



CHAPTER cx.

An Act for empowering the City and South London Railway Company to enlarge their railway tunnels to raise further money and for other purposes. A.D. 1913.

[15th August 1913.]

WHEREAS the City and South London Railway Company (in this Act called "the Company") by virtue of the City and South London Railway Acts 1884 to 1903 own and work an underground railway known as the City and South London Railway and extending from Euston Station to Clapham Common in the administrative county of London:

And whereas the railway of the Company was the first of its kind to be constructed in London but owing to the tunnels thereof being of smaller dimensions than the tunnels of other similar systems which have been since constructed the Company is unable to use the larger rolling stock now being used on such other systems and which would more efficiently accommodate the traffic on their railway:

And whereas if the tunnels of the said railway were enlarged it would be practicable to afford communications with or better access to such other systems by means of the railway of the Company and greater public conveniences and traffic facilities and it is accordingly expedient that the Company should be authorised to enlarge the said tunnels and to improve their said railway as by this Act provided:

And whereas the Company were authorised by the City and South London Railway Act 1903 to raise additional capital not exceeding one million five hundred thousand pounds and were empowered to raise not exceeding half that amount by

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A.D. 1913. — the issue of new preference shares or stocks and to borrow on mortgage or raise by the creation and issue of debenture stock a sum not exceeding one third of the amount of such capital as by the said Act provided :

And whereas the Company have under the provisions of the said Act created and issued consolidated ordinary stock of the nominal value of one hundred and fifty thousand pounds and five per centum preference stock of the nominal value of two hundred thousand pounds and have created and issued four per centum debenture stock of the nominal amount of sixty-nine thousand nine hundred and seventy pounds :

And whereas the Company are unable at the present time to exercise their powers to raise further capital advantageously under the said provisions and it is expedient that special provisions with reference to the raising of further moneys for enlarging and improving their said tunnels and railway and to the payment of interest out of capital should be conferred upon the Company and that they should be authorised to raise such further moneys and to pay such interest in the manner and to the extent herein-after set forth :

And whereas it is expedient that the Company and the other railway companies in this Act mentioned should be empowered to enter into agreements as provided by this Act and to apply their funds for the purposes of any such agreement :

And whereas it is expedient that the company should be empowered to apply their funds for the purposes in this Act mentioned and for the general purposes of their undertaking :

And whereas it is expedient that such further powers with respect to the undertaking of the Company as are contained in this Act should be conferred upon the Company :

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

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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:—

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1. This Act may be cited as the City and South London Railway Act 1913 and the City and South London Railway Acts 1884 to 1903 and this Act may be cited together as the City and South London Railway Acts 1884 to 1913.

Short and collective titles.

2. The following Acts and parts of Acts (so far as they are applicable for the purposes of and are not inconsistent with or expressly varied by this Act) are incorporated with and form part of this Act (that is to say):—

Incorporation of Acts.

The Lands Clauses Acts :

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The construction of the railway and the works connected therewith ;

The settlement of disputes by arbitration ;

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

And in the application of such provisions for the purposes of this Act the works by this Act authorised shall be deemed to be a railway and the said provisions shall so far as the same are applicable be read and construed accordingly :

Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

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

Interpretation.

The expression "the corporation" means the mayor and commonalty and citizens of the city of London acting by the mayor aldermen and commons of that city in common council assembled ;

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The expression "the city" means the city of London;

The expression "the council" means the London County Council;

The expression "the county" means 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 county mean the town clerks of the metropolitan boroughs and the town clerk of the city;

The expression "the Act of 1903" means the City and South London Railway Act 1903.

Power to
construct
works.

4. Subject to the provisions of this Act the Company may construct and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described with all necessary and proper tunnels bores stagings shafts apparatus machinery appliances works and conveniences connected therewith and may in connexion with or for the purposes of all or any of such works lengthen or extend any station tunnels and alter any works in or belonging to or held in connexion with the railway of the Company and subject as aforesaid may 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 sections of this Act of which the marginal notes are "As to interference with certain streets at Clapham" and "As to use of sewers &c. for removing water" to enter upon take use or otherwise interfere with the surface of any public street or road but (subject as aforesaid) the Company may enter upon take use and appropriate the subsoil and undersurface of any public street road footway or place shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes of this Act without being required to purchase the same or any easement therein or thereunder or to make any payment therefor Provided that nothing herein contained shall restrict the right of the Company to the use of streets and 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. A.D. 1913.

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

An enlargement of the tunnels of the Company's railway (7 miles 3 furlongs and 6·8 chains in length) commencing in the metropolitan borough of St. Pancras at a point in or under Drummond Street 12 yards or thereabouts measured in a westerly direction from the north-west corner of Euston Place and terminating in the metropolitan borough of Wandsworth at a point in or under South Side Clapham Common 120 yards or thereabouts measured in a south-westerly direction from the junction of Clapham Park Road with High Street Clapham.

6. The enlargement of the tunnels of the Company's railway by this Act authorised shall be carried out in the following manner (that is to say):— General provisions as to mode of construction.

The cast iron rings forming the lining of the existing tunnels shall be taken out one by one and sufficient soil excavated to allow the plates to be fixed in their new position :

Each new ring shall be placed in position as soon as possible after the removal of the existing ring and in no distance of eighty feet shall more than three rings (which rings shall be consecutive rings) of lining or a length of five feet be removed without immediately fixing the substituted lining and all lining shall consist of iron or other sufficient metal plates properly jointed throughout :

Any space between the lining of the tunnels and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure as and when each ring is bolted up.

7. The station tunnels shall not have an internal diameter exceeding thirty feet and the tunnels between the stations shall not (except at crossovers) have an internal diameter exceeding thirteen feet. Diameter of tunnels.

8. In the construction of the works by this Act authorised but subject to the provisions of this Act the Company may deviate laterally from the lines thereof shown on the deposited Power to deviate laterally.

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— Provided always that nothing in this section contained shall
authorise the Company to deviate from the said lines so that
any part of the works shall extend under the front wall
(above the street level) of any house or building abutting upon
any street under and along which the said works are 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.

Power to
deviate
vertically.

9. In the construction of the works by this Act authorised
but subject to the provisions of this Act the Company may
deviate vertically from the levels thereof marked on the deposited
sections to such an extent as may be found necessary or
convenient Provided always that nothing contained in this
section shall be deemed to authorise the Company to deviate
upwards from the rail level as shown on the deposited sections
to a greater extent than five feet.

Period for
completion
of works.

10. If the works by this Act authorised are not con-
structed 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 constructing the same shall cease except
as to so much thereof as is then constructed.

Limiting
powers of
Company to
make trial
borings.

11. Nothing in this Act contained shall be deemed to
authorise the Company to make trial borings in any part of a
public street or road not within the metropolitan borough of
Lambeth except with the consent of the metropolitan borough
council or the corporation as the case may be by whom such
part of such street or road is maintained.

As to cesser
of working.

12. The Company may during the construction of the works
by this Act authorised or of any works incidental or ancillary
thereto wholly or partially stop or suspend the working or user
of their railway or any portion thereof without being subject to
any liability penalty or forfeiture by reason or in consequence
of any such stoppage or suspension.

As to inter-
ference with
certain
streets at
Clapham.

13.—(1) Subject to the provisions of this Act the Company
for the purpose of constructing the works by this Act authorised
and works and conveniences connected therewith may enter upon

and temporarily open up the surface of the roadways and footways of Clapham Road (from a point 50 yards or thereabouts south of Lansdowne Road to Portland Place) North Lansdowne Road Stockwell Park Road and Portland Place South. A.D. 1913.

(2) Seven days before entering upon breaking up or interfering with any public streets or roads under the powers of this section the Company shall serve notice in writing on the Commissioner of Police of the metropolis and make such arrangements with him as may be necessary so as to cause as little interference with the traffic as may be reasonably possible.

14. The Company may subject to the provisions of this Act use for the discharge of any water pumped or found by them during the construction of the works by this Act authorised the River Thames or any available stream or watercourse or any sewer or drain of the council or the council of the metropolitan borough of Lambeth and for that purpose may lay down take up and alter conduits pipes and other works and make any convenient connexions with any such river stream watercourse sewer or drain within the limits of deviation shown on the deposited plans : As to use of
sewers &c.
for removing
water.

Provided that nothing in this section shall authorise the Company to interfere with the surface of any street or road elsewhere than in the metropolitan borough of Lambeth :

Provided also that the Company shall not make any opening into any such sewer or drain save in accordance with plans reasonably approved by and under the superintendence (if the same shall be given) of the council or the council of the said metropolitan borough as the case may be in whom the sewer or drain shall be vested :

Provided further that the Company shall not make any openings in or discharge water directly into any sewer of the council or into any sewer communicating therewith except with the consent of the council (which consent shall not be unreasonably withheld) and subject to such reasonable conditions as to the making number and position of such openings the quantity of water to be discharged the time of such discharge and otherwise as may be prescribed by the council.

15. 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 works authorised by this Act. Limitation of
pumping.

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Company
may acquire
easements
only under
lands.

16.—(1) With respect to the properties (other than public streets or roads) shown on the deposited plans and described in the deposited book of reference and notwithstanding anything contained in this Act or the said plans the Company shall not (except by agreement) 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 by the Company sell to them an easement or right of using the subsoil or undersurface thereof for the purposes of their undertaking.

(2) The provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of user except that notwithstanding anything in the said Acts contained such easement or right of user shall not in any case be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and except that any question of disputed purchase money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts.

Restricting
powers of
Company as
to acquiring
working
class dwell-
ings.

17. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not under the powers of this Act purchase or acquire any house or houses which on or after the fifteenth day of December last were occupied either wholly or partially by thirty or more persons of the working class whether as tenants or lodgers.

In this section the expression “working class” has the same meaning as is assigned thereto by the Housing of the Working Classes Act 1903.

Costs of
arbitration
in certain
cases.

18. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge

of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section. A.D. 1913.

19. The provisions contained in the sections of the Act of 1903 which are mentioned or referred to in the First Schedule to this Act shall so far as applicable extend and apply to the works by this Act authorised as fully to all intents and purposes as if those provisions had been expressly re-enacted in this Act with reference thereto and in construing such provisions for the purposes of this Act the expression "railway" where used therein shall be deemed to mean the said works Provided that for the purposes of the application of section 72 of the Act of 1903 to this Act the expression "the protected companies" in such section shall mean and include in addition to the several companies and councils therein mentioned the Metropolitan Water Board the council of the metropolitan borough of Shoreditch and the Charing Cross West End and City Electricity Supply Company Limited. Incorporating certain provisions of Act of 1903.

20.—(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 of the Company (including the working of lifts and any other works in connexion 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 not later than two years from the time when the Company first run trains Compensation for damage by working.

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A.D. 1913. composed of the larger rolling stock referred to in the preamble of this Act on that part of their railway where the alleged injurious affection shall have occurred 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.

Provisions
as to joint
claims
against
Company
and Metro-
politan
Railway
Company.

