



CHAPTER cxxviii.

An Act for conferring further powers upon the Metropolitan Railway Company in relation to their own and other undertakings for vesting in them the Undertaking of the Aylesbury and Buckingham Railway Company and for authorizing agreements with other railway companies and for other purposes. [25th July 1890.]

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WHEREAS it is expedient that the Metropolitan Railway Company (in this Act called the Company) should be empowered to construct and maintain the new railway and other works and exercise the powers and acquire the lands in this Act respectively mentioned and described :

And whereas plans and sections showing the lines and levels of the railway and other works by this Act authorized and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also books of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties within which the said railway and other works will be made and the said lands are situate and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively :

And whereas it is expedient that the time limited by the Metropolitan Railway Act 1885 for the construction of the railway secondly described in section 9 of that Act should be extended as provided by this Act :

And whereas the Company are authorized to construct and are constructing an extension of their railway to Aylesbury where it will form a junction with the Aylesbury and Buckingham Railway and it is expedient that provision should be made as contained in this Act for the transfer to the Company of the undertaking of the

A.D. 1890. — Aylesbury and Buckingham Railway Company (in this Act called the Aylesbury Company) :

And whereas it is expedient that the Company and the Great Northern Railway Company and the London and North-western Railway Company and the several other authorities and bodies in this Act mentioned in that behalf should be empowered to enter into and carry into effect agreements as provided by this Act with respect to the subways authorized by this Act :

And whereas it is expedient that provision should be made as contained in this Act for facilitating through booking to exhibitions and places of instruction amusement or entertainment on or near to the Company's railway :

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of the railway and works by this Act authorized and for the general purposes of their undertaking and that the Company and the Great Northern Railway Company and the London and North-western Railway Company should be empowered to apply their funds to the purposes of this Act in which they are interested :

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

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

Short title.

1. This Act may be cited for all purposes as the Metropolitan Railway Act 1890.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to construction of a railway) Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 :

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders; A.D. 1890.

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The borrowing of money on mortgage or bond;

The conversion of the borrowed money into capital;

The giving of notices; and

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

And Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869.

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

The expression "the railway" means the railway by this Act authorized:

The expression "the subway" or "the subways" means the subways by this Act authorized:

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

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or places within the Metropolis as defined by the Metropolis Management Act 1855 in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railway herein-after described with all proper junctions sidings stations approaches roads Power to Company to make railway.

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works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes :

The railway herein-before referred to and authorized by this Act is—

A railway (referred to on the deposited plans and sections as Railway Number 2) six miles two furlongs three chains and seventy links in length commencing in the parish of Quainton in the county of Buckingham at or near the north-west corner of a piece of land numbered 192 on the 25-inch ordnance map and terminating in the parish of Aylesbury-with-Walton in the same county by a junction with the Aylesbury and Buckingham Railway.

Tolls &c.

5. With respect to tolls rates and charges and for all other purposes whatever but subject to the provisions of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future Session of Parliament extending or modifying that Act the railway shall be part of the Company's railway and the Company may demand tolls rates and charges in respect thereof accordingly not exceeding the tolls rates and charges authorised by the Kingsbury and Harrow Railway Act, 1874.

Span of certain bridge.

6. The Company may make the arch of the bridge for carrying the railway over the main road numbered on the deposited plans 22 in the parish of Fleet Marston of any span not less than thirty feet.

Widths of certain roadways.

7. The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say):—

Number on Deposited Plan.	Parish.	Description of Road.	Width of Roadway.
17	Quainton - - -	Public road - - -	20 feet.
15	Waddesdon - - -	Do. - - -	20 feet.
12	Aylesbury-with-Walton -	Do. - - -	20 feet.
36	Do. - - -	Do. - - -	20 feet.

Power to divert road as shown on deposited plans.

8. The Company may divert the public highway numbered on the deposited plans 17 in the parish of Quainton in the manner shown upon the deposited plans and sections and when and as in each case the new portion of the said road is made to the satisfaction of two justices and is open for public use may stop up and

cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company. A.D. 1890.

9. Notwithstanding anything in this Act contained the Company shall not purchase or acquire by compulsion any lands or other hereditaments of the Right Honourable William Stephen Earl Temple unless and until they shall at their own sole cost and expense in all things and to the satisfaction of the engineer for the time being of Earl Temple have constructed in substitution for the existing tramway siding connecting the Wotton Tramway with the siding at Quainton Junction of the Aylesbury and Buckingham Railway a new siding with all proper junctions sidings approaches works and conveniences in such lines and according to such levels as may be agreed upon between the Company and the said Earl Temple The Company shall not at any time during the construction of the works by this Act authorized cause or occasion any interruption of the Wotton Tramway but shall at their own expense in all things provide and execute all such temporary works and conveniences as may be reasonably necessary for the continuous working of that tramway as at present carried on by Earl Temple and all such temporary works and conveniences shall be executed in accordance with a plan to be previously submitted to and reasonably approved by the engineer for the time being of Earl Temple Any difference arising between the Company and Earl Temple under this section shall be determined by an engineer to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers. For protection of the Right Honourable Earl Temple.

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

11. If the Company fail within the period limited by this Act to complete the railway they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of Imposing penalty unless railway opened.

A.D. 1890. such penalty shall amount to five per centum on the estimated cost of the works of the railway :

The said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the solicitor to the Treasury and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act 1854 :

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided :

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

12. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit :

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the solicitor to the Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part

be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof. A.D. 1890.

13. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the subways herein-after described with all proper approaches inclines steps works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes: Power to Company to make subways.

