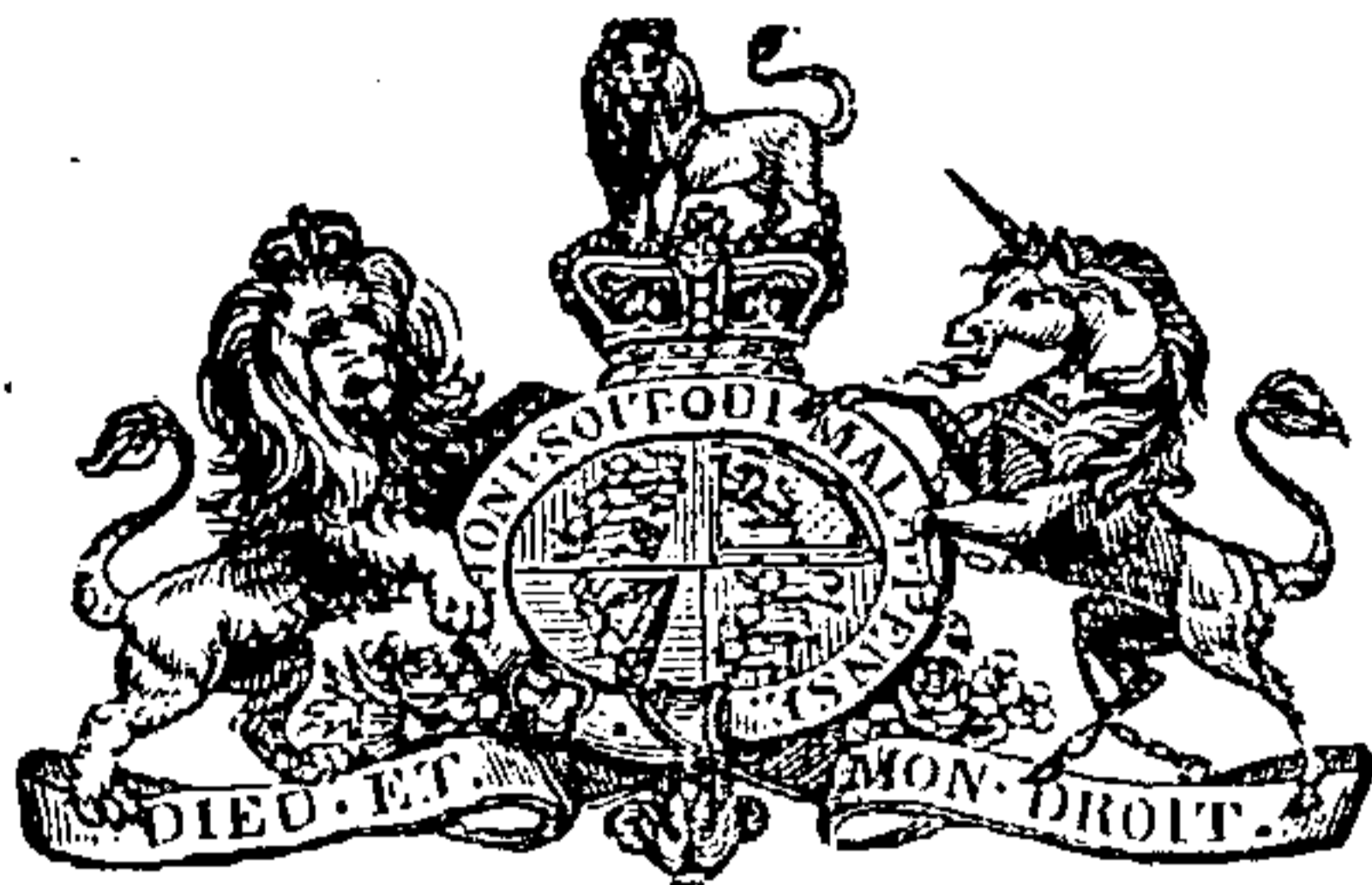


[56 & 57 VICT.]

*Charing Cross, Euston, and
Hampstead Railway Act, 1893.*

[Ch. ccxiv.]



CHAPTER ccxiv.