21.—(1) If the Metropolitan Railway Bill of the present session shall pass into law and the railway proposed by the said Bill be sanctioned then if any premises shall be injuriously affected by the working of the Company's railway (including any lifts or any works in connexion with that railway under the powers of this Act) or by the construction of any works under the powers of this Act or by the construction or working of the said railway or of any of the works authorised by the Act passed in pursuance of the said Bill and the owner lessee or occupier of the said premises shall be in doubt by the construction or working of which of the said railways or works such injurious affection is wholly or partially caused such owner lessee or occupier may in one proceeding claim compensation against the Company and the Metropolitan Railway Company Provided that the arbitrator shall not as against either Company award any compensation for injury by working to be paid by that Company unless the claim was made within the respective periods within which claims for damage by working must be made under this Act and any Act passed in pursuance of the said Bill.

(2) Every such claim shall be referred to and 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 powers of the court or a judge under section 5 of that Act and such arbitrator shall subject to the provisions of this Act and any Act passed in pursuance of the said Bill determine whether the whole or any and what proportion of such compensation if any as he may award shall be paid by the Company and whether the whole or any or what proportion thereof shall be paid by the Metropolitan Railway Company.

22. The provisions of the sections of this Act of which the marginal notes are respectively "Provisions as to joint claims against Company and Metropolitan Railway Company" and "Compensation for damage by working" shall unless otherwise agreed in writing apply to any main pipe valve plug hydrant syphon or other apparatus of the Metropolitan Water Board the Gas Light and Coke Company and the South Metropolitan Gas Company as if the same were expressly included in the premises lands houses and buildings protected by such sections respectively.

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For protection of Metropolitan Water Board Gas Light and Coke Company and South Metropolitan Gas Company.

23. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Company apply and have effect (that is to say):—

For protection of Metropolitan Water Board.

- (1) If under the powers of this Act the reservoir of the board situate at or near Pentonville Road and known as the Claremont Square Reservoir shall be damaged or injured by the construction of any works under the powers of this Act the Company shall indemnify the board against all loss damage costs expenses claims and demands which the board may sustain or incur by or in consequence of any such damage or injury:
- (2) Nothing contained in this Act shall be deemed to deprive the board of the benefit of section 68 of the Act of 1903 and the expression in that section "the railway by this Act authorised" shall mean the railway of the Company as altered under the powers of this Act:
- (3) Section 72 of the Act of 1903 as extended and applied by this Act to the works by this Act authorised shall in its application to the board be read and have effect as if the period of twenty-one days were substituted for the period of fourteen days referred to in subsections (1) and (2) of that section and as if the period of fourteen days were substituted for the period of seven days in the said subsection (1) and as if a reference to the President of the Institution of Civil Engineers were substituted for the reference to the Board of Trade in subsection (8) of the said section and the provisions of this section shall subject as aforesaid be in addition to and not in substitution for

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or derogation of the provisions of the said section 72 or any other provision of this Act to the benefit of which the board would otherwise be entitled:

- (4) The Company in executing any works under this Act or in removing raising sinking or otherwise altering the position of any mains pipes valves hydrants plugs or other works or apparatus (in this section referred to as "apparatus") of the board shall make good all damage done by them to the apparatus or other property of the board and shall make reasonable compensation to the board for any loss or damage which they may sustain and shall indemnify the board against all costs expenses claims and demands by reason of or arising out of any interference with their apparatus or property:
- (5) The Company shall not cause the level of any street or road to be lowered nor the position of any apparatus of the board to be altered so as to leave over such apparatus a covering of less than three feet or more than five feet:
- (6) The Company shall not except by arrangement with the board execute or do any work which will involve any interference with the continuous supply of water by the board:
- (7) If any difference shall arise under this section between the Company and the board or their respective engineers such difference shall be settled in accordance with the provisions of subsection (8) of the said section 72 as modified by this section.

Supervision
of works by
corporation.

24. The works by this Act authorised 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 clerk of works inspectors and watchmen as they may think fit:

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.

25. For the protection of the corporation being the owners or reputed owners of London Bridge the Mansion House and the Monument (in this section respectively referred to as "the protected property") the following provisions shall unless otherwise agreed apply and have effect in relation to the exercise of the powers conferred by this Act upon the Company (that is to say):—

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For pro-
tection of
London
Bridge &c.

- (1) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere with either permanently or temporarily any part of the protected property:
- (2) The corporation may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the works within two hundred feet of the protected property during construction and the Company shall give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the protected property the Company shall forthwith adopt such additional measures and precautions as may be considered necessary for the purpose of preventing damage or injury thereto and in the event of any difference arising between the corporation and the Company with reference thereto such difference shall be settled by arbitration as herein-after provided The reasonable charges of the engineer architect or surveyor in relation to any of the matters referred to in this subsection shall be paid by the Company:
- (3) The Company shall not underpin or strengthen any part of the protected property unless the engineer or architect appointed by the corporation shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the Company's cost and risk and section 77 of the Act of 1903 as incorporated with this Act shall not extend or apply to the protected property If any difference shall arise between the Company and such engineer or architect as to the necessity of or the

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mode of effecting such underpinning or strengthening the same shall be determined by arbitration as herein-after provided :

- (4) Any difference by the foregoing provisions of this section required to be determined by arbitration shall be referred to an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party whose decision shall be final and the cost of such reference and of the award shall be borne as such engineer shall direct :
- (5) The Company shall pay to the corporation compensation for all damage or injury of every description which may arise to the protected property by or from the construction of the works by this Act authorised and the working of the Company's railway and the corporation may claim and receive and recover such compensation from the Company notwithstanding that no part of the protected property is actually taken. Any question of disputed compensation under this subsection 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 powers of the court or a judge under section 5 of that Act.

For protection of metropolitan borough of Bermondsey.

26. For the protection of the council of the metropolitan borough of Bermondsey (in this section called "the borough council") the following provisions shall unless otherwise agreed between the Company and the borough council have effect (that is to say):—

In the event of the Company desiring to use for the discharge of any water pumped or found by them during the construction of the works authorised by this Act the sewers or drains of the borough council any opening into any such sewers or drains shall be made either by the borough council or the Company as the borough council shall think fit at the expense of the Company and if the borough council require the construction or fixing of any apparatus for the protection of any of its

sewers so to be used any such apparatus shall be provided
constructed and fixed by and at the expense of the
Company to the reasonable satisfaction of the borough
council's engineer. A.D. 1913.

27. For the protection of the council of the metropolitan borough of Finsbury (in this section called "the borough council") the following provisions shall unless otherwise agreed between the Company and the borough council have effect with respect to such of the works as are to be made and such of the powers of the Company as are to be exercised under this Act within the said borough:—

For pro-
tection of
metropolitan
borough of
Finsbury.

- (1) The Company shall on demand pay to the borough 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 borough 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 borough council are by this Act or any Act relating to the Company required or permitted to do :
- (2) In case any part of any street place or pavement 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 or operations 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 themselves make good the same 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 :
- (3) The Company may use for the discharge of any water pumped or found by them during the construction of the works by this Act authorised any sewer or drain of the borough council but so as not to damage or obstruct the same or to cause such sewer or drain to become waterlogged but the necessary connexion with such sewer or drain shall be made by the

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borough council or by the Company as the borough council shall think fit at the cost of the Company and in accordance with plans agreed upon between the engineers of the borough council and the Company:

- (4) It shall not be lawful for the Company to place any hoarding on any part of any public way except for such period as may be necessary during the execution of the works by this Act authorised and then only in such manner and for such period as shall be reasonably necessary for the purpose of the said works and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 or any amendment thereof:
- (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 making trial borings in good and substantial repair in every respect to the satisfaction of the borough council for two years after the same have been so restored:
- (6) If any difference shall arise between the borough council and the Company under or in respect of any of the provisions of this section such difference shall be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of metropolitan borough of Islington.

28. With reference to so much of the works by this Act authorised as will be made within the metropolitan borough of Islington the following provision for the protection of the council of the said borough (in this section called "the borough council") shall unless otherwise agreed between the Company and the borough council be observed and have effect (that is to say):—

In the event of the Company desiring to use for the discharge of any water pumped or found by them during the construction of the works authorised by this Act the sewers or drains of the borough council any opening into such sewers or drains shall be made either by

the borough council or the Company as the borough council shall think fit at the expense of the Company and if the borough council require the construction or fixing of any apparatus for the protection of any of its sewers so to be used any such apparatus shall be provided constructed and fixed by and at the expense of the Company to the reasonable satisfaction of the borough council's engineer.

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29. With reference to so much of the works by this Act authorised as will be made within the metropolitan borough of Lambeth the following provisions for the protection of the council of the said borough (in this section respectively referred to as "the borough council" and "the borough") shall unless otherwise agreed between the Company and the borough council be observed and have effect (viz.):—

For protection of metropolitan borough of Lambeth.

- (1) The Company shall not make any permanent approach to the railway or any permanent tunnel shaft or other work in such a manner as to interfere after the completion thereof with the carriageway or footway of any street in the borough but the Company may make and during the construction and until the completion of the works but no longer maintain temporary shafts or openings from the surface of the streets referred to in the section of this Act of which the marginal note is "As to interference with certain streets at Clapham" in such position of such dimensions and character and in accordance with such conditions as to the removal or closing thereof and otherwise as may be reasonably prescribed by the borough council and if the Company shall fail to observe any of the conditions under which the making of any temporary shaft or opening shall have been permitted or shall fail to remove or close the same within the period prescribed for that purpose by the borough council the Company shall be liable to a penalty of not exceeding twenty pounds for such default and to a further penalty of not exceeding twenty pounds for every day on which such default shall continue which may be recovered by the borough council and without prejudice to any other remedy the borough council may forthwith remove and close

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any such temporary shaft or opening and the amount of all costs and expenses incurred by them in so doing shall be recoverable by them from the Company in a summary way :

- (2) In giving their consent to any temporary shaft or opening the borough council may prescribe reasonable conditions as to the restoration of the street on the removal or closing of any shaft or opening and the materials to be used therein either by the Company or the borough council as the borough council may think fit and on any such removal or closing the borough council may restore and make up the street in such manner and with such materials as they may think fit and in any event all costs and expenses incurred by the borough council in restoring and making up the surface of the street and the materials thereof shall be recoverable by the borough council from the Company in a summary way :
- (3) All such shafts or openings shall at night and when otherwise requisite be lighted outside the hoardings to the satisfaction of the borough council :
- (4) The Company after the restoration of any opening in any road or street in the borough shall at their own expense keep and maintain such portion of the road or street as shall have been broken up by them in good and substantial repair in every respect to the reasonable satisfaction of the borough council for twelve months next after the same shall have been so restored as aforesaid :
- (5) In case any part of any street place or pavement in the borough or any sewer drain or work belonging to the borough council or under their control should sink or be in any way injuriously affected at any time by or in consequence of the works of the Company the borough council may repair such street place pavement sewer drain or 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 the injury and of their intention to do such repairs :

- (6) The Company shall on demand pay to the borough council A.D. 1913.
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 borough 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 borough council are by this Act required or permitted to do:
- (7) Any opening into any sewer or drain of the borough council made under the provisions of the section of this Act of which the marginal note is "As to use of sewers &c. for removing water" shall be made either by the borough council or by the Company as the borough council shall think fit and in such manner as the borough council may consider necessary and any costs and expenses incurred by the borough council in making such openings and in restoring and making good such openings as certified in writing by the borough council's engineer shall be recoverable by the borough council from the Company in a summary way :
- (8) Except as by this Act otherwise provided nothing in this Act contained shall extend or be construed to take away prejudice or lessen any of the powers rights privileges or authorities of the borough council:
- (9) Any difference which may arise under the provisions of this section between the borough council and the Company shall be from time to time referred to and determined by an engineer to be agreed upon 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 and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

30. For the protection of the mayor aldermen and councillors of the metropolitan borough of Southwark (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

For protection of metropolitan borough of Southwark.