The subways herein-before referred to and authorized by this Act are—

1. A subway Number 1 for foot passengers wholly in the parish of Saint Pancras in the county of London commencing under the northern footway of the Euston Road at a point opposite the forecourt of the house numbered 212 in that road and terminating at or near the forecourt of the house on the west side of Melton Street numbered on the deposited plans 8 in the parish of Saint Pancras Provided always that the Company shall not erect upon the forecourts of any houses in the Euston Road acquired by them for the purposes of the said subway any wall exceeding eight feet in height except that they may erect on the forecourt of the house at the west corner of Melton Street numbered on the deposited plans 8 in the parish of Saint Pancras a terminal station not exceeding the height of the existing Gower Street Station:
2. A subway Number 2 for foot passengers wholly in the parishes of Saint Pancras and Saint Mary Islington or one of them in the county of London commencing at a point under the footway of Gray's Inn Road on the south side of the Company's King's Cross Station at or near the entrance thereto and terminating at or near to or under the south-east corner of the Great Northern Railway Company's King's Cross Station together with such alterations in the Fleet Sewer as may be necessary or expedient for the purposes of the said proposed subway:

And the Company may demand and take for the use of each subway such sum not exceeding one penny as they may think proper in respect of each person using the same.

14. No toll or charge shall be demanded or taken for the use of the subways in respect of any person employed in conveying or guarding postal packets under the authority of Her Majesty's Subway tolls not to be charged in respect of

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persons employed by the Post Office.

Postmaster General either when employed in conveying fetching or guarding such postal packets or in returning from conveying or guarding the same The term "postal packet" in this section has the same meaning as in the Post Office (Protection) Act 1884.

Power to deviate in construction of subways.

15. The Company may in constructing the subways deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans relating thereto and may deviate from the levels thereof as shown on the deposited sections relating thereto to any extent not exceeding two feet and with the consent of the Board of Trade to such an extent as may be necessary for avoiding interference with sewers and gas or water mains.

Certain lands not to be taken.

16. Nothing in this Act contained shall authorize the Company in constructing the Subway Number 1 by this Act authorized to enter upon take use or interfere with any portion of the lands in the parish of Saint Pancras numbered 12 on the deposited plans of Subway Number 1.

For the protection of the Right Honourable George Cubitt.

17. Notwithstanding anything contained in this Act the Company shall not in constructing the Subway Number 1 by this Act authorized without the previous consent in writing of the Right Honourable George Cubitt or his sequels in estate enter upon take use or interfere with any portion of the lands numbered on the deposited plans relating to the said Subway 9 in the parish of Saint Pancras.

Subways to be constructed in accordance with agreed plans.

18. The Company shall not except with the consent in writing of the London County Council construct the said subways otherwise than in accordance with the detailed plans and drawings which have been submitted to the engineer of the London County Council and signed by him and by the engineer of the Company.

For protection of sewers in the county of London.

19. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the London County Council or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said Council or by any such board or vestry or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Council or to the district board or vestry as the case may be twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the Council

board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such Council board or vestry respectively shall have signified their approval of the same unless such Council board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the said Council and of the district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as the Council board or vestry respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said Council and every such board and vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Council board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Council or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Council board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Council board or vestry as the case may be respectively as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said Council or the respective board or vestry but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

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20. The following provisions for the protection of the London Street Tramways Company (in this section called the Tramways Company) shall be observed and carried into effect (that is to say):—

1. The Company shall from time to time be responsible for and make good to the Tramways Company all costs losses damages and expenses from time to time occasioned to that company or

For protection of the London Street Tramways Company.

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any of their works or property from the obstruction of the traffic on their tramways and from any damage to the works rolling stock and horses of the Tramways Company arising in the execution or from the failure of any of the works by this Act authorized or from any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the Tramways Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission :

2. If and as often as the Company take up or remove or interfere with any part of any street or road which the Tramways Company are liable to maintain, or repair the Company shall with all convenient speed at their own cost restore and make good such parts of streets or roads so taken up removed or interfered with and any tramway or tramways laid down therein to as good a condition as that in which they were before the works of the Company were commenced and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations and the Company shall for the period of three months after the restoration of any such part of any streets or roads so interfered with keep and maintain the same in good repair and condition to the reasonable satisfaction in all respects of the engineer of the Tramways Company but at their own costs Provided that if the Company shall fail from time to time within fourteen days from the receipt of notice in writing from the Tramways Company under the hand of their secretary to comply with the foregoing obligations it shall be lawful for the Tramways Company themselves to execute all works necessary therefor and to recover all costs charges and expenses they may incur or sustain in connection therewith against the Company in any court of competent jurisdiction :
3. If any difference or dispute shall arise between the engineer of the Company and the engineer of the Tramways Company as to the execution of the works to be done by the Company under the powers and provisions of this Act the same shall be from time to time referred to and settled by an engineer to be agreed upon between the Company and the Tramways Company or failing such agreement to be appointed on the application of the Company or the Tramways Company by the president for the time being of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the arbitrator.

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

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For protection of the Gas Light and Coke Company.

(A.) Whereas in the execution of the works by this Act authorized the mains pipes syphons and other works belonging to the gas company may be intersected or otherwise interfered with and it is expedient that the gas company should have full control over the execution of all works in any way affecting the supply by them of gas so as effectually to provide against the supply thereof being impeded Therefore all works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the gas company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the gas company Provided always that if the gas company or the Company shall elect that the gas company shall execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days' notice in writing to the Company or the gas company as the case may be by leaving the same at their head office the gas company shall themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction :

(B.) And whereas there are divers mains pipes syphons and other apparatus belonging to the gas company in divers streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to the streets highways roads footpaths lanes courts passages and other places as aforesaid and such streets or other places or some of them will or may be done away with under the powers of this Act Therefore when the Company for any purposes of this Act take any of those mains pipes syphons or other apparatus they

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shall pay to the gas company the value thereof and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered :

(c.) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of ten pounds for every hour during which such interruption shall continue and in addition shall pay to the gas company the value of the gas so lost such sum or sums of money to be recovered by the gas company in any court of competent jurisdiction If the Company shall find it necessary to undermine but not otherwise alter the position of any main pipe syphon or other works belonging to the gas company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined :

(d.) It shall be lawful for the gas company and their engineer workmen and others in their employment at all times when it may be necessary to enter upon the subways lands and premises of the Company for the purpose of laying and to lay any mains or pipes over the said subways lands works and premises or any part thereof and to do all such works in and upon such subways lands and premises as may be necessary for laying repairing maintaining or removing or replacing such mains or pipes over the same subways lands and premises Provided that the gas company shall not lay any mains or pipes in or under any tunnel through which the subways may be constructed nor in or under any other works of the Company Provided always that in so doing the gas company shall not interrupt the traffic passing on the said subways in any manner Provided also that the expense of all repairs or renewals of the said pipes or mains or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in their employ shall be borne and paid by the Company

and may be recovered against them by the gas company in any court of competent jurisdiction : A.D. 1890.

