred to as "the separate undertaking") then such railways and works with all lands buildings and property purchased or to be purchased for the purposes thereof shall form a separate undertaking distinct and apart from the rest of the Company's undertaking and shall be called by some distinctive name and the Company may accordingly construct work manage and maintain such railways Provided always that in the event of the capital authorised to be raised for the purposes of the Brixton Railway and Railway No. 2 being constituted a separate capital no part thereof shall be raised by the creation or issue of preference shares Provided also that nothing herein contained shall be construed to relieve the Company from any liability or obligation they may be under or from any debts they contract in respect to the separate undertaking.

Management
of separate
undertaking.

94. The directors of the Company may make such regulations and byelaws as they think necessary as to the control working and management of the separate undertaking and as to the exercise of the powers by this Act conferred on the Company in respect of such separate undertaking and they and any committees appointed by them for the purpose of that undertaking shall have and may exercise all such and the same powers with respect thereto as they have or might have or exercise with respect to any other part of the Company's undertaking.

Exemption
of separate
undertaking
from liabilities
affecting
general
undertaking.

95. The separate undertaking and the revenues arising therefrom shall not be liable for the principal or interest of any mortgage or debenture stock charged on any other part of the Company's undertaking nor shall any other part of the Company's undertaking be liable for the principal or interest of any mortgage or debenture stock charged on the separate undertaking.

Separate
accounts.

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

Repayment
to general
undertaking
of money
spent for
purposes of
separate
undertaking.

97. The directors of the Company may from time to time make such provision as to them seems expedient for repayment by the separate undertaking to the general undertaking of the Company of money expended out of the revenue or capital of the general undertaking for any of the purposes of the separate

undertaking before the passing of the resolution constituting the separate undertaking. A.D. 1903.

98. In the event of a separate undertaking being constituted under this Act then unless it be otherwise provided by the resolution creating the same the holders of shares or stock in the separate capital shall not be entitled to vote at meetings of the Company except in relation to matters concerning the separate undertaking. Votes of holders of separate capital.

99. After the opening of the separate undertaking for public traffic the Company shall work the same and convey traffic thereon in a proper manner and so as fairly to accommodate and develop the traffic of the district to be served by the said undertaking. In case any difference shall arise between the Company and any of the holders of stock or shares in the separate capital with respect to the working or non-working or insufficient working by the Company of the said undertaking or otherwise in relation thereto whereby the holders of such stock or shares deem themselves to be injuriously affected such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either party and such arbitrator shall have full power to settle and determine any such difference and to order the Company to do or abstain from doing all such acts matters or things as he shall think fit and to make such order with respect to the costs of such arbitration as he shall think just. In case the Company make default in complying with any such order within the time thereby prescribed then and in every such case the Company shall for every such default be liable to a penalty not exceeding fifty pounds and to a further penalty not exceeding fifty pounds for every day after the first during which such default shall continue. Separate undertaking to be worked in an efficient manner.

100. The Company may if they think fit at any time or times by resolution passed at an extraordinary general meeting by three-fourths of the votes of the proprietors present personally or by proxy and on a similar resolution being passed at a like meeting of the proprietors of capital in the separate undertaking and by a like proportion of votes as aforesaid resolve that the separate capital and undertaking shall be merged in the general undertaking of the Company and thereupon the separate capital and undertaking shall be so merged accordingly subject to such terms and conditions as may be specified in such resolution. Provided always that the provisions of this section shall be Power to merge separate undertaking in general undertaking.

A.D. 1903. clearly stated on the certificates of the shares or stock in such separate capital.

Agreements
as to stations
&c.

101. The Company on the one hand and the Metropolitan Railway Company the Metropolitan District Railway Company and the Metropolitan and District Joint Committee the Charing Cross Euston and Hampstead Railway Company the London and North Western Railway Company the Midland Railway Company the Great Northern Railway Company the Great Northern and Piccadilly and Brompton Railway Company and the Central London Railway Company or any or either of them on the other hand may enter into and carry into effect agreements with respect to the following purposes or any of them (that is to say) :—

The construction use management and maintenance of the stations subways lifts approaches platforms sidings signals and other works and conveniences connected with the railways of the contracting companies respectively :

The construction use management and maintenance of subways or other approaches with or without lifts and other works and conveniences between the stations of the contracting companies :

The joint or separate ownership use and occupation of such stations and works or any of them or any part or parts thereof :

The interchange transmission and delivery of traffic coming from or destined for the respective railways and works of the contracting companies :

The fixing of the tolls or charges to be demanded and recovered in respect of such traffic and the division and apportionment of the receipts arising from such traffic :

The appointment of a joint committee or joint committees for carrying into effect any of the purposes aforesaid.

Power to
other com-
panies to
apply cor-
porate funds
to purposes
of Act.

102. The Metropolitan Railway Company the Metropolitan District Railway Company and the Metropolitan and District Joint Committee the Charing Cross Euston and Hampstead Railway Company the London and North Western Railway Company the Midland Railway Company the Great Northern Railway Company the Great Northern and Piccadilly and Brompton Railway Company and the Central London Railway Company respectively may apply to the purposes of this Act which they are empowered to carry into execution and to which capital is properly applicable any of the moneys which they now have in their hands or which they have

power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to the said companies respectively and which may not be required for the purposes to which they are by any such Acts made specially applicable. A.D. 1903.