- (1) The Company shall give to the council fourteen days' previous notice of their intention to commence any

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works within the metropolitan borough of Southwark (herein-after in this section referred to as "the borough") by leaving such notice at the town hall of the borough :

- (2) It shall be lawful for the engineer of the council from time to time to inspect the works by this Act authorised within the borough and the Company shall give to such engineer all necessary facilities for such inspection and if he shall be of opinion that the construction of the works within the borough are attended with danger to any property buildings sewer drain or work belonging to or under the jurisdiction or control of the council the Company shall adopt such measures and precautions as may be reasonably considered necessary by the said engineer for the purpose of preventing any damage or injury thereto :
- (3) No pipe main or apparatus for transmitting hydraulic power for any purposes other than those of the Company shall be constructed laid or placed in or upon so much of the works authorised by this Act as are situate in the borough by the Company or by any other company or person without the consent of the council :
- (4) The Company shall make full compensation to the council for any damage to interference with or subsidence of any carriageway footway sewer drain or other work vested in the council or under its jurisdiction or control which may be caused by or in consequence of any act or default of the Company their contractors servants or agents in connexion with the construction of the works by this Act authorised and whether such damage interference or subsidence shall happen during the construction of the said works or at any time thereafter :
- (5) The Company shall not deposit any subsoil or materials anywhere within the borough so as to cause any nuisance or obstruction to the council or any person using the streets roads or footways within the borough and if the Company their contractors servants or agents commit any breach of this subsection 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: A.D. 1913.

- (6) It shall not be lawful for the Company in the exercise of the powers of this Act to place any hoarding on any part of any public footway in the borough except for such period as may be necessary and then only in such manner as shall be reasonably necessary and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 or any amendment thereof:
- (7) All reasonable costs charges and expenses incurred by the council in removing any soil dropped on any road in contravention of the provisions of this Act in the execution of the said works shall on demand be paid by the Company to the council and be a debt due to the council:
- (8) When constructing any works under this Act under or within 50 yards of the arches under the approach to London Bridge belonging to the council such works shall be carried out in accordance with the reasonable requirements of the engineer of the council and under his supervision:
- (9) If any difference shall arise between the council and the Company under or in respect of any of the provisions in this section such difference shall be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

31. For the protection of the council of the metropolitan borough of Wandsworth (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect in respect to such of the works as are to be made and such of the powers of the Company as are to be exercised within the said borough:—

For protection of metropolitan borough of Wandsworth.

Nothing in this Act contained or shown upon the deposited plans or sections shall authorise without the council's consent the extension of the Company's railway beyond its

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existing terminus in or under South Side Clapham Common nor empower the Company to break open or in any way disturb the surface of any road street or highway in the metropolitan borough of Wandsworth.

For protection of Port of London Authority.

32. For the protection of the Port of London Authority (in this section called "the port authority") the following provisions shall unless otherwise agreed between the Company and the port authority have effect (that is to say):—

- (1) The Company shall not make any trial borings or execute or commence to execute any work whether permanent or temporary in the River Thames or on or under the bed shores or banks thereof except in accordance with plans elevations and sections to be approved by the port authority in writing under the hand of their secretary and deposited at their office and all such works shall be executed and performed to the reasonable satisfaction of the engineer of the port authority and so that the traffic of the said river shall not be interfered with more than may be absolutely necessary in the construction of the said works :
- (2) The Company shall not in constructing any works by this Act authorised so far as the same are under the bed or shores of the River Thames except with the approval of the port authority in writing under the hand of their secretary deviate upwards more than four feet from the levels of the said works as shown on the deposited sections :
- (3) Notwithstanding anything in this Act contained or shown on the deposited sections no part of the works by this Act authorised shall be so constructed as to prevent the port authority from deepening and dredging the River Thames to a depth of forty feet below the level of Trinity high water mark and notwithstanding anything contained in the Port of London Act 1908 the port authority shall not be liable to pay compensation in respect of any damage to any works by this Act authorised which may be caused by dredging to the depth aforesaid :

- (4) Notwithstanding anything contained in this Act or in the Acts incorporated herewith the compensation or consideration payable to the port authority in respect of the easements acquired under the powers of this Act and in respect of permanent or temporary works by this Act authorised in the River Thames or on or under the bed or shores thereof shall 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: A.D. 1913.
- (5) Nothing in this Act contained shall authorise or empower the Company without the previous consent of the port authority under the hand of their secretary to embank encroach upon or interfere with any part of the River Thames or the bed or shores thereof except according to plans elevations and sections approved by the port authority :
- (6) The Company shall not (except so far as shall be necessary in the construction of the works under the River Thames by this Act authorised) take any gravel soil or other material from the bed or shores of the River Thames without the previous consent of the port authority in writing under the hand of their secretary :
- (7) During the construction of any works whether temporary or otherwise or the making of any trial borings on the bed shores or banks of the River Thames and so long as any such works or borings are maintained the Company shall if so required by the port authority hang out and exhibit at or near to the said works or borings 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 port authority 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 :

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- (8) The works when commenced shall be proceeded with and completed as early as practicable and the Company shall upon reasonable notice in writing from the port authority 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 the Company failing to comply with the provisions of this subsection the port authority may remove such works and materials charging the Company with the reasonable expense of so doing and the Company shall forthwith repay to the port authority all expenses so incurred :
- (9) Nothing in this Act shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges liberties or franchises of the port authority or to prohibit defeat alter or diminish any power authority or jurisdiction which at the time of the passing of this Act the port authority did or might lawfully claim use or exercise under and by virtue of the Port of London Act 1908 or otherwise :
- (10) Nothing in this Act shall be deemed to authorise the Company to discharge any water into the River Thames or any stream or watercourse under the jurisdiction of the port authority except with the consent of the port authority :
- (11) Any difference which shall at any time arise between the port authority or their engineer and the Company or their engineer under this section including any difference as regards approval of plans elevations and sections or works shall be referred to and determined by an engineer to be agreed upon by the Company and the port authority or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply to such reference.

For pro-
tection of
Central

33. For the protection of the Central London Railway Company (in this section called "the Central London Company")

the following provisions shall unless otherwise agreed between the Company and the Central London Company be observed and have effect (that is to say):—

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—
London
Railway
Company.

- (1) In this section the expression "the Bank Station" means and includes the Bank Station of the Central London Company and the railway subways lifts and works connected therewith including the public subways staircases and approaches:
- (2) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not enter upon take use or interfere with either permanently or temporarily the railway of the Central London Company or the Bank Station without the consent in writing of the Central London 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 Central London Company which may be necessary for constructing the works by this Act authorised in accordance with the provisions of this section:
- (3) The Company shall twenty-eight days before they commence the construction of that part of the works by this Act authorised which shall or may be constructed under or over or adjacent to the Bank Station and for a distance of one hundred lineal feet on each side thereof furnish to the Central London Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under or over or adjacent to the Bank Station and for a distance of one hundred lineal feet on each side thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the Central London Company or in case of their failing to agree or of any difference arising between them the same shall be referred to arbitration 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

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the reasonable satisfaction of the engineer of the Central London Company and at the costs charges and expenses in all respects of the Company :

- (4) The Company shall at all times maintain the works by this Act authorised under or over or adjacent to the Bank Station in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Central London Company and if and whenever the Company fail so to do the Central London Company may make and do in and upon as well the railway and works of the Company as their own railways and works all such works and things as the Central London Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company The engineer of the Central London Company and his duly authorised assistants shall at all reasonable times have free access (at their own risk as to accidents) to the works by this Act authorised and every reasonable 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 so soon as possible be complied with by the Company :
- (5) If during and by the execution of the works by this Act authorised the railway of the Central London Company or the Bank Station 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 Central London Company may make good the same and recover the costs thereof against the Company and the Company shall if necessary and required by the Central London Company execute such protective works as their engineer shall reasonably require for ensuring the safety of such railway and station :
- (6) The Company shall not in making and maintaining the works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and

safe user of the Central London Company's railway and works or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the Central London Company's railway and works or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Central London Company for each such obstruction one hundred pounds by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue and so in proportion for any period of less than one hour: A.D. 1913.

- (7) All reasonable 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 who during the construction renewal or repair of the works by this Act authorised under or over or adjacent to the Bank Station shall bear and on demand shall pay to the Central London Company the reasonable costs charges and expenses of their engineer and assistants and the expense of the employment by the Central London Company of a sufficient number of inspectors or watchmen to be appointed by them for watching their 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 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:
- (8) If at any time the engineer of the Central London Company 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 Central London Railway or of the Bank Station the Company shall forthwith adopt such additional measures and precautions as the engineer of the Central London Company may consider necessary for the purpose of preventing damage or injury thereto:

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- (9) In the event of the Central London Company desiring to alter or extend their existing Bank Station the Company shall give to the Central London Company every reasonable facility for the execution of such alteration or extension :
- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Central London Company all costs losses damages charges and expenses which may be occasioned to the Central London Company or to any of their works or property or to the traffic on their railway or otherwise by reason of the construction or failure of the works by this Act authorised or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Central London Company from all claims and demands upon or against them by reason of such construction or failure or of any such act or omission :
- (11) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the Central London Company or with any requirement of the Central London Company or under the superintendence of their 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 Bank Station or the railway of the Central London Company or affect any claim by them for injury caused to their railway or the traffic thereon or demands of any other company person or persons using the same :
- (12) Any question by this section referred to arbitration and any difference which may arise between the Company and the Central London 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 be appointed on the application of either party by the President

of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such determination.

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34. For the protection of the Great Northern and City Railway Company or other the owner or owners for the time being of the Great Northern and City Railway (in this section called "the City Company") the following provisions shall unless otherwise agreed in writing between the Company and the City Company be observed and have effect (that is to say):—

For protection of Great Northern and City Railway Company.