- (E.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences or of any loss of gas or interruption in the supply of gas by the gas company or otherwise including injury and loss by explosion through by reason of or consequent on the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :
- (F.) Before disturbing any of the gas company's mains or pipes which it may be necessary to disturb for the purpose of the construction of the subway at King's Cross the Company shall construct a convenient pipe subway of not less than nine feet wide and six feet high under the subway on the north side of the Fleet Sewer of a sufficient length with an entrance thereto from the pavement and a gallery leading therefrom to the said pipe subway four feet wide and six feet high and properly ventilated :
- (G.) In this subway shall be laid all the gas company's mains and apparatus which it may be necessary to carry under the subway and the Company shall be entitled to place in such pipe subway any apparatus connected with their railway or the working thereof which they may consider desirable so nevertheless that they do not interfere in any way with the mains and apparatus of the gas company :
- (H.) The gas company and the Company shall at all times have the right of entering upon and using the said pipe subway entrance and gallery for the purpose of repairs and for laying additional pipes and for fixing and placing other apparatus :
- (I.) Before commencing the said pipe subway the Company shall furnish to the engineer of the gas company plans and sections of the proposed works and such engineer shall within fourteen days from the receipt of such plans signify his approval or otherwise of the same and if such engineer shall neglect to signify his approval of or objection to the said plans and sections within the time aforesaid the Company may proceed to carry out the works in accordance with such plans If such

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engineer shall make any objections to such plans and sections and any difference of opinion shall thereupon arise between the Company and such engineer the matter in difference shall be settled in manner hereinafter provided :

(K.) The Company shall make good all damage done by them to property belonging to or controlled by the gas company and shall make full compensation to all parties for any loss or damage which they may sustain by reason of any interference with such property or with the private service pipes of any person supplied by the gas company with gas :

(L.) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers and the cost and expenses attending any such reference shall be borne and paid as he may direct.

For the protection of the New River Company.

22. The Company in constructing the subway at King's Cross (herein-after in this section termed main subway) and the works connected therewith authorized by this Act shall so far as the same affect the mains pipes services and other water apparatus (herein-after collectively referred to as water apparatus) of the New River Company be subject to the following regulations unless otherwise agreed between the Company and the New River Company :—

1. The Company shall construct a convenient pipe subway for the exclusive use of the New River Company and the Company under the main subway on the south side of the Fleet sewer such pipe subway to be of not less dimensions than eight feet wide by six feet high and of such length as the engineer of the New River Company may reasonably certify to be necessary for the purposes of their water undertaking and the New River Company shall within fourteen days after the receipt by them from the Company of a notice requiring them so to do furnish to the Company a statement in writing under the hand of their engineer with full particulars of the water apparatus which the New River Company will require to place in the said pipe subway The Company shall be entitled to place in the said pipe subway any electrical lines or other electrical apparatus connected with and used for the working of their railway and to enter the said pipe subway at any time for the purpose of placing or repairing such electrical lines or electrical apparatus but the Company shall not in any way interfere with the water apparatus of the New River Company

which may be placed in such pipe subway The Company shall also effectually enclose or otherwise guard such electrical lines and apparatus in such a manner as to prevent accident arising therefrom to the officers servants and workmen of the New River Company when lawfully using the said pipe subway If any apparatus or thing other than the water apparatus of the New River Company or the electrical lines or other electrical apparatus of the Company shall be placed or laid by the Company or be permitted by them to be placed or laid within either of the said pipe subways (except with the consent in writing of the New River Company or except temporarily in cases of emergency) the Company shall forfeit and pay to the New River Company for the use and benefit of the New River Company the sum of ten pounds for every day or part of a day during which such prohibited apparatus or thing shall remain within the said pipe subway so to be set apart and allotted to the New River Company as aforesaid such sums to be recoverable by the New River Company in any court of competent jurisdiction :

2. The Company shall properly pave the floor of the said pipe subway The Company shall also make a convenient entrance to the pipe subway of a size sufficient to admit of the easy reception and passage of the water apparatus of the New River Company which it is proposed and intended shall be placed in the said pipe subway and shall always maintain the said pipe subway and entrance in an efficient and sound state of repair and properly ventilated and as far as practicable free from water gas and from all obstructions whatsoever to the free and convenient user thereof by the New River Company and their engineer servants and workmen Provided always that the Company shall not be responsible for any damage which may be done or expenses incurred in consequence of any leakage of water from the mains or pipes of the New River Company arising from any defect therein and the New River Company shall repair and make good any such damage and pay and discharge any such expenses immediately on the same being occasioned or incurred respectively :
3. The New River Company shall have the right at all times of entering upon and using the said pipe subway and entrance and of passing and repassing along the same either with or without water apparatus machinery and tools for the purpose of inspecting repairing removing and renewing all or any of the water apparatus which shall for the time being be therein :

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4. Before commencing the main subway or any other works which shall affect the water apparatus of the New River Company the Company shall give to the New River Company fourteen days' notice of their intention so to do and shall either before or at the time of serving the notice of their intention to commence any such works furnish to the New River Company plans and sections of the proposed works with detailed descriptions of the mode of executing the same and also of the situation of the said pipe subway and the entrance thereto for the reasonable approval of the engineer of the New River Company and such engineer shall within fourteen days from the receipt thereof by the New River Company signify his approval or otherwise of the same and if such engineer shall neglect to signify his approval of or objection to the said plans and sections respectively or the mode of executing the said works or the situation of the pipe subway and the entrance thereto within the time aforesaid the Company may proceed to carry out the works in accordance with such plans and sections. If the New River Company by their engineer shall within the said period of fourteen days require any alteration of the said plans and sections or object to the mode of executing the said works or to the situation of the said pipe subway or entrance or either of them as inconvenient or insufficient for the reception of the New River Company's water apparatus and any difference of opinion shall thereupon arise between the Company and the New River Company the matter in difference shall be settled in manner herein-after provided :
5. When and so soon as the said pipe subway and entrance shall have been constructed and completed fit for the reception of the water apparatus of the New River Company the Company shall give notice thereof to the New River Company and the New River Company shall thereupon without delay at the cost of the Company provide and lay down and place within the pipe subway water apparatus with all necessary and proper connections in substitution for the water apparatus affected by the said main subway and works but before commencing any such work the New River Company may require the Company to pay to them the amount of the probable cost as estimated by their engineer of providing such water apparatus and of laying down and placing the same within the said pipe subway with such connections as aforesaid. The New River Company may also from time to time at their own expense lay down and place within the said pipe subway such

additional water apparatus as their engineer for the time being may certify to be necessary or convenient for the purposes of their water undertaking :