An Act for incorporating the Charing Cross Euston and Hampstead Railway Company and for empowering them to construct Underground Railways from Charing Cross to Hampstead with a branch to Euston Station and for other purposes. A.D. 1893.
[24th August 1893.]

WHEREAS the underground railways herein-after described would be of public and local advantage such railways being constructed in two tunnels (for separate up and down traffic) and worked by electricity or cable traction and approached by stairs and lifts and being constructed at such depth and in such manner under the public highways as to avoid any interference with the surface or roadway thereof :

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

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

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

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

A.D. 1893. Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title. 1. This Act may be cited as the Charing Cross Euston and Hampstead Railway Act 1893.

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

The construction of the railway and the works connected therewith;
Section 45 (as to lands for additional stations);

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

The regulation and use of the railway;

The settlement of disputes by arbitration;

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

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

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

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

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

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

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

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

parish and in the second case the clerk of the district board
respectively : A.D. 1893.

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

4. Sir Frederick John William Johnstone Baronet James Walter Company
incorporated.
Viscount Grimston Edwin Levy Henry Herbert Montague Smith
Joseph Browne Martin John Coupland Ernest Lafont Heatley and
all other persons and corporations who have already subscribed to
or shall hereafter become proprietors in the undertaking and their
executors administrators successors and assigns respectively shall
be and are hereby united into a company for the purpose of making
and maintaining the railways and for other the purposes of this
Act and for those purposes shall be and are hereby incorporated by
the name of "The Charing Cross Euston and Hampstead Railway
Company" and by that name shall be a body corporate with
perpetual succession and a common seal and with power to purchase
take hold and dispose of lands and other property for the purposes
of this Act.

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

Provided always that nothing in this Act shall authorise the
Company (except for the purpose of making trial borings as provided
by this Act) to enter upon take or use the surface of any public
street or road but (subject as aforesaid) the Company may enter
upon take and use the subsoil and under surface of any public street
road or footway shown on the deposited plans and described in the
deposited book of reference or so much thereof as shall be necessary
for the purposes aforesaid :

Provided further that notwithstanding anything contained in this
Act or shown on the deposited plans the Company shall not enter
upon take or use any of the properties numbered on the said plans

A.D. 1893. — and in the deposited book of reference 130 to 142 both inclusive in the parish of Saint Marylebone.

Description
of works.

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

Railway No. 1 four miles four furlongs and eight chains in length commencing in the parish of Saint Martin-in-the-Fields in and under the Strand at or near the junction therewith of Southampton Street and terminating in the parish of St. John Hampstead in and under the High Street at or near the junction therewith of Heath Street :

Railway No. 2 three furlongs seven chains and sixty-five links in length (being a portion of the Railway No. 2 as shown on the deposited plans) commencing in the parish of Saint Pancras in and under the Hampstead Road at or near the junction therewith of Seaton Street by a junction with Railway No. 1 and terminating in the parish of Saint Pancras at or near the west side of Chalton Street :

A subway for foot passengers wholly in the parish of Saint Martin-in-the-Fields commencing in and under Agar Street at or near the junction therewith of the Strand and terminating at the Charing Cross Station of the South Eastern Railway Company at a point forty yards or thereabouts westward from the junction of Villiers Street with the Strand.

General
provisions
as to mode
of construc-
tion.

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

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

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

(C.) The station tunnels shall not have an internal diameter exceeding twenty-five feet and the tunnels between the stations shall not (except where necessary for adjustment at curves) have an

internal diameter exceeding eleven feet six inches and the internal diameter of the shafts shall not exceed forty feet : A.D. 1893.

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

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

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

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

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

8. The traffic on the railways shall be worked by means of carriages propelled by cable traction electricity or such other motive power as may be sanctioned by the Board of Trade not being steam locomotives. Motive power.

9. The following provisions shall apply to the use by the Company of electric power under the provisions of this Act unless Restrictions on use of electric power.