(1) Notwithstanding anything shown on the deposited plans and sections or contained in this Act the Company shall not enter upon use or interfere with either permanently or temporarily any part of the railway of the City Company without the consent in writing of the City 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 City Company which may be necessary for constructing the works by this Act authorised in accordance with the provisions of this Act:

(2) The Company shall twenty-eight days before they commence the construction of any part or parts of the works by this Act authorised which shall or may pass under the railway and works of the City Company and for a distance of one hundred lineal feet on each side thereof furnish to the City Company proper and sufficient plans sections and specifications of the works so proposed to be constructed by the Company and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the City Company or in case of their failing to agree or of any difference arising between them the same shall be determined by an arbitrator to be appointed on the application of the Companies or either of them 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 of the City Company and at the costs charges and expenses in all respects

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of the Company Provided that if the City Company shall for a period of twenty-one days after such plans sections and specifications have been furnished to them neglect or refuse to approve the same or to state their reasonable requirements with respect thereto they shall be deemed to have approved thereof:

- (3) The Company shall at all times maintain the works by this Act authorised where the same are carried under the railway and works and conveniences connected therewith of the City Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the City Company and if and whenever the Company fail so to do the City Company may make and do in and upon as well the railway and works of the Company as their own railway and works all such works and things as may be necessary in consequence of such failure and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure properly incurred 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 City 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 of the City Company and his duly authorised assistants shall at all reasonable times have access (at their own risk as to accidents) to the works by this Act authorised at any place or places where the same are under the railway of the City Company and for a distance of one hundred lineal feet on each side thereof and every reasonable 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 practicable be complied with by the Company:
- (4) If during and by the execution of the works by this Act authorised the railway or any of the works or conveniences connected therewith of the City 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 City Company may make good the same and recover the reasonable costs thereof against the Company and the Company shall if necessary and required by the City Company underpin the railway and works of the City Company and execute such protective works as the engineer of the City Company shall reasonably require for ensuring the safety of the railway and works of the City Company :

- (5) The Company shall not in making and maintaining the works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and works of the City Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway and works of the City Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the City Company for each such obstruction fifty pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue and so in proportion for any period of less than one hour :
- (6) The Company shall during the construction of the works by this Act authorised under or adjacent to the railway and works of the City Company bear and on demand pay to the City 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 the works and conveniences connected therewith of the City 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 :
- (7) If it shall at any time appear to the engineer of the City Company either during the construction or after the completion of the works by this Act authorised

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that any further or other works or appliances are required either by way of addition to the existing works of the City Company or in connexion with the works by this Act authorised so as to prevent subsidence or injury happening to any of the railways or works of the City 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 engineer make and execute at their own expense such works as the said engineer shall reasonably require :

- (8) Notwithstanding anything contained in this Act or the agreement dated the third day of May one thousand nine hundred and two made between the Company of the one part and the City Company of the other part the Company shall not execute any work or do any act or thing which will in any way prevent or interfere with the full use and enjoyment by the City Company and the public using their railway of the joint station at Old Street or do or cause or permit to be done anything whereby the expense of maintaining working and managing the said joint station or the contribution of the City Company towards such expense is increased :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the City Company all costs losses damages and expenses which may be occasioned to the City Company in respect of their railway or their works lands or property connected therewith or caused to any person or persons using the same or otherwise by reason of the construction maintenance or failure of the works by this Act authorised or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the City Company from all claims and demands upon or against them by reason of such construction or failure as aforesaid and of any such omission :

(10) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the City Company or with any requirements of the City Company or under the superintendence of their 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 of the City Company or affect any claim by them for injury caused to their railway or the traffic thereon or demands of any other company person or persons using the same : A.D. 1913.

(11) Any question by this section referred to arbitration and any difference which may arise between the Company and the City Company as to the reasonableness of any requirement of the Company or of their engineer or otherwise under the provisions of this section 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 and the Arbitration Act 1889 or any statutory modification thereof shall apply to any such arbitration.

35. The following provisions for the protection of the Great Northern Railway Company (in this section 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 :— For protection 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 enlargement of tunnels and the works connected therewith (which enlargement of tunnels and works are in this section called "the authorised works") the Company may purchase and take and the Great Northern Company may and

twenty-one days after the submission of such plans sections and specifications as aforesaid the engineer neglects to approve or disapprove the same or to state his reasonable requirements in relation thereto he shall be deemed to have disapproved thereof and any difference arising on such plans sections and specifications shall be settled as hereinafter provided :

- (6) If at any time or times either before or during the construction or after the completion of the authorised 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 authorised works or any other works of the Company 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 authorised works or any other works of the Company 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 as may be reasonably necessary in that behalf at the costs charges and expenses of the Company but under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer and according to plans sections and specifications to be previously submitted to and reasonably 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 :
- (7) The Company shall at their own expense at all times maintain the authorised 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 plans sections and specifications so approved or settled as aforesaid

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to the reasonable satisfaction in all respects of the engineer and so as to leave undisturbed at all times 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 may be reasonably requisite in that behalf and the reasonable amount of their expenditure properly incurred 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 reasonableness of or necessity for such expenditure such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party by the Board of Trade:

- (8) The Company shall not in the execution maintenance or repair of any of their works enter upon the surface of any Great Northern property nor draw out any spoil or other material thereon 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 may be reasonably necessary for the purpose of avoiding risk to Great Northern property:
- (9) 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 reasonable costs of the engineer in connexion with the said works:

(10) 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 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 reasonable expenses thereof 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 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 :

(11) The consideration to be paid for any easement or right to be acquired by the Company under the powers of this Act shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for the purpose of any such determination the acquisition of such easement or right shall be deemed a taking of lands within the meaning of the enactments mentioned in the section of this Act of which the marginal note is "Incorporation of Acts" but notwithstanding anything in the said Acts contained such easement or right shall not in any case be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 :

(12) If any difference shall arise between the Company and the Great Northern Company under the provisions of this section such difference shall (except where otherwise provided) be settled by an arbitrator to be agreed upon between the parties or in case of difference

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to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of London and North Western Railway Company.

36. The provisions of section 66 (For protection of London and North Western Railway Company) of the Act of 1903 shall so far as applicable extend and apply to the exercise by the Company of the powers conferred by this Act and in construing the said provisions for the purposes of this Act the expression "railway" in the said provisions shall be deemed to mean the works by this Act authorised so far as the same will be under so much of Drummond Street as is situate to the west of Seymour Street :

Provided always that notwithstanding this application of the said provisions the Company may without obtaining the consent of the London and North Western Railway Company in constructing the said portion of the said works deviate upwards from the level of the rail as shown on the deposited sections to any extent not exceeding two feet and the Company may lengthen the existing Euston Station tunnel to an extent not exceeding 60 yards provided that such lengthening of the Euston Station tunnel shall be executed so that the means of communication between the respective systems of the Company and of the London and North Western Railway Company shall not be in any way prejudiced or rendered less convenient than they are at the date of the passing of this Act and shall be subject in all respects to the aforesaid provisions of the Act of 1903.

For protection of Metropolitan and Metropolitan District Railway Companies.

37. For the protection of the Metropolitan Railway Company and the Metropolitan District Railway Company (in this section 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 (in this section called "the City Lines Railway") but this provision shall not be deemed to prohibit the Company from constructing the enlargement of their tunnels and lengthening of station tunnels by this Act authorised

and of acquiring such easement or right of using the subsoil under the City Lines Railway and works connected therewith as may be necessary for that purpose subject to and in accordance with the provisions of this Act 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 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 a deep level railway 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

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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) The Company's tunnels as enlarged under the powers of this Act where the same pass under or within fifty yards of the City Lines Railway shall not be nearer to each other than a distance of three feet measured from the external line of the workings of each tunnel :
- (6) 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 save for the purpose of removal as herein-after provided 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 be removed except so far as the same is actually required in the judgment of the engineers of the two companies to be removed for the purpose of constructing the enlargement of the Company's tunnels and lengthening of station tunnels or at any time after the completion of the said works for any purpose whatsoever without the previous consent in writing of the two companies :
- (7) 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 works by this Act authorised as shall be situated under the same pending the decision of an arbitrator to be appointed as herein-after mentioned: A.D. 1913.

- (8) In the event of any such stoppage as aforesaid and the confirmation thereof by such arbitrator the future construction of the said works by this Act authorised 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:
- (9) The Company shall at all times maintain the said works by this Act authorised 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:
- (10) 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

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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 works or the exercise of the powers by this Act authorised:

- (11) If during the execution of the said works by this Act authorised the City Lines Railway or any of the abutments and works or conveniences connected therewith or other property herein-before 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:
- (12) The Company shall not in making and maintaining working or using the said 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 the said extension railway thereunder or any traffic thereon shall be 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:
- (13) During the construction of the 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 : A.D. 1913.

(14) 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 works by this Act authorised and 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 exercise of the powers conferred by this Act :

(15) 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 of the Company contained in this Act for the protection of owners of property :

(16) 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 provisions next herein-after contained shall be borne and paid by the Company and all fees

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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:

- (17) 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 of the Institution of Civil Engineers whose decision shall be final upon the matters so referred and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference:
- (18) 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 building or other property belonging to or vested in the two companies:
- (19) Nothing in this section shall prejudice or affect the application of section 65 of the Act of 1903 to Railway No. 2 and the subways by that Act authorised or the rights and remedies of the two companies under that section.

For protection of Metropolitan Railway Company.

38. Whereas the works by this Act authorised include the enlargement of the tunnels of—

(A) The railway authorised by the City and South London Railway Act 1893 (in this section called "the Act of 1893"); and

(B) The Railway No. 1 authorised by the Act of 1903:

Therefore the following provisions shall notwithstanding any- A.D. 1913.
thing contained in this Act or shown on the deposited plans or
sections unless otherwise agreed have effect for the protection
of the Metropolitan Railway Company (in this section called
“the Metropolitan Company”) (that is to say):—

(1) The Company shall not (except as herein-after provided)
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 Metro-
politan Company or any lands works or other property
vested in the Metropolitan Company but the Com-
pany may purchase and take and the Metropolitan
Company may and shall sell and grant accordingly
an easement or right of using so much of the soil as
belongs to the Metropolitan Company and as may be
necessary for the construction and maintenance in
accordance with the provisions of this Act of the
works by this Act authorised and for the purposes
of the Lands Clauses Consolidation Acts any such
easement shall be deemed to be land Provided that
nothing in this subsection shall apply to the under-
taking of the Great Northern and City Railway
Company which may be transferred to or vested in
the Metropolitan Company under or by virtue of
any Act passed in pursuance of the Bill promoted by
the Metropolitan Company in the present session of
Parliament:

(2) Section 66 of the Act of 1893 and section 64 (other than
and except subsection (4)) of the Act of 1903 are
incorporated with and form part of this Act and shall
so far as applicable extend and apply respectively to
such part of the works by this Act authorised as
relate to the respective portions of the railway of
the Company referred to in the said sections as fully
and effectually to all intents and purposes as if those
provisions had been repeated and expressly re-enacted
in this Act with reference thereto:

Provided that in the application of the said section 64
to this Act subsection (3) thereof shall be read as if
44 feet were mentioned therein instead of 46 feet.

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Provisions
operative if
pending
Metropolitan
Railway
Bill pass
into law.