6. All works matters and things (other than works of construction of the said pipe subway and matters and things incident thereto) which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered to do or execute with reference to the water apparatus of the New River Company shall be done and executed by and at the cost of the Company under the direction and superintendence and to the reasonable satisfaction of and in such manner as shall be reasonably required by the engineer of the New River Company Provided always that if the New River Company shall think it expedient that any portion of such works matters and things be done and executed by their own engineer contractors and workmen they shall within fourteen days of their receiving the notice to be given by the Company under sub-section 4 of this section give to the Company notice in writing under the hand of their clerk or engineer of their intention to do and execute the same and the Company shall upon receipt of such last-mentioned notice pay to the New River Company the probable cost of such work as estimated by the New River Company's engineer and thereupon the New River Company shall forthwith without delay proceed to do and execute the same Provided always that upon completion of the said work the Company shall pay to the New River Company all reasonable charges and expenses (if any) incurred by them in relation thereto over and above the amount paid as aforesaid but if the amount originally paid as aforesaid shall exceed the cost of such work the New River Company shall forthwith repay the excess to the Company and this proviso shall also apply to the cost of providing the water apparatus under the last preceding sub-section and the laying down and placing the same in the said pipe subway :
7. Until the water apparatus to be provided and laid down and placed in the said pipe subway by the New River Company in substitution for the water apparatus affected by the said main subway and works shall have been certified by the engineer of the New River Company to be efficient and fit for the supply of water which certificate shall not be unreasonably withheld the Company shall maintain the water apparatus affected by the said main subway and works in their then position and so supported and sustained as that no leakage or damage shall happen therefrom or thereto by reason or in consequence of

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such works When the engineer of the New River Company shall have certified that any water apparatus affected by the said works has become useless by reason of the said main subway and works and that other water apparatus has been provided and laid down and placed in the said pipe subway in accordance with the foregoing provisions in substitution therefor then the water apparatus which shall have become useless as aforesaid shall be deemed the property of the Company :

8. In the event of any injury of the New River Company's water apparatus by reason of the said works of the Company authorized by this Act or by any act or default of the Company their agents or contractors whether the same shall happen during the construction of the main subway or after the main subway shall have been completed and opened for public use or in the event of any loss to the New River Company from any interruption to their supply of water through any act or default of the Company their agents or contractors the Company shall be answerable for and shall pay to the New River Company all damages and make good all loss arising therefrom and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the said water apparatus Provided always that if the New River Company shall elect in pursuance of the foregoing provisions in that behalf to themselves execute any of the aforesaid works matters and things with reference to their water apparatus the Company shall not be answerable for any damages or make good any loss which may arise in consequence of the execution or failure of such works matters and things :
9. If any interruption whatever in the supply of water by the New River Company shall be in any way occasioned by the Company or by any act or default of the Company their agents or contractors the Company shall forfeit and pay to the New River Company for the use and benefit of the New River Company the sum of ten pounds for every hour or part of an hour during which such interruption shall continue and shall save harmless the New River Company from all damages and costs which such sum may not be sufficient to satisfy in respect of any such interruption such sum damages and costs to be recoverable by the New River Company in any court of competent jurisdiction :
10. The Company shall bear and pay the reasonable costs charges and expenses of the New River Company of and incidental to as well the preparation of the said statement and the examination approval and settlement of the plans sections and detailed

descriptions so to be furnished by the Company as aforesaid as also the direction superintendence or supervision during the progress and until the completion of the same of all or any of the works whether of construction protection maintenance or repair by this Act authorized whereby the water apparatus or property of the New River Company may be interfered with and all such costs charges and expenses may be recovered against the Company by the New River Company in any court of competent jurisdiction :

11. In the event of any question arising as to the construction meaning or intention or as to the costs charges or expenses of or incident to any works matters or things to be executed or done in pursuance of the foregoing provisions the same shall be decided by a person to be agreed upon by the Company and the New River Company or failing agreement by a person to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers and the costs of such application and reference shall be borne as the person so agreed upon or appointed shall direct.

23. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take and use for the purposes of their undertaking all or any of the lands houses and buildings following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say) :—

Power to acquire lands for general purposes.

In the county of Buckingham :—

Certain lands in the parish of Great Missenden lying on both sides of and adjoining the railway authorised by the Aylesbury and Rickmansworth Railway Act 1881 and being the lands numbered 782 783 and 788 on the twenty-five inch Ordnance map and certain other lands fronting the High Street Great Missenden on the south-west side thereof :

In the county of London :—

Certain lands in the parish of Saint Pancras being the houses and premises known as Numbers 205 207 208 and 210 Euston Road and Numbers 32 and 32A Euston Square.

24. The powers granted by this Act to the Company for the compulsory purchase of lands houses and buildings shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

25.—(1.) The powers by this Act granted to the Company for the compulsory purchase of lands shall not as regards the properties respectively known as 210 208 192 and 190 Euston Road and 32

For the protection of Thomas Hughes.