103. The Company may apply for or towards the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable. Power to apply funds.

104. As from the passing of this Act the provisions contained in the Brixton Acts with respect to the capital of the Brixton Company shall be and the same are hereby repealed The Company may subject to the provisions of Part II of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole the sum of one million five hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively Provided always that not more than one-half of such additional capital shall be issued as preference capital. Power to raise additional capital.

105. The Company shall not issue any share created under the authority of this Act of a less nominal amount than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof. Shares not to vest until one-fifth shall have been paid up.

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

107. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not sui juris.

108. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned. Restriction as to votes in respect of preferential shares.

109. The Company may in respect of the additional capital of one million five hundred thousand pounds which they are by this Further borrowing

A.D. 1903. —
powers to
Company.

Act authorised to raise borrow on mortgage of their undertaking any sum not exceeding in the whole five hundred thousand pounds and of that sum they may borrow not exceeding fifty thousand pounds in respect of each one hundred and fifty thousand pounds of the said additional capital but no part of any of the said sums of fifty thousand pounds shall be borrowed until shares for so much of the respective portion of the said additional capital in respect of which it is to be borrowed as is to be raised by means of shares are issued and accepted and one half of such capital 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 shares for the whole of the respective portion of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the respective portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as such additional capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appoint-
ment of a
receiver.

110. Section 12 of the City and South London Railway Act 1901 shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under such provision The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

111. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

A.D. 1903.
Existing mortgages to have priority.

112. The Company may create and issue debenture stock subject to the provisions of section 22 of the City of London and Southwark Subway Act 1884 and section 14 of the City of London and Southwark Subway (Kennington Extensions &c.) Act 1887 Notice of the effect of those enactments shall be endorsed on all mortgages granted and debenture stock issued under the powers of this Act.

Debenture stock.

113. All moneys raised under this Act whether by shares or stock or debenture stock or borrowing shall be applied for the general purposes of the Company's undertaking (including the purposes of the Brixton Acts) being in every case purposes to which capital is properly applicable.

Application of moneys.

114. The Company may if they think fit create and issue any shares or stock which they are by this Act or by any Act already passed authorised to create or issue and not already issued as shares or stock of one and the same class and may apply to any purposes of their undertaking to which capital is properly applicable any moneys authorised to be raised by them under the said Acts or any of them.

Power to create capital of one class.

115. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by this Act authorised to be raised pay interest on the additional capital authorised by this Act at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder or stockholder on the amount from time to time paid up on the shares or stock in the additional capital authorised by this Act held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

Power to pay interest out of capital during construction.

- (A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that either two-thirds at least of the share or

A.D. 1903.
—

stock capital authorised by this Act in respect of which such interest may be paid and required and stated in the said declaration to be required for the purposes of Railway No. 1 by this Act authorised or two-thirds at least of the share or stock capital authorised by this Act in respect of which such interest may be paid and required and stated in the said declaration to be required for the other purposes of this Act has been actually issued and accepted and is held by shareholders or stockholders who or whose executors administrators or assigns are legally liable for the same :

- (B) No such interest shall accrue in favour of any shareholder or stockholder for any time during which any call on any of his shares is in arrear :
- (C) The aggregate amount to be so paid for interest shall not exceed thirty-three thousand pounds in respect of capital required for the purposes of Railway No. 1 or sixty-seven thousand pounds in respect of capital required for the other purposes of this Act and the amount so paid shall not be deemed share or stock capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :
- (D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares or stock and in every certificate of shares or stock :
- (E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as herein-before set forth no interest or dividend shall be paid out of any share stock or loan capital which the Company are by this or any other Act authorised to raise to any shareholder or stockholder on the amount of the calls made in respect of the shares or stock held by him but nothing in this Act shall prevent the Company from paying to any shareholder or stockholder 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.

116. 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

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

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. A.D. 1903.

117. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to His Majesty in right of the duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by His Majesty in right of the duchy of Cornwall or in or by the Duke of Cornwall for the time being. Saving
rights of
duchy of
Cornwall.

118. Nothing in this Act contained shall exempt any of the companies upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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. Provision
as to general
Railway
Acts.

119. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act and of and incident to the promotion of the Islington and Euston Railway Bill in the sessions of Parliament held in the years 1901 and 1902 or otherwise in relation thereto shall be paid by the Company. Costs of
Act.

A.D. 1903.

The SCHEDULE referred to in the foregoing Act.

PROPERTIES UNDER WHICH EASEMENTS ONLY MAY BE TAKEN.

Borough.	Numbers on deposited Plans.
RAILWAY No. 1.	
St. Pancras -	9 9A 9B 9C 9D 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 58 59 60 61 62 63 64 65 66.
RAILWAY No. 2.	
Southwark -	1.
City of London -	3 4 6 7 8 9 11 12 13 14 15 16 17 18 19 20 21 22 24 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 45 46 47 48 49 50 51 52 53 54.
SUBWAY No. 1.	
City of London -	64.
SUBWAY No. 2.	
City of London -	60 61 62 63.

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T. DIGBY FROST, Esq., C.B., the King's Printer of Acts of Parliament.

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