39. Whereas a part of the works authorised by this Act is proposed to be constructed under the same streets as the railway proposed to be authorised by the Metropolitan Railway Bill of the present session being Railway No. 4 in the said Bill as originally deposited in Parliament (therein and in this section referred to as "the railway") Therefore if the said Bill shall pass into law in the present or next following session of Parliament and the railway shall be sanctioned the following provisions shall unless otherwise agreed have effect for the protection of the Metropolitan Railway Company (in this section referred to as "the Metropolitan Company") :—

- (1) The Company shall not in constructing their works under the streets along which the Metropolitan Company may be authorised to construct the railway between a point under the commencement of the railway near the Moorgate Street Station of the Company and a point under the southern termination of Finsbury Pavement deviate vertically upwards from the levels shown on the deposited sections to a greater extent than two feet and between that point and the termination of the railway to a greater extent than five feet :
- (2) The Company shall so construct their works along the said streets as not to interfere with the safe and proper construction of the railway and works connected therewith in such manner and subject to such conditions as may be defined by the Act authorising the construction of the railway :
- (3) Any difference arising between the Company and the Metropolitan Company under this section shall be referred to an arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-
tion of
Midland
Railway
Company.

40. For the protection of the Midland Railway Company (in this section called "the Midland Company") the following provisions shall unless otherwise agreed be observed and have effect :—

- (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 railways lands property and works belonging to the Midland Company : A.D. 1913.

Provided that nothing in this subsection contained shall be deemed to prohibit the Company from acquiring an easement under the railways lands property and works of the Midland Company which may be necessary for the construction of the enlargement of the tunnels 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 enlargement of the tunnels and works as shall or may pass under or affect the railways lands property 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 the Midland Company's principal engineer (in this section called "the said principal engineer") and notwithstanding anything on the deposited plans such enlargements of the tunnels and all works necessary or incident to the construction thereof or affecting the railways lands property and works of the Midland Company shall be constructed only according to such plans sections and specifications so approved by the said principal engineer and in such manner as shall be approved by 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 works of the enlargement of the tunnels 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 enlargement of the tunnels so as to prevent subsidence or injury

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happening to the railways lands property and works 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 the event of any dispute arising between the Company and the Midland Company as to the necessity for the execution of 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 enlargement of the tunnels by this Act authorised and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the railways lands 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 and uninterfered with at all times the railways lands property and 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 or necessary and the sum from time to time certified by the said 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) In constructing the enlargement of the tunnels and works by this Act authorised where the same will pass under or affect the railways works and property of the Midland Company the Company shall not construct the tunnels between stations of a greater internal diameter than thirteen feet nor the lengthening (if any) of the King's Cross Station tunnels of a greater internal diameter than twenty-one feet three inches and shall not deviate laterally to a greater extent than one foot or vertically to a greater extent than three feet from the centre lines and rail levels respectively of the tunnels as existing at the date of the passing of this Act without the consent in writing of the Midland Company and the Company shall not without the consent in writing of the Midland Company lengthen the King's Cross Station tunnels so as to extend more than forty yards in a westerly direction from the Midland Company's boundary at the west side of Pancras Road:
- (6) If during the execution of any of the works herein-before referred to the said railways of the Midland Company or any of the lands property and works connected therewith respectively 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 from the Company:
- (7) The Company shall not in making and maintaining the enlargement of the tunnels 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 and make good to the Midland Company all loss damages and expenses to which that company may be put in consequence of such obstruction or interference:

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(8) During the construction of the enlargement of the tunnels 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 lands property and works and conveniences connected therewith with reference to and during the execution of the enlargement of the tunnels 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:

(9) 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 lands property and works of the Midland Company or to any person or persons using the said railways lands property and works by reason of the construction or failure of the enlargement of the tunnels and works or any of them by this Act authorised or 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.

For protection of South Eastern Railway Company London Chatham and Dover Railway Company South Eastern and Chatham Railway Companies'

41. For the protection of the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies' Managing Committee and the London Brighton and South Coast Railway Company (herein-after respectively called "the railway company") the following provisions shall unless otherwise agreed apply 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 without the previous consent in writing of the railway company under their common seal enter upon take use or in any way alter or interfere with either temporarily or permanently any lands or property of the railway company but the Company may purchase and take and the railway company shall and they are hereby authorised to sell and grant accordingly an easement under or right of using so much of the subsoil of any lands and property of the railway company as may be required by the Company for the purposes of this Act The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

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Managing
Committee
and London
Brighton
and South
Coast Rail-
way Com-
pany.

- (2) Before commencing the construction or alteration of any works by this Act authorised within two hundred feet of any of the railways works or property of the railway company the Company shall deliver to the railway company whose railways works or property or any part thereof shall be within such distance plans and sections of the works proposed to be executed (in this section called "the works") with specifications in writing describing the proposed manner of executing the same and if at the expiration of twenty-one days from such delivery the plans sections and specifications shall not be approved by the engineer of the railway company so affected as aforesaid (in this section referred to as "the engineer") there shall be deemed to be a difference and such difference shall unless otherwise agreed between the engineer and the engineer of the Company be settled in manner herein-after provided and pending the settlement of such difference the Company shall not proceed with any portion of the works as aforesaid without the consent in writing of the engineer :
- (3) In the event of the plans sections and specifications being approved by the engineer the works shall be executed in accordance therewith under the superintendence and to the reasonable satisfaction of the engineer and in such manner as to avoid injury to

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the railway company's railways works and property by settlement or otherwise and all alterations shall be so carried out as to avoid interference with or damage to the said railways works and property of the railway company :

- (4) If it shall at any time appear to the engineer either during the construction or after the completion of the works that any further or other works or appliances are required either by way of underpinning any property belonging to the railway company or by way of addition to the existing works of the railway company so as to prevent injury happening to the railways works and property of the railway company by reason or in consequence of the execution of the works the Company shall on being required so to do by notice in writing under the hand of the engineer make and execute such works as the engineer shall reasonably require and such works shall be carried out under the supervision and to the reasonable approval of the engineer at the expense in all respects of the Company :
- (5) The Company shall construct and at all times maintain the works and all other works incidental thereto and affecting the railways works and property of the railway 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 engineer and so as at all times to leave the railways works and property of the railway company undisturbed and if and whenever the Company fail so to do after fourteen days' notice in writing to be given by the railway company to the Company the railway company may make and do in and upon as well the lands and railway of the Company as their own lands all such works and things as the railway company may reasonably think requisite and the sum from time to time certified by the engineer to be the reasonable amount of their expenditure properly incurred in that behalf shall be repaid to them by the Company :

- (6) The Company shall execute all protective works within the powers of the Company and take such other precautions as shall be reasonably required by the engineer for ensuring the safety of the railways works and property of the railway company and such protective works when commenced shall be proceeded with without cessation :
- (7) During the construction of the works within 200 feet of the railway works and property of the railway company the Company shall bear and on demand pay to the railway 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 railways works and properties and other works and conveniences connected therewith with reference to and during the execution of the 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) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railways in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or to be used on the railways of the railway company or with the currents in such circuits :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the railway company all costs charges losses damages and expenses which may be occasioned to the railways works and property of the railway company and to any future works constructed by the railway company pursuant to statutory powers already conferred and to any person using the said railways works and property and the said future works by reason of the construction or failure of the works or of any act or omission of the Company in relation thereto or of any person or persons in their employ or of their contractors or others and the Company

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shall effectually indemnify and hold harmless the railway company from all claims and demands upon or against them by reason of such execution failure or omission or in respect of any damage caused to the users of their railway and the approval by the engineer of any plans sections drawings or specifications or the supervision of any works by the engineer shall not exonerate the Company from any liability for damage caused to the railways works and property of the railway company or affect any claim by the railway company for injuries caused to their said railways works and property:

- (10) The Company shall not in making and maintaining the works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railways works and properties of the railway company or any traffic thereon or with the access to such railways works and property and if at any time or times hereafter the free and uninterrupted and safe user of the railways works and property of the railway company or any traffic thereon or the access to such railways works and property shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the railway company all costs and expenses to which they may be put as well as full compensation for the loss sustained by them by reason of any such interruption or interference:
- (11) Any difference which may arise under the provisions of this section between the Company and the railway company or as to anything to be done or not to be done thereunder shall be referred to and determined by an engineer to be agreed upon between the Company and the railway company 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 and the Arbitration Act 1889 shall apply to any such reference.

For protection of Regents Canal and Dock Company.

42.—(1) The provisions of section 62 (For the protection of the North Metropolitan Railway and Canal Company) of the City and South London Railway Act 1893 shall apply to the enlargement of the tunnels of the Company's railway and

other works by this Act authorised and to the powers conferred on the Company with reference to any such works or the acquisition of any property of the Regents Canal and Dock Company (in this section called "the canal company") so far as any such works may be situate beneath or may in any way affect any lands or property of the canal company and shall apply to the Company and the canal company in reference thereto in the same manner and to the same extent as if such provisions had been expressly re-enacted in this Act in reference to the works and powers by this Act authorised. Provided that for the purposes of this Act the words "Regents Canal and Dock Company" shall be read in place of the words "North Metropolitan Railway and Canal Company" where used in the said section and subsection (4) of the said section shall be read and have effect as if the words "relating to the canal company" had been inserted therein instead of the words "now passed amending or varying the same."

(2) In constructing the works by this Act authorised where the same are situate beneath the Regents Canal the Company shall not deviate vertically from the levels thereof as shown on the deposited sections to a greater extent upwards than two feet.

(3) The Company shall not construct or place any works whether of a permanent or a temporary character other than the enlarged tunnels on any part of the property of the canal company.

43. The following provisions for the protection of the several buildings and premises described in the schedule to this section and for the benefit and protection of the respective owners of such buildings and premises as therein mentioned (each of which owners is in relation to his said buildings and premises in this section included in the expression "the owner") shall unless otherwise agreed in writing between the Company and the owner be observed and have effect (that is to say):—

For protection of owners of certain premises.

(1) In this section—

The expression "the protected premises" means in each case the buildings and premises of the owner or any other buildings and erections at any time on the site thereof and includes any vaults arches cellars works and conveniences belonging to or held with such buildings and premises;

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The expression "the prescribed distance" means a distance of one hundred feet measured horizontally from any part of the protected premises or from the subsoil thereunder;

The expression "the enlarged railway" means the Company's railway as altered or enlarged in whole or in part under the powers of this Act:

- (2) The Company their contractors officers or servants shall not for any purpose whatever (save for the purpose of underpinning in accordance with the provisions of this section) enter upon take use or interfere with either permanently or temporarily any part of the structure of the protected premises:
- (3) The Company shall not within the prescribed distance construct any works whatever except only an enlargement of the two tunnels of the Company's railway which enlargement shall not be carried out otherwise than in accordance with and subject to the provisions of this section (namely):—
 - (A) The centre lines of the enlarged tunnels shall not be deviated laterally more than one foot from the centre lines of the existing tunnels;
 - (B) In the case of each tunnel until the new lining has been inserted in the enlarged tunnel the Company shall to the reasonable satisfaction of the engineer as herein-after defined take all such steps as may be requisite in order to prevent the surface of such soil remaining exposed longer than is absolutely unavoidable;
 - (C) In all other respects the enlargement of the two tunnels shall be constructed strictly in accordance with the provisions of the section of this Act of which the marginal note is "General provisions as to mode of construction":
- (4) The Company before commencing any work within the prescribed distance shall give to the owner not less than twenty-one days' notice in writing of their intention so to do accompanied by plans and sections of all works proposed to be executed within the prescribed distance:

- (5) The owners may from time to time jointly appoint a competent engineer to be agreed upon by the Company and the owners or failing agreement among the owners or between the owners and the Company appointed by the President of the Institution of Civil Engineers (in this section called "the engineer") who may inspect any works constructed under the powers of this Act within the prescribed distance during the construction thereof and the Company shall give the engineer all reasonable facilities for such inspection and if he shall be of opinion that the construction of such works or other operations of the Company within the prescribed distance are attended with danger to the protected premises the Company shall forthwith at their own expense execute all such temporary or other works as may be reasonably necessary for the purpose of preventing damage or injury to the protected premises: A.D. 1913.
- (6) The Company shall not under the powers of this Act underpin or strengthen the protected premises unless such underpinning or strengthening be reasonably necessary for the protection of such premises and in the event of any such underpinning or strengthening being agreed upon by the Company and the owner or being determined upon by arbitration as hereinafter provided the same shall be carried out under the supervision (if given) of the architect of the owner and at the Company's cost and risk:
- (7) All claims for compensation in reference to the protected premises whether under the provisions of the Acts incorporated herewith or under this section 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 that Act:
- (8) If any difference shall arise between the Company or their engineer on the one hand and the owner or the engineer on the other hand as to the necessity for or character of any works referred to or as to

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any other matter arising under the provisions of this section the same shall be referred to and settled by an arbitrator to be agreed upon between the owner and the Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference :

(9) The Company shall on demand pay to the owner the reasonable costs of and relating to the inspection by the engineer under the provisions of this section.