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and 32A Euston Square or any of those properties be exercised after the expiration of two years from the date of the passing of this Act:

(2.) If the Company desire to purchase or acquire any portion of either of the aforesaid properties known as 210 and 208 Euston Road they shall at the same time purchase the whole of both of such properties as marked on the plan signed by Edward Seaton on behalf of the Company and Thomas Sydney Wootton on behalf of Thomas Hughes and thereon edged red:

(3.) If the Company desire to purchase or acquire any portion of either of the aforesaid properties known as 192 and 190 Euston Road the Company shall at the same time purchase the whole of both of such properties as edged red on the aforesaid plan:

(4.) If the Company desire to purchase any portion of either of the aforesaid properties known as 32 and 32A Euston Square they shall purchase the whole of both of such properties and also the property adjoining the same and known as 180 Euston Road which properties are shown on the said plan and edged red.

Power to grant easements &c. by agreement.

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

Company empowered or may be required to underpin or otherwise strengthen houses near works.

27. And whereas in order to avoid in the execution and maintenance of any works authorized by this Act injury to the houses cellars and buildings within one hundred feet of the subways or works it may be necessary to underpin or otherwise strengthen the same therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

1. At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

2. Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and

lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company : A.D. 1890.

3. If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
4. Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
5. The cost of the reference shall be in the discretion of the referee :
6. The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
7. If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :
8. Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-

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eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act:

9. Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:
10. Except as otherwise expressly provided by this Act nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

Restrictions
on displacing
persons of
labouring
class.

28. The Company shall not under the powers of this Act purchase or acquire in any parish in the Metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

- A. Shall have obtained the approval in the case of the Metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and
- B. Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme:

(2.) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may be) have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme:

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall

require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced: A.D. 1890.

Provided that the said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit:

(4.) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may be) out of the High Court:

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may be) by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty:

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the Metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act:

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as

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aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit :

(8.) All buildings erected or provided by the Company within the Metropolis for the purpose of any scheme under this section shall be subject to the provisions of the Metropolitan Building Act 1855 and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts :

(9.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section :

(10.) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875 :

(11.) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector :

(12.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under

this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector :

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

29. Any houses occupied by persons of the labouring class (as interpreted in the last preceding section) situate in the metropolis shown on the deposited plans and acquired by or on behalf of the Company within three years before the passing of this Act and for which no substitutes have been or are directed to be provided by any scheme made by the Secretary of State for the Home Department under the powers of any previous Act of the Company shall for the purpose of the preceding section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the said Secretary of State is unable to satisfy himself as to the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State they might have been sufficient to accommodate.

As to houses already acquired by the Company in the Metropolis.

30. The Company may from time to time strengthen and improve their railway or any part or parts thereof and may underpin and rebuild in such manner and of such materials as may be found expedient the side walls and foundations thereof and in connexion therewith may extend and enlarge their stations platforms sidings works and conveniences and may make inverts under their railway and for that purpose may excavate the soil under the railway :

Power to strengthen and improve railway.

Provided always that nothing herein contained shall empower the Company to take use enter upon or interfere with any land or building except by agreement and that the Company shall make to the owners lessees and occupiers of lands houses and buildings full compensation in respect of any injury which may result thereto by reason of the exercise of the powers granted by this section :

Provided also that nothing herein contained shall extend to take away prejudice diminish or alter any of the estates rights privileges

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powers or authorities of the Queen's Majesty Her heirs or successors or of the Commissioners of Woods as they now exist under any Act deed or document relating to the Metropolitan and Saint John's Wood Railway or to the Metropolitan Railway.

For protection of sewers in the City of London.

31. Where any works are proposed to be done under or by virtue of the section of this Act of which the marginal note is "Power to strengthen and improve railway" which shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Commissioners of Sewers of the City of London or with any sewers or works to be made or executed by such Commissioners or shall or may in any way affect the sewerage or drainage of the districts under their control or which shall or may interfere with any street road or public place in the city of London the Company shall not commence such work until they shall have given to the said Commissioners twenty-one days' previous notice in writing of their intention so to do with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the said Commissioners shall have signified their approval of the same unless they fail to signify their approval or disapproval within twenty-one days after service of the said plan section and particulars as aforesaid The Company shall comply with and conform to all directions and regulations of the said Commissioners in the execution of the said works and shall provide by new altered or substituted works in such manner as the said Commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the sewers works streets roads or public places herein-before referred to by or by reason of the said intended works or any part thereof and shall save harmless the said Commissioners against all and every the expense to be occasioned thereby and all such works may be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Commissioners and at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Commissioners may be put to by reason of the works of the Company shall be paid to the said Commissioners by the Company on demand and if any dispute shall arise between the Company and the said Commissioners as to the amount of such costs charges and expenses the same shall be settled by arbitration in the manner herein-after provided and be a debt due from the Company to the said Commissioners and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and expenses of the Company under the

provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Commissioners as any sewers works streets roads or public places now are or hereafter may be and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said Commissioners or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed Provided that if any dispute or difference shall arise under the provisions of this section the same shall be referred to an arbitrator to be appointed by the president of the Institution of Civil Engineers whose decision shall be final.

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32. The Company shall not execute or commence the execution of any works under the powers of the section of this Act of which the marginal note is "Power to strengthen and improve railway" which shall or may pass over under or by the side of or so as to interfere with any sewer under the jurisdiction or control of the London County Council in the administrative county of London except in case of emergency until they shall have given to the London County Council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the said Council with plans elevations sections and other necessary particulars of the construction of the said works and until the said Council shall have signified their approval of the same unless the said Council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and when the Company in any case of emergency commence the execution of any such works without having given such notice they shall give notice thereof in manner aforesaid as soon as practicable and the Company shall comply with and conform to all reasonable directions and regulations of the said Council in the execution and subsequent maintenance of every such work so far as such work shall be under over or by the side of any sewer of the said Council and shall save harmless the said Council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said Council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said Council by the Company on demand If any difference shall arise between the Company and the Council upon or

For the
protection of
the London
County
Council.

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with reference to the plans sections or particulars to be delivered as aforesaid or to the mode of carrying out any works or the necessity for any new altered or substituted works or the amount of any costs incurred by the Council and under this section payable by the Company or as to any other matter or thing arising under the provisions of this section such difference shall be determined in manner provided by the Railway Companies Arbitration Act 1859 by an engineer to be appointed by the Board of Trade on the application of either party and the decision of such arbitrator shall be final and binding and the costs of such arbitration shall be in the discretion of the arbitrator.