SCHEDULE.

Protected Premises.	Owner.
Nos. 1 and 5 Moorgate Street and Nos. 3 and 4 Lothbury.	Northern Assurance Company Limited.
No. 2 Moorgate Street and Founders Court.	Sir Alexander Hargreaves Brown Baronet Lawrence Edlmann Chalmers Edward Clifton Brown and Montagu Collet Norman.
Nos. 3 4 and 5 Princes Street - } Nos. 2 to 9 St. Mildred's Court - }	The Goldsmiths Company.
Nos. 34 36 and 38 Finsbury Pavement and the warehouse in the rear thereof.	Guests Estates Limited.
No. 4 Moorgate Street - - -	The British Bank of South America Limited.
Nos. 13 and 15 Moorgate Street - -	The Metropolitan Life Assurance Society.
No. 17 Moorgate Street - - -	The Corporation of Foreign Bondholders.
Nos. 30 32 34 and 35 Moorgate Street } Nos. 133 135 137 and 139 Finsbury } Pavement - - - - - }	The Star Assurance Society.
Nos. 88 89 and 90 Chiswell Street - }	Hugh Morrison.
Basildon House Moorgate Street -	Worshipful Company of Clothworkers.
Nos. 6 8 10 20 22 30 32 Moorgate Street premises at rear of Nos. 20 to 28 Moor- gate Street Nos. 1 2 3 and 4 Moorgate Street Buildings and Nos. 7 to 11 and 15 and 16 Telegraph Street.	
Nos. 36 40 42 44 and 46 Moorgate } Street - - - - - }	
The premises in rear thereof known as Cross Keys Court - - - - - }	Ocean Accident and Guarantee Corpora- tion Limited.
The premises known as Moorgate Court No. 60 Borough High Street in the county of London - - - - - }	
Nos. 12 18 and 20 Moorgate Street - }	
Nos. 17 and 18 Telegraph Street in the } City of London - - - - - }	Royal Mail Steam Packet Company.
Nos. 14 and 16 Moorgate Street - - }	Royal Mail Steam Packet Company. The Worshipful Company of Weavers.

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Protected Premises.	Owner.
No. 24 Moorgate Street - - -	Licenses Insurance Corporation and Guarantee Fund Limited.
Nos. 34 36 40 42 and 44 on east side of Moorgate Street and Nos. 45 47 49 51 and 53 on west side of Moorgate Street - - -	The Worshipful Company of Innholders of the city of London.
Nos. 72 and 73 Coleman Street Coleman Street Buildings - - -	
No. 48 Moorgate Street - - -	
Nos. 56 58 and 60 Moorgate Street and Cross Keys House.	Gerard John Mathieson.
Grocers Hall and - - - -	The Worshipful Company of Weavers.
Nos. 6 7 and 8 Princes Street - - -	
No. 4 Moorgate Street - - - -	The Worshipful Company of Grocers.
Oak Wharf City Road - - - -	The Worshipful Company of Mercers.
Nos. 1 to 7 (inclusive) and 9 Graham Street - - - -	The County of London Electric Supply Company Limited.
Nos. 263 265 267 and 269 City Road	
Nos. 2 4 and 6 City Garden Row - - -	
	The heirs successors in title and assigns respectively of the persons above mentioned and the lessees of all such persons.

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

For protection of Governor and Company of Bank of England.

(1) In this section the expression "Bank of England" means and includes the premises known as the Bank of England Threadneedle Street and situated between that street Princes Street Lothbury and Bartholomew Lane and the offices cellars and premises connected therewith and the expression "Bank premises" means and includes the Bank of England and the houses being numbers 1 to 7 (inclusive) Bank Buildings and the National Debt Office number 19 Old Jewry situate in the parish of the city of London and belonging or reputed to belong to and occupied by the Bank or its tenants:

(2) The Company shall not enter upon take use or interfere with either permanently or temporarily any part of the Bank premises without the consent of the Bank in writing:

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—

- (3) Notwithstanding anything shown on the deposited plans the Company shall not without the consent of the Bank in writing carry out any works (except the enlargement and adjustment of the tunnels of the Company authorised by this Act) within a distance of twenty yards of the Bank premises Any space left between the exterior face of the enlarged tunnels and the surrounding soil shall be filled up with Portland cement grouting injected under pressure and no timber used for the temporary support of such soil shall be left in the work :
- (4) The Company shall twenty-one days before they commence the enlargement or adjustment of the tunnels within a distance of twenty yards of the Bank premises furnish to the Bank proper and sufficient plans sections and specifications of the works proposed to be carried out by the Company and if the Bank shall not within fourteen days after such plans sections and specifications shall have been so furnished object to the same by notice served in writing upon the Company the said plans sections and specifications shall be deemed to have been approved for the purpose of the works under this section and if the Bank make any such objection then unless the said plans sections and specifications be agreed between the Bank and the Company within seven days after the service of such objection any matter in difference shall be settled by arbitration as herein-after provided :
- (5) The works of the Company where the same are within a distance of twenty yards of the Bank premises shall be carried out in strict accordance with the said plans sections and specifications and under the superintendence and to the reasonable satisfaction of Percy Crossland Tempest or failing him of an engineer to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers (in this section called "the engineer") Any matter in difference shall be settled by arbitration :
- (6) During the construction within twenty yards of the Bank premises of the works by this Act authorised no pumping shall be carried on in connexion with the works :

- (7) If in the opinion of an arbitrator appointed under subsection nine of this section it shall at any time in consequence of the construction of the works by this Act authorised be necessary for the protection of the Bank premises the Bank shall or the Company shall at the option of the Bank underpin the outer wall of the Bank of England in Princes Street from a point about one hundred and twenty feet from the north-west corner measured in a southerly direction to a point about one hundred and twenty feet measured from the south-west corner in a northerly direction or such part thereof as the arbitrator may determine. Such underpinning shall be carried down to the solid clay and shall be of such width as to support the front wall for its whole width at the least. The said underpinning shall be constructed under the supervision of the architect of the Bank or the engineer and shall be executed from whichever side of the wall the Bank may direct and so that no person shall be able to gain access into the Bank of England through the works of the underpinning. The whole cost and risk of the underpinning including the making good of all injury consequent thereon and the reasonable charges and expenses of the said architect or of the engineer in supervising the work shall be paid and borne by the Company:
- (8) The engineer and his duly appointed deputy shall have full liberty to supervise the works of the Company within twenty yards of the Bank premises and the Company shall give all reasonable facilities for such supervision and if the engineer shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the Bank premises the Company shall forthwith adopt such additional measures and precautions as he may consider necessary for the purpose of preventing damage to the Bank premises and in the event of any difference arising between the Bank and the Company with reference thereto such difference shall be settled by arbitration as herein-after provided. The reasonable charges and expenses of the engineer in

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relation to any of the matters contained or referred to in this subsection shall be paid by the Company :

- (9) Any difference arising under the foregoing provisions of this section shall be referred to an engineer to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the decision of such engineer shall be final and the costs of reference and of the award shall be borne as he shall direct :
- (10) The Company shall pay to the Bank compensation for all damage or injury of every description which may arise to the Bank premises by or from the construction of the works authorised by this Act or by or from the working of the railway authorised by the City and South London Railway Act 1893 or as enlarged under the powers of this Act and the Bank may claim receive and recover such compensation from the Company notwithstanding that no part of the Bank premises is actually taken :
- (11) If the Metropolitan Railway Bill now pending in Parliament shall pass into law then if the Bank premises shall be injuriously affected by or from the construction of any of the works by this Act authorised or by or from the working of the railway authorised by the City and South London Railway Act 1893 or as enlarged under the powers of this Act or by or from the construction or working of the railway or of any of the works authorised by any Act passed in pursuance of the said Bill and the Bank shall be in doubt by or from the construction or working of which of the said railways or works such injurious affection is wholly or partially caused the Bank may in one proceeding claim compensation against the Company and the Metropolitan Railway Company and any arbitrator to whom any such claim may be referred shall determine whether the whole or any and what proportion of such compensation if any as he may award in respect thereof shall be paid by the Company and whether the whole or any and what proportion of such compensation if any shall be paid by the Metropolitan Railway Company :

- (12) Any question of disputed compensation under sub-sections (10) or (11) of this section shall be referred to and 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 powers of the court or a judge under section 5 of that Act. A.D. 1913.

45. For the protection of the Scottish Provident Institution Buildings Limited (in this section referred to as "the owners") the owners or reputed owners of the premises on the south side of Lombard Street between Mansion House Place and Saint Swithin's Lane known as numbers 1 to 6 Lombard Street inclusive (in this section referred to as "the said premises") of which said premises at the time of the passing of the City and South London Railway Act 1893 (in this section referred to as "the Act of 1893") Messrs. Smith Payne and Smiths were the owners or reputed owners the following provisions shall unless otherwise agreed between the Company and the owners apply and have effect:—

For protection of
Scottish
Provident
Institution
Buildings
Limited.

- (1) Nothing in this Act contained shall in any way alter or diminish the existing rights and privileges of the owners under or the protection afforded them or the said premises by section 59 of the Act of 1893:
- (2) Section 59 of the Act of 1893 save and except subsection (3) thereof shall be read and have effect for the benefit and protection of the owners as applying to the construction and maintenance of the works authorised by this Act:
- (3) In lieu of subsection (3) of section 59 of the Act of 1893 the following provision shall apply and have effect for the purposes of this Act:—

The works by this Act authorised any part of which will be situate or will be carried on within a distance of one hundred feet from any part of the said premises shall be carried on and constructed in such a manner as to avoid the risk of movement in the soil over or near to the said works and in such manner that there shall not be less than fourteen feet in thickness of London clay throughout above the exterior of any part of the said works.

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For pro-
tection of
Union of
London and
Smith's
Bank
Limited.

46. The following provisions for the protection of the Union of London and Smith's Bank Limited (in this section called "the bank") shall unless otherwise agreed between the Company and the bank be observed and have effect (that is to say):—

(1) For the purpose of this section the expression "the bank premises" shall mean the freehold and leasehold property of the bank in Princes Street Mansion House Street and St. Mildred's Court and shall include all premises connected therewith and reputed to belong to and occupied by the bank:

(2) The Company shall not within a distance of 100 feet from the bank premises construct any works whatever except only an enlargement of the two tunnels of the Company's railway which enlargement shall not be carried out otherwise than in accordance with and subject to the provisions of this section (namely):—

(A) The centre lines of the enlarged tunnels shall not be deviated laterally more than 1 foot from the centre lines of the existing tunnels;

(B) In the case of each tunnel until the new lining has been inserted in the enlarged tunnel the Company shall to the reasonable satisfaction of the bank's engineer take all such steps as may be requisite in order to prevent the surface of the soil remaining exposed longer than is absolutely unavoidable;

(C) In all other respects the enlargement of the two tunnels shall be constructed strictly in accordance with the provisions of the section of this Act of which the marginal note is "General provisions as to mode of construction":

(3) The provisions of section 60 of the City and South London Railway Act 1893 save and except subsection (3) shall apply to the enlargement of the railway and works and powers by this Act authorised and to the working of the enlarged railway when constructed and to the Company and the bank with reference thereto in all respects as if the provisions

of such section had been re-enacted in this Act and the bank shall be entitled to the benefit of such section accordingly. A.D. 1913.

47. Notwithstanding anything in this Act contained or shown on the deposited plans or sections the following provisions for the benefit and protection of Walter Andrew Inderwick Edith Fanny Inderwick Robert Hamilton Few Arthur Boulderson Henry Chartres Biron and Frank Hastings Dauney or other the owner or owners for the time being of the buildings and premises known as number five Lothbury and number two Moorgate Street (all of whom are in this section included in the expression "the owner") shall unless otherwise agreed in writing between the Company and the owner be observed and have effect (that is to say):—

For protec-
tion of
Walter
Andrew
Inderwick
and others.

(1) In this section—

The expression "the protected premises" means the said buildings and premises known as number five Lothbury and number two Moorgate Street or either of them and includes any vaults arches cellars works and conveniences belonging to or held with such buildings and premises or either of them;

The expression "the prescribed distance" means a distance of one hundred feet measured horizontally from any part of the protected premises or the subsoil thereunder:

(2) The Company their contractors officers or servants shall not for any purpose whatever (save for the purpose of underpinning in accordance with the provisions of this section) enter upon take use or interfere with either permanently or temporarily any part of the structure of the protected premises or any subsoil under any part of such structure:

(3) The Company shall not within the prescribed distance construct any works whatever except only the enlargement of the two tunnels of the Company's railway which enlargement shall not be carried out otherwise than in accordance with and subject to the provisions of this section (namely):—

(A) The centre lines of the enlarged tunnels shall not be deviated laterally more than one foot from the centre lines of the existing tunnels;

- (7) If any difference shall arise between the Company or their engineer on the one hand and the owner or the engineer on the other hand as to the necessity for or character of any works referred to in or as to any other matters arising under the provisions of this section the same shall be referred to and settled by an arbitrator to be agreed upon between the owner and the Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference :
- (8) The Company shall on demand pay to the owner the reasonable costs of and relating to the inspection by the engineer under the provisions of this section.

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48. For the protection of James Arthur Humphery Robert Peel Humphery Ernest William Rooke Roland Oliphant Percy Humphery and John Humphery or other the owner or owners for the time being of the protected premises as herein-after defined (all of whom are in this section included in the expression "the owners") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans or sections be observed and have effect unless otherwise agreed in writing between the Company and the owners (that is is say):—

For protec-
tion of
Humphery
Estate.

(1) In this section—

The expression "the protected premises" means the buildings and premises known as Hibernia Chambers Montague Chambers Hibernia Wharf the Bridge House Hotel and offices over Montague Close and includes all warehouses vaults arches cellars works property and conveniences belonging to or held with such buildings and premises or any of them ;

The expression "the prescribed distance" means a distance of 100 lineal feet measured in a horizontal plane from any part of the protected premises or of the subsoil thereunder ;

The expression "the engineer" means Arthur Cadlick Pain M.I.C.E. or such other competent engineer to be agreed upon between the Company and the owners or failing such agreement to be

of 1903 incorporated with this Act at any time during or after the enlargement of the tunnels underpin or otherwise interfere with the protected premises or any part thereof under the powers of this Act without the previous consent in writing of the owners and if the engineer shall in consequence of the construction of the works by this Act authorised reasonably request the Company to strengthen any portion of the protected premises such strengthening shall (subject to arbitration as herein-after provided) forthwith upon such request be done by the Company and in either case whether done with the consent or upon the request of the owners such strengthening shall be done and executed in all things at the expense of the Company and to the reasonable satisfaction of the engineer and the Company shall in either case be liable to compensate as well the owners as the lessees and occupiers of their property for any loss or damage which may be caused by or result from such strengthening or interference or by the construction thereof or any works necessary therefor: A.D. 1913.

(6) All works within the prescribed distance shall be made and completed to the reasonable satisfaction of the engineer as regards the nature and quality of the material employed the mode of construction and in every other respect and the engineer or his authorised deputy at his own risk shall at all reasonable times have free access to such works for the purpose of inspecting the same and the materials employed therein during the construction thereof and every reasonable facility shall be afforded to him for informing himself in all points in relation to the execution of the works and every reasonable notice which the engineer may give touching the mode of construction or the materials employed or otherwise with reference to the said works shall immediately or as soon as possible be complied with by the Company:

(7) The rights of inspection given by subsection (6) of this section shall not whether exercised or not

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prejudice or affect the provisions herein contained for the indemnity of the owners and others or lessen the liability of the Company thereunder:

- (8) If any difference shall arise between the Company or their engineer on the one hand and the owners or the engineer on the other hand under the provisions of this section the same shall be referred to and settled by an arbitrator to be agreed upon between the owners and the Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

Power to retain sell &c. lands.

49. 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 their undertaking and may make execute and do any deed act or thing proper for effectuating any such sale lease or other disposition.

Agreements with corporation and others.

50. The Company may enter into and carry into effect contracts agreements and arrangements with the corporation the council the Port of London Authority or any other authority company or body having the control or management of any river street road sewer drain water gas or other pipe wire or apparatus for or with respect to the construction or maintenance of any work by this Act authorised or any part thereof and the works and conveniences connected therewith the acquisition and appropriation of lands and easements the contribution of funds and any incidental matters.

As to sale of existing rolling stock &c.

51. The Company may sell or dispose of their existing rolling stock motors machinery and other plant and may apply the proceeds of such sale or disposal in or towards the purchase of new rolling stock motors machinery and plant and other the purposes mentioned in the section of this Act whereof the marginal note is "As to application of funds and capital."

52.—(1) The Company on the one hand and the London Electric Railway Company 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):—

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Working &c.
agreements.

The working use management and maintenance of the undertakings of the contracting parties or either of them or any part thereof:

The maintenance of any works by this Act authorised:

The management regulation interchange collection transmission and delivery of traffic upon coming from or destined for the respective undertakings of the contracting parties or either of them or any part thereof:

The supply and maintenance by the working party under and during the continuance of any such agreement as aforesaid for the working of the said undertakings or either of them or any part thereof of engines motors stock and plant necessary for the purposes of such agreement:

The employment of officers and servants:

The payments to be made under any such agreement and the fixing subject to the authorised maximum rates and the collection and apportionment of the tolls rates and charges to be demanded and recovered in respect of such traffic and the division and apportionment of the receipts and profits arising from such traffic.

(2) The Company on the one hand and the Metropolitan District Railway Company and the London Electric Railway Company or either of them on the other hand may enter into and carry into effect agreements and arrangements with respect to the supply of electrical energy for the purpose of working the undertaking of the Company and as to the payments to be made and the conditions to be performed with reference to such supply.

(3) The provisions of section 26 of the Railways Clauses Act 1863 shall apply to and for the purposes of any agreement entered into under the provisions of this section.

(4) All provisions which are contained in any of the Acts of the Company or in the Acts of the Metropolitan District Railway Company or the London Electric Railway Company for the protection of the telegraphic lines of the Postmaster

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A.D. 1913. General in respect of the use of electrical energy shall extend and apply to the exercise by the Company or either of those companies (as the case may be) of any of the powers conferred by this section or by any agreement made under this section.

Power to companies to apply corporate funds to purposes of Act.

53. The Metropolitan District Railway Company and the London Electric Railway Company may respectively apply to any purposes which they are by this Act authorised to carry into effect 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 and which may not be required for the purposes to which they are made specially applicable by any Act relating to either such company.

Power to issue debenture stock.

54.—(1) As on the date of the passing of this Act there shall be created by virtue of this Act and without further or other authority and notwithstanding the payment of interest out of capital provided for by this Act and the Company or its directors may without any further order or authority issue for the general purposes of the Company such amount of debenture stock carrying interest at the rate of four pounds per centum per annum as with the aggregate amount of debenture stock issued by the Company before the date of the passing of this Act under the provisions of the Act of 1903 will make up five hundred thousand pounds.

(2) All debenture stock created and issued under the powers of this Act shall with the interest thereon be entitled to the like charge as and rank *pari passu* in all respects with the debenture stock created and issued under or by virtue of the Act of 1903.

(3) The powers of borrowing on mortgage or creating and issuing debenture stock conferred upon the Company by the Act of 1903 so far as the same shall not have been exercised at the date of the passing of this Act are hereby repealed.

Issue of authorised preference capital.

55. The directors of the Company may notwithstanding anything contained in the Act of 1903 or in this Act without further order or authority exercise by the creation and issue of preference stock as and when and in such amounts as they think fit but subject so far as applicable to the provisions of the Act of 1903 relating thereto so much of the powers conferred upon

the Company by the Act of 1903 of raising additional capital by the issue of new preference shares or stock as shall remain unexercised at the date of the passing of this Act. A.D. 1913.

56. The Company may apply in or towards the purposes of this Act and the general purposes of their undertaking being in each case purposes to which capital is properly applicable in or towards the payment of interest or dividends under the provisions of the sections of this Act the marginal notes whereof are "Power to pay interest out of capital" and "Power to charge interest on borrowed money out of capital" and in or towards the enlargement of the tunnels and alteration and re-equipment of their railway and works the purchase of new rolling stock or in or towards any of such purposes (A) any moneys raised under the powers of this Act and (B) any moneys which the Company 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. As to application of funds and capital.

57. Notwithstanding anything in this Act or in the City and South London Railway Acts 1884 to 1903— Power to pay interest out of capital.