For the protection of the vestries of Saint Pancras and Saint Marylebone.

33. For the protection of the vestries of the parishes of Saint Pancras and Saint Marylebone respectively the following provisions shall have effect unless otherwise agreed on between the vestry as herein-after defined and the Company (that is to say) :—

(1.) In this section—

“The parish” and “the vestry” respectively mean the parish and the vestry of the parish of Saint Pancras or the parish and the vestry of the parish of Saint Marylebone as the case may be in which the works in this section mentioned are to be executed :

“The chief surveyor” means the chief surveyor of the vestry and includes any other officer authorised by the vestry to act for him :

“Street” includes road roadway carriageway and footway in the parish under the control of the vestry :

“Sewer” includes any drain and gully in the parish under the control of the vestry :

(2.) Before the Company break up any part of any street or open any sewer or commence the construction of any part of the subways or works by this Act authorised or exercise any of the powers conferred upon them by the section of this Act of which the marginal note is “Power to strengthen and improve railway” which will interfere with any sewer or the surface of any street they shall give to the vestry or to the surveyor notice in writing of their intention to break up or open such street or sewer or to commence the construction of such part of the said subways or works and such notice shall be given not less than fourteen days before commencing the works or in case of emergency within twenty-four hours after commencing the works anything in the Railways Clauses Consolidation Act 1845 contained to the contrary notwithstanding and such notice shall be given by delivering the same personally to the surveyor or by leaving the same at his offices and shall specify the part of

the street or the position of the sewer intended to be broken up or opened or the situation of such portion of the subways and works about to be commenced by the Company as the case may be:

- (3.) Before commencing to break up or open any such street or any such sewer the Company shall submit such drawings of the proposed works rendering necessary or probable any such breaking up or opening to the surveyor who shall within fourteen days of their being left with him approve such drawings in writing or state his objections thereto. If the surveyor shall neglect within the period aforesaid to signify his approval of such drawings or to state his objections thereto the Company shall be at liberty to carry out the works in accordance with the same. If the surveyor shall make any objections to such drawings and any difference of opinion shall thereupon arise between the Company and the surveyor the matter in difference shall be settled in manner herein-after provided. No such street or sewer shall be broken up or opened except under the superintendence of the surveyor. Provided always that if the surveyor fail to attend at the time fixed for the breaking up of any such street or opening of any such sewer after having had such notice of the intention of the Company as aforesaid or shall refuse or neglect to superintend the operation the Company may perform the works specified in such notice without the superintendence of the surveyor:
- (4.) When and so often as the Company shall under the powers herein contained break up or disturb or cause to be broken up or disturbed any part of the surface of any street or for any of the purposes of this Act the Company shall within twelve months after any such street shall have been respectively broken up as aforesaid complete and finish the works of the Company for the purpose of executing which the same shall have been broken up and as soon as the works shall have been constructed it shall be lawful for the vestry to make good and restore any such street and the expense thereof occasioned thereby shall be paid by the Company to the vestry within one month after the same shall be demanded by them or the surveyor and it shall be lawful for the vestry or the surveyor at all times during the construction or repair of the said works or part or parts thereof over through upon along or under any such street to have access to such works and to cause any part of such street to be enclosed watched and lighted as and when and in such manner as to them or him may seem necessary and every expense occasioned thereby or incidental thereto including the costs of any such

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superintendence shall be paid by the Company on demand to the vestry and the Company shall also defray the expense incurred by the vestry in maintaining and keeping in repair such street for twelve months next after the same shall have been made good and restored as aforesaid :

- (5.) Before the Company shall commence any works which shall require the stopping up temporarily or the diversion of any thoroughfare within the parish or shall cause any obstruction to the passing of passengers or other traffic along any thoroughfare every such stopping up diversion or obstruction shall be subject to the reasonable approval of the surveyor and the Company shall before commencing such works at their own expense make all such temporary bridges for the passage of such traffic as the surveyor shall in writing reasonably require and it shall be lawful for the vestry to employ a sufficient number of officers or servants to regulate the course of all such traffic as may be diverted by reason of any of the works of the Company within the parish and all reasonable costs and charges occasioned by and incident to the employment of such officers or servants shall be paid on demand by the Company to the vestry :
- (6.) Excepting as herein otherwise provided any difference which may arise under the provisions in this Act contained between the Company and the surveyor shall be from time to time referred to and determined by an engineer to be agreed upon between the surveyor and the Company or failing any such agreement by an engineer to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers and the costs of such reference to be in the discretion of such engineer :
- (7.) Any sum of money which may be expended or costs charges and expenses which may be incurred by the vestry in paving diverting altering or making good any street or sewer or otherwise by reason of the same or any of them having been broken up opened or damaged by or for the purposes of the Company and which may be chargeable on the Company or any other sum of money recoverable or to be recovered by the vestry under this Act may be recoverable with all costs charges and expenses attending the proceedings for the recovery of the same in any court of competent jurisdiction and any damages which may be sustained by the vestry by reason of the non-observance by the Company of any of the provisions of this Act in relation to the vestry shall be assessed by any such court and may be recoverable with all costs charges and

expenses attending the proceedings for the recovery of the same in like manner as such charges and expenses are by this section made recoverable. A.D. 1890.

34. Nothing in this Act contained shall take away alter or prejudicially affect the estate rights privileges or interests of the Right Honourable William Henry Berkeley Viscount Portman his heirs successors sequels in estate or assigns as they now exist under any Act relating to the Metropolitan and Saint John's Wood Railway or to the Metropolitan Railway. For the protection of Viscount Portman.

35. Nothing in this Act contained shall prejudice or affect the rights of the Metropolitan District Railway Company under the Metropolitan District Railway Act 1873 or the Metropolitan and District Railways (City Lines and Extensions) Act 1879 or shall empower the Company to execute any works upon or in any way to interfere with the railway stations platforms sidings works and conveniences of the two companies forming part of the undertaking authorised by the last mentioned Act whether vested in the Company and the Metropolitan District Railway Company jointly or in either of these companies separately. Saving rights of the Metropolitan District Railway Company.