(1) The Company may pay interest at such rate not exceeding five pounds per centum per annum as the directors may determine to any holder of any shares or stock in so much of any capital raised by the issue of the unissued portion of the capital authorised by the City and South London Railway Acts 1884 to 1903 as may be applied for the purposes of this Act on the amount from time to time paid up on the shares or stock held by him from the respective times of such payments until the expiration of a period of five years from the passing of this Act or such less period as the directors of the Company may determine but subject always to the conditions herein-after stated (that is to say):—

(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 two thirds at least of the shares or stock in respect of which such interest may be paid has been

58. The Company may charge to capital account the interest accruing during a period of five years from the passing of this Act or such less period as the directors may determine on all debenture stock issued by the Company for the purpose of providing funds for the construction of the works by this Act authorised or other purposes to or on which capital may under the provisions of this Act be applied or expended.

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 Power to charge interest on borrowed money out of capital.

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

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

60. On and after the passing of this Act the provision of trains for and the issue of tickets to artisans mechanics daily labourers and other workmen shall be as set out in this section (that is to say):—

Workmen's through return fares.

(1) Subject to the provisions of this Act the Company shall run a sufficient number of trains in the morning of every day of the week except Sundays Christmas Day Good Friday and Bank Holidays and shall (subject as aforesaid) on such mornings issue at all stations for the time being of the Company named in any part of the Second Schedule to this Act workmen's through return tickets to all stations for the time being of the London Electric Railway Company (in this section called "the London Company") named in the same part of the said schedule and for which fares are provided in the said schedule at fares which shall not be in excess of those stated in the said schedule available for any train timed to leave the station at which such tickets are issued at or before 8 o'clock on the morning of the day of issue thereof:

(2) A workman's through 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 in which there is room for passengers (but so that such holder shall change trains or carriages at such station or

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stations on the route as may be necessary) and shall entitle such holder to return in like manner in a like carriage by any train during the day of issue of such ticket (but so that such passenger shall change trains or carriages as aforesaid) and to leave the train at any station at which such train shall stop within the limits of the journey for which such ticket is issued :

- (3) The Company shall publish and keep published in some conspicuous and convenient part of every station for the time being of the Company named in any part of the said schedule to this Act notice boards or placards setting forth the conditions on which workmen's through return tickets are issued under this Act 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 (if any) :
- (4) On complaint being made to the Board of Trade by the council or any 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 :
- (5) The aggregate liability of the Company and of the London Company under any claim to compensation for injury or otherwise in respect of any passenger travelling or returning with a workman's through return ticket issued under or at a fare fixed under and for the purposes of this section shall be limited to a sum not exceeding one hundred pounds :
- (6) The receipts from all workmen's through return tickets issued under this section and the liability and expenses arising out of any such claim to compensation as aforesaid shall be divided between the Company and the London Company in such proportions as they may from time to time agree or as failing agreement may be determined by arbitration :

(7) Nothing in this Act shall be deemed to confer on the Company or the London 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: A.D. 1913.

(8) As regards traffic exchanging at Euston the provisions of this section shall be suspended whilst Railways Nos. 1 to 5 (inclusive) and Deviation Railways Nos. 1 and 2 authorised by the London Electric Railway Act 1913 or any of such railways are under construction.

61. If the Admiralty are of opinion that the generation or use of electrical energy under or for the purposes of the City and South London Railway Acts 1884 to 1903 or of this Act by the Company injuriously affects or is likely to injuriously affect any instrument or apparatus in or adjacent to the Royal Observatory at Greenwich including the magnetic pavilion or the efficient working of such instrument or apparatus the Admiralty may after such inspection and inquiry as they think proper require that the Company shall use such precautions including insulated returns as the Admiralty may deem necessary for the prevention of such injurious affection and the Company shall forthwith comply with such requisition. For the purpose of this section any person authorised in writing by the Admiralty shall have access at all reasonable times to the works and apparatus of the Company who shall give all due facilities for the inspection. Provided always that in the event of any instrument or apparatus hereafter used in the said observatory which may be of a different character and of materially greater delicacy than those used therein at the passing of this Act the Admiralty shall consider and may in their discretion determine to what extent the powers of this section should be exercised regard being had to the interests of the public as well as to the purposes of the instruments or apparatus as the case may be. The Admiralty Suits Act 1868 shall apply for the purposes of proceedings in regard to any breach of the provisions of this section or for injurious affection of the said observatory or instruments or apparatus.

For protec-
tion of Royal
Observatory
Greenwich.

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Saving
rights of
Duchy of
Cornwall.

62. 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.

Provision
as to general
Railway
Acts.

63. Nothing in this Act contained shall exempt any Company 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 authorised to be taken by such Company.

Costs of Act.

64. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

A.D. 1913.

THE FIRST SCHEDULE.

NUMBERS AND MARGINAL NOTES OF SECTIONS OF ACT OF 1903
INCORPORATED.

- 9 Plans &c. to be approved by Board of Trade before works commenced.
- 11 Provisions as to use of electrical power.
- 14 Persons authorised to convey lands may grant easements &c.
- 20 Provision as to cellars under streets not referenced.
- 22 Conditions to be observed in opening road for boring purposes within City.
- 24 Inspection of works by Corporation.
- 27 As to booking offices and stations in City.
- 29 For protection of sewers in City.
- 31 Questions of disputed compensation for land in City to be heard in Lord Mayor's Court of City.
- 36 Deposit of objects of interest.
- 37 Conditions to be observed in opening road for boring purposes outside City.
- 39 As to carting materials and soil.
- 40 For protection of sewers of Council.
- 43 Inspection of works by Council.
- 44 Conditions to be observed in opening streets for boring purposes.
- 45 Machinery to be screened from view.
- 48 For protection of Council's tramways.
- 50 As to works near surface of street.
- 52 Exhibition of placards.
- 53 For protection of sewers of metropolitan borough councils.
- 55 As to submission of notices &c.
- 57 Company not to be exonerated by approval of plans &c.
- 59 Deposit of objects of interest.
- 72 General provisions for protection of water gas hydraulic power and electric companies.
- 77 Company empowered to underpin or otherwise strengthen houses near railway.

A.D. 1913.

THE SECOND SCHEDULE.

PART 1.

WORKMEN'S THROUGH RETURN FARES.

CITY AND SOUTH LONDON RAILWAY WITH EDGWARE AND HAMPSTEAD
RAILWAY AND CHARING CROSS EUSTON AND HAMPSTEAD
RAILWAY (INCLUDING HIGHGATE BRANCH).

	Edgware.	Burnt Oak.	Colindale.	Hendon.	Woodstock.	Golders Green.	Hampstead.	Belsize Park.	Chalk Farm.	Highbate.	Tufnel Park.	Kentish Town.	South Kentish Town.	Camden Town.	Mornington Crescent.	Warren Street.	Goodge Street.	Tottenham Court Road.	Leicester Square.	Charing Cross.
King's Cross	d. 4	d. 4	d. 4	d. 3	d. 3	d. 3	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2
Angel	5	5	5	4	4	3	3	3	2	3	3	2	2	2	2	2	2	2	2	2
City Road	5	5	5	4	4	3	3	3	2	3	3	2	2	2	2	2	2	2	2	2
Old Street	6	5	5	4	4	3	3	3	2	3	3	2	2	2	2	2	2	2	2	2
Moorgate	6	5	5	4	4	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2
Bank	6	5	5	4	4	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2
London Bridge	6	6	6	5	5	4	4	4	3	4	4	3	3	3	3	3	3	3	3	3
Borough	6	6	6	5	5	4	4	4	3	4	4	3	3	3	3	3	3	3	3	3
Elephant and Castle	6	6	6	5	5	4	4	4	3	4	4	3	3	3	3	3	3	3	3	3
Kennington	6	6	6	5	5	4	4	4	4	4	4	3	3	3	3	3	3	3	3	3
Oval	6	6	6	5	5	4	4	4	4	4	4	4	3	3	3	3	3	3	3	3
Stockwell	7	7	7	6	6	5	5	5	4	5	5	4	4	4	4	4	4	4	4	4
Clapham Road	7	7	7	6	6	5	5	5	4	5	5	4	4	4	4	4	4	4	4	4
Clapham Common	7	7	7	6	6	5	5	5	4	5	5	4	4	4	4	4	4	4	4	4

PART 2.

WORKMEN'S THROUGH RETURN FARES.

CITY AND SOUTH LONDON RAILWAY WITH BAKER STREET AND
WATERLOO RAILWAY.

	Queen's Park.	Kilburn Park.	Maida Vale.	Warwick Avenue.	Paddington.	Edgware Road.	Great Central.	Baker Street.	Regents Park.	Oxford Circus.	Piccadilly Circus.	Trafalgar Square.	Embankment.	Waterloo.	Westminster Bridge Road.
Angel	d. 4	d. 4	d. 4	d. 4	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3
City Road	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
Old Street	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
Moorgate	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
Bank	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
London Bridge	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
Borough	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3
Kennington	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3
Oval	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
Stockwell	5	5	4	4	4	4	4	3	3	3	3	3	3	3	3
Clapham Road	5	5	4	4	4	4	4	4	4	3	3	3	3	3	3
Clapham Common	5	5	4	4	4	4	4	4	4	3	3	3	3	3	3

THE SECOND SCHEDULE—*continued.*

A.D. 1913.

PART 3.

WORKMEN'S THROUGH RETURN FARES.

CITY AND SOUTH LONDON RAILWAY WITH GREAT NORTHERN PICCADILLY AND BROMPTON RAILWAY.

	Hammersmith.	Baron's Court.	Fair's Court.	Gloucester Road.	South Kensington.	Brompton Road.	Knightsbridge.	Hyde Park Corner.	Down Street.	Dover Street.	Piccadilly Circus.	Leicester Square.	Covent Garden.	Holborn.	Strand.	Russell Square.	York Road.	Caledonian Road.	Holloway Road.	Gillespie Road.	Finsbury Park.	
Euston - - -	d. 3	d. 3	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2
Angel - - -	4	4	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
City Road - -	4	4	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2
Old Street - -	4	4	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	3
Moorgate - - -	4	4	3	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	3
Bank - - -	4	4	3	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	3
London Bridge -	4	4	3	3	3	3	3	3	2	2	-	2	2	3	3	2	2	2	3	3	3	3
Borough - - -	4	4	3	3	3	3	3	3	2	2	-	2	2	3	3	3	3	3	3	3	3	3
Elephant and Castle.	-	-	-	-	-	-	-	-	-	-	-	-	-	3	3	3	3	3	3	3	3	3
Kennington - -	4	4	3	3	3	3	3	3	2	2	-	2	2	3	3	3	3	4	4	4	4	4
Oval - - -	4	4	3	3	3	3	3	3	2	2	-	2	2	3	3	3	3	4	4	4	4	4
Stockwell - - -	4	4	4	4	4	4	4	4	3	3	-	3	3	4	4	4	4	4	4	4	4	4
Clapham Road -	5	5	4	4	4	4	4	4	3	3	-	3	3	4	4	4	4	4	4	5	5	5
Clapham Common	5	5	4	4	4	4	4	4	3	3	-	3	3	4	4	4	4	4	4	5	5	5

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FREDERICK ATTERBURY, Esq., C.B., the King's Printer, of Acts of Parliament.

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