36. Any works to be executed under the section of this Act of which the marginal note is "Power to strengthen and improve railway" affecting the Metropolitan District Railway or the continuous working of the Inner Circle Railway or the free interchange of traffic between the railway of the Metropolitan District Railway Company and the lines forming the Inner Circle Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Metropolitan District Railway Company and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved the same. Such works shall be constructed so that the traffic upon the Metropolitan District Railway or the continuous working of the Inner Circle Railway or the free interchange of traffic between the railway of the Metropolitan District Railway Company and the lines forming the Inner Circle Railway shall not be in any way impeded or interfered with. If by reason of the construction or failure of such works or any of them the railway of the Metropolitan District Railway Company shall be injured or the traffic thereon impeded the Company shall compensate the Metropolitan District Railway Company for all costs to which For the protection of the Metropolitan District Railway.

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that company may be put in repairing the said damage and shall also pay by way of liquidated damages to the Metropolitan District Railway Company fifty pounds for every hour during which such traffic shall be impeded. The Company shall also indemnify the Metropolitan District Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors servants or workmen. Any difference which may arise between the Company and the Metropolitan District Railway Company under this enactment or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

Power to
make agree-
ments as to
junctions.

37. The Company on the one hand and the Aylesbury Company on the other hand may from time to time subject to the provisions of this Act enter into and carry into effect vary and rescind agreements with respect to the construction and maintenance of any junction or junctions of the railway by this Act authorised and the railway of the Aylesbury Company the alteration reconstruction use management and maintenance in connexion with any such junction of any of the stations platforms sidings works and conveniences of the said companies or either of them and the construction use management and maintenance in connexion with any such junction of new stations platforms sidings works and conveniences upon the railways of the said companies or either of them.

Vesting of
undertaking
of the
Aylesbury
Company
in the
Company.

38. The vesting of the undertaking of the Aylesbury Company in the Company shall be effected upon the terms and conditions and in the manner and subject to the provisions following (that is to say):—

1. The Company shall issue to the directors of the Aylesbury Company or on their request in writing to and amongst the several persons in this Act mentioned in that behalf the guaranteed stock authorised to be created by this section. Provided always that the Company shall not be required to see to the distribution of the said stock unless they undertake the distribution thereof:
2. The Company may and shall create stock to be called Metropolitan Railway three per centum guaranteed stock (herein-after called guaranteed stock) to the amount of one hundred thousand pounds for the purposes aforesaid and

such stock shall be entitled to a dividend out of the net profits of the Company available for dividend on the ordinary capital and in priority to such ordinary capital at the rates following (that is to say):—

For the year ending the thirtieth day of June one thousand eight hundred and ninety-two at the rate of one pound per centum per annum :

For the year ending the thirtieth day of June one thousand eight hundred and ninety-three at the rate of two pounds per centum per annum :

For every subsequent year at the rate of three pounds per centum per annum :

3. Of the sum of one hundred thousand pounds of guaranteed stock to be created under the powers of this Act—

(A.) Six thousand five hundred pounds shall be issued to or distributed amongst the several persons to whom at the date of vesting the Aylesbury Company shall be indebted for unpaid purchase money of lands required for the purposes of their railway and shall be divided amongst them pro rata according to the amount of the sums due to them and be accepted by them in full discharge of the sums so due :

(B.) Thirty-six thousand five hundred pounds shall be issued to or distributed amongst the debenture holders of the Aylesbury Company in lieu of and in exchange for their debentures with all interest which may have accrued thereon up to the date of such vesting as aforesaid and such sum shall be divided amongst them pro rata according to the amount of the debentures and interest thereon held by and due to them respectively and shall be accepted by them in full discharge of such debentures and interest and there shall also be issued one thousand six hundred and fifty pounds to trustees for the debenture holders to provide for current interest and their costs :

(C.) Such an amount as is equal to twelve shillings and sixpence in the pound on the capital amounts without interest due to the creditors of the Aylesbury Company not herein-before provided for shall be issued to and divided amongst them pro rata according to the amount of the sums due to them and shall be accepted by them in full discharge of the sums so due And if necessary the capital amounts so due to them as aforesaid shall be

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ascertained by an inquiry in the action now pending in the Chancery Division of the High Court entitled "Ware and others against the Aylesbury and Buckingham Railway Company":

Provided always that any counter-claim which the Aylesbury Company may have against the Great Western Railway Company shall be taken as a set-off at the rate of twelve shillings and sixpence in the pound without interest:

(D.) The balance of the said sum of one hundred thousand pounds after providing for the costs of the Company of and incident to this arrangement shall be divided amongst the ordinary shareholders of the Aylesbury Company pro rata according to the total amount paid up on the shares held by them respectively:

4. As on and from the thirtieth day of June one thousand eight hundred and ninety-one or from the date of the creation and issue of such guaranteed stock whichever shall first happen (which date is herein-after referred to as "the date of vesting") if the names of the several persons aforesaid have been registered in the books of the Company as the holders of the amount of the guaranteed stock to which they may be entitled as herein-before provided or if such stock has been issued to the directors of the Aylesbury Company (as the case may be) the undertaking of the Aylesbury Company and the several railways and branches stations sidings approaches buildings fixed plant warehouses and all other works whether complete or incomplete and all the lands and other the property estates books papers documents and assets of that company (other than moneys in hand and due and owing at the time of vesting) shall be and are hereby absolutely vested free from all encumbrances in the Company as part of their undertaking:

The Aylesbury Company shall as from the date of vesting be dissolved except for the purpose of winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act:

The vesting shall be deemed to be an amalgamation of the undertaking of the Aylesbury Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions herein contained:

The vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem duty and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the passing of this Act and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the passing of this Act to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

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39. On and from the date of vesting the Company may and shall exercise and fulfil in their own name and under their own seal and in the names and under the hands of their directors officers or servants all the rights powers liabilities and obligations of the Aylesbury Company whether with reference to the acquisition of lands the construction of works the levying of tolls rates and charges or otherwise in like manner as those rights powers liabilities and obligations are authorised and required to be exercised and fulfilled by the Aylesbury Company but not including any powers relating to the raising of capital or the borrowing of money.

Company may exercise powers of the Aylesbury Company.

40. Notwithstanding anything in this Act contained no person shall become entitled under this Act to any fractional part of a pound of guaranteed stock but in every case in which any such person would but for this enactment have become entitled to a fractional part of a pound of such stock the Company may at their option receive from such person such a further sum in cash as will make up an even pound or pay to such person in cash the amount of such fractional part.

As to fractional parts of a pound of guaranteed stock.

41. All guaranteed stock issued to holders of debentures or shares in the Aylesbury Company or to creditors of that Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the debentures or shares in the Aylesbury Company or the moneys due to such creditors (as the case may be) in respect of which such stock is issued were immediately before the date of such issue held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition of or affecting any such debentures shares or moneys respectively and every deed or other instrument or disposition affecting such debentures shares or moneys respectively shall be held to apply to the guaranteed stock so issued in respect thereof or to a proportionate part thereof as the case may be.

Guaranteed stock to be held on same trusts as the stock &c. in respect of which it is issued.

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Power to
apply funds
to purposes
of vesting.

42. The Company may from time to time apply any moneys which they have power to raise under this or any other Act and which are not or may not be required for the special purposes for which the same may be authorised to be raised for the purposes of carrying the said vesting into effect and of the first expense of repairing altering improving and equipping the Aylesbury and Buckingham Railway and if thought fit of laying additional rails upon the same or any portion thereof being in all cases purposes to which capital is properly applicable.

Agreements
as to joint
construction
of subways.

43. The Company on the one hand and the Great Northern Railway Company and the London and North-western Railway Company and any public local or road authority or other like body on the other hand may from time to time enter into and carry into effect agreements with respect to the construction maintenance control management and use of the subways by this Act authorised and in the event of any agreement being entered into for the construction by the Company and the London and North-western Railway Company jointly of the Subway Number 1 by this Act authorised or by the Company and the Great Northern Railway Company jointly of the Subway Number 2 by this Act authorised the said companies respectively may subscribe and contribute towards the cost of such subways and works respectively or any part thereof.

Extension of
time for
completion
of railway
authorised
by Act of
1885.

44. The powers granted by the Metropolitan Railway Act 1885 for the completion of and otherwise relating to the railway secondly described in section 9 of that Act and of the works connected therewith are hereby extended for a period of three years from the sixteenth day of July one thousand eight hundred and ninety and section 17 of that Act shall be read and construed as if the period by this Act limited for the completion of and otherwise in relation to the said railway had been the period by that Act limited :

If the said railway be not completed within the extended period by this Act limited for its completion then on the expiration of that period the powers for making and completing that railway or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Agreements
with pro-
prieters of
exhibitions
&c.

45. The Company may from time to time enter into and carry into effect and rescind agreements and arrangements with any company or body whether now existing or hereafter to be constituted or any person or persons holding acquiring or occupying or who may hold acquire or occupy any land or property on or near to the Company's railway for any purpose of or in connexion with any exhibition or any place of instruction recreation or amusement

with reference to through booking by the Company's railway to any such land or property or to any such exhibition place of instruction recreation or amusement erected or being thereon. A.D. 1890.

46. It shall be lawful for the Company to apply towards the purposes of this Act any of the moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised and the Company may from time to time subject to the provisions of Part II. of the Companies Clauses Act 1863 raise in addition to the sums of money which they are already authorised to raise any further capital not exceeding in the whole one hundred and fifty thousand pounds by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by any one or more of those modes respectively which shares or stock shall form part of the general capital of the Company. Company may apply their funds and may raise additional capital.

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

48. Twenty per centum on the amount of any share to be issued by the Company under the authority of this Act shall be the largest amount of any call which may be made thereon and there shall be an interval of not less than three months between any two successive calls and the Company shall not call up more than three fourths of a share in any year. Calls.

49. The proprietors of any ordinary shares or stock to be issued by the Company under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented by such shares or stock would have entitled them to if the same had been shares or stock in any of the issues of ordinary stock of the Company and the proprietors of any preference shares or stock to be issued by the Company under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented by such shares or stock would have entitled them to if the same had been preference shares or stock in any of the classes of preference shares or stock of the Company and every proprietor of shares or stock in any two or more of the said classes of preference stock shall be entitled to such number of votes in respect thereof as he would be entitled to if all the said shares or stock were of one and the same class of preference stock. As to the votes of proprietors of shares or stock.

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New shares or stock raised under this Act and any other Act may be of same class.

50. Subject to the provisions of any Act already passed by which the Company may be authorised to raise capital by new shares or stock and to the provisions of this Act and of any other Act or Acts passed in the present session of Parliament whether before or after the passing of this Act by which the Company are authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to borrow.

51. The Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow on mortgage of the undertaking in respect of the additional capital of one hundred and fifty thousand pounds which they are by this Act authorised to raise any sum not exceeding in the whole fifty thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

52. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise money by borrowing for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Com-

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

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53. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act and which shall be subsisting at the passing thereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act But nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Existing mortgages to have priority.

54. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 But notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Debenture stock.

55. All moneys raised under this Act whether by shares or stock or debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Application of moneys.

56. If any money is payable to a shareholder or stockholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt clause in case of persons non sui juris.

57. The London and North-western Railway Company and the Great Northern Railway Company respectively may apply to the purposes of this Act in which they are interested and to which capital is properly applicable any of the moneys which they now

Power to other companies to apply corporate

[Ch. cxxviii.] *Metropolitan Railway Act, 1890.* [53 & 54 VICT.]

A.D. 1890. have in their hands or which they have power to raise by shares
funds to stock debenture stock or mortgage by virtue of any Acts relating to
purposes of such companies respectively and which may not be required for the
Act. purposes to which they are by that Act made specially applicable.

Interest not to be paid on calls paid up. **58.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

Provision as to general Railway Acts. **60.** Nothing in this Act contained shall exempt any of the before-mentioned companies 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 now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by those companies respectively.

Costs of Act. **61.** 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.

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