A.D. 1893. such power is entirely contained in and carried along with the
carriages :—

- (1.) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance :
- (2.) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances :
- (3.) The exercise of the powers by this Act conferred with respect to the use of electric power shall be subject to regulations to be prescribed by the Board of Trade within nine months after the passing of this Act herein-after referred to as the prescribed regulations and to any regulations which may be added thereto or substituted therefor respectively by any order which the Board of Trade may and which they are hereby empowered to make from time to time as or when they may think fit for regulating the employment of insulated returns or of uninsulated metallic returns of low resistance for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return :
- (4.) The Company using electric power contrary to the provisions of this Act or to any of the prescribed regulations or to any regulation added thereto or substituted therefor by any order made by the Board of Trade under the authority of this Act shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or not the Board of Trade in case in their opinion the Company in the use of electric power under the authority of this Act have made default in complying with the provisions of this Act or with any of the prescribed regulations or with any regulation which may have been added thereto or substituted therefor as aforesaid may by order direct the Company to cease to use electric power and thereupon the Company shall cease to use electric power and shall not again

use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order : A.D. 1893.
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(5.) The Company shall take all reasonable and proper precautions in constructing placing and maintaining their electric lines circuits and other works of any description and in using their electric lines circuits and other works so as not injuriously to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electric power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus Provided always that the Company shall be deemed to take all such reasonable and proper precautions as aforesaid if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as the Board of Trade shall direct and in giving such directions the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking Provided also that at the expiration of a period of three years from the passing of this Act nothing in this sub-section shall operate to give any right of action in respect of or to protect any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents Provided further that the Board of Trade may by order extend the said period of three years in respect of all or any part or parts of such wires lines or apparatus and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order and the reasons therefor If any difference arises between the Company and any other party with respect to anything in this sub-section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be :

(6.) Nothing in this section shall apply to the use of any electric line circuit or work of any company corporation or person

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authorised by Act of Parliament or Provisional Order confirmed by Parliament to supply energy for electric lighting purposes so far as such use is limited to such purposes.

Capital.

10. The capital of the Company shall be one million four hundred and sixteen thousand pounds in one hundred and forty-one thousand six hundred shares of ten pounds each.

Shares not
to be issued
until one-
fifth paid up.

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

Calls.

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

Power to
divide
shares.

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

Dividends
on half-
shares.

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

Dividends
on preferred
shares to be

15. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by

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

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paid out of
profits of the
year only.

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

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

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

Terms of
issue to be
stated in
certificates.

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

Forfeiture
of preferred
shares.

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

Preferred shares
not to be
cancelled or
surrendered.

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

Half-shares
to be half-
shares in
capital.

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Power to
borrow on
mortgage.

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

Provided always that the power hereby conferred upon the Company of borrowing by instalments shall not be exercised in respect of any instalment unless and until the Company have in respect of each instalment completed to the satisfaction of the Board of Trade the tunnels forming one or more of the under-mentioned sections of the railway namely:—

- (1.) Between the termination of Railway No. 1 and the junction thereof with Railway No. 2;
- (2.) Between that junction and Oxford Street;
- (3.) Between Oxford Street and the commencement of Railway No. 1;
- (4.) Between the commencement of Railway No. 1 and the termination of Railway No. 2.

Arrears may
be enforced
by appoint-

22. 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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ment of a
receiver.

23. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Power to
create
debenture
stock.

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

Receipt in
case of
persons not
sui juris.

25. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

Application
of moneys.

26. The first ordinary meeting of the Company shall be held within six months next after the passing of this Act.

First
ordinary
meeting.

27. The number of directors shall be seven but the Company may from time to time increase and reduce the number of directors provided that the number be not more than nine nor less than five.

Number of
directors.

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

Qualification
of directors.

29. The quorum of a meeting of directors shall be three.

Quorum of
directors.

30. Sir Frederick John William Johnstone Baronet James Walter Viscount Grimston Edwin Levy Joseph Browne Martin John Coupland Ernest Lafont Heatley and one other person to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or

First
directors.Election of
directors.

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may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained of increasing or reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for
extra-
ordinary
purposes.

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

Period for
compulsory
purchase of
lands.

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

Persons
authorised
to convey
lands may
grant ease-
ments.

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

Power to
sell &c.
lands.

34. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained the Company may from time to time sell lease or

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

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

Power to
deviate
laterally.

36. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient Provided always that it shall not be lawful for the Company except under Holly Hill and Heath Street to deviate upwards from the levels of the railways marked as aforesaid so as to bring the uppermost rails nearer to the surface than thirty feet or to a greater extent than five feet where the uppermost rails as shown on the deposited sections are thirty-five feet or more but less than forty feet below the surface of the ground or ten feet where such rails are forty feet or more but less than sixty feet below the surface of the ground or fifteen feet where such rails are sixty feet or more below the surface of the ground.

Power to
deviate
vertically.

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

Company
not to break
up surface
of streets.

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As to
subways.

38. Any subway by this Act authorised shall so far as it is to be constructed under and within twenty feet of the surface of any public street be constructed only in accordance with plans sections and specifications previously submitted to and reasonably approved by the engineer of the Council.

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

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

Provision as
to cellars
under streets
not refe-
renced.

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

Conditions
to be
observed in
opening road
for boring
purposes.

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

As to cart-
ing materials
and soil.

42. In the construction of the railway and works the Company shall not without the consent of the Council permit or suffer any cart or waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare except between the hours of ten o'clock p.m. and seven o'clock a.m. and shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway or works through the public streets except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom and if the Company their contractors servants or agents commit any breach of this section they shall be liable to a penalty not exceeding forty shillings for each offence and any such penalty may be recovered in a summary manner before any court of summary jurisdiction.

As to
entrance at
stations &c.

43. The entrance and exits to and from the station buildings of the Company and the waiting accommodation to be provided therein for passengers shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the

adjoining streets and before the works are commenced plans thereof shall be submitted to the Council in respect of all stations and in default of agreement the same shall be determined by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

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

For the
protection
of sewers of
the Council.

- (1.) The Company shall not commence any of the works by this Act authorised which shall or may pass over under or by the side of or so as to interfere with the sewers of the Council until they shall have given to the Council one month's previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the Council with plans and sections thereof as herein-after defined and until the Council shall have signified their approval of the same unless the Council do not signify their approval disapproval or other directions within twenty-one days after service of the said plans and sections as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the Council in the execution of the said works and shall provide by new altered or substituted works in such manner as the Council shall reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the Council against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer of the Council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the Council may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Council by the Company on demand and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the Council as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the Council but all such rights powers and

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authorities shall be as valid and effectual as if this Act had not been passed :

- (2.) As regards any work in respect of which the Company are under the provisions of the last preceding sub-section required to submit plans and sections to the Council the Council may require the Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the Council and the Company shall in constructing such work deviate accordingly :
- (3.) It shall not be lawful for the Company to remove any soil or material from under any road except such as must be excavated from the space to be occupied by the tunnels subway and stations and the approaches thereto :
- (4.) The plans to be submitted to the Council for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the level at which the railways and subway are proposed to be constructed and shall accurately describe the position of all sewers of the Council within the limits of deviation of the railways and subway shown on the deposited plans thereof (for which purpose the Council shall allow the Company access to plans in their possession and to any sewers in order to enable the Company to obtain reliable information) and shall comprise detailed drawings of every alteration which the Company may propose to make in any such sewer :
- (5.) The Council may require such modifications to be made in the said plans drawings sections and particulars as may be reasonably necessary to secure the sewers and drainage system of London under the jurisdiction and control of the Council against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers :
- (6.) The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the Council and the Council shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction :
- (7.) The approval by the Council of any plans or superintendence by the Council of any work under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise.

45. Whereas the Council are about to construct a new intercepting sewer which will cross the line of the railway near Camden Road and the construction of the railway in the situation and at the level shown on the deposited plans and sections between the junction of Delancey Street with High Street Camden Town and the junction of James Street with Chalk Farm Road would interfere with the construction of the said proposed sewer Therefore the Company shall in constructing their railway between these points make such deviations in line and level as the Council may require not exceeding ten feet so as to avoid any interference with the construction of the said intercepting sewer.

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For protection of sewer at Regent's Park.

46. It shall be lawful for the engineer or other officer of the Council duly appointed for the purpose by the said engineer from time to time to enter upon and inspect any works of the Company under or in the neighbourhood of any street or part of a street in or under which there are or may be any sewers or works of the Council and any subway which under the provisions of this Act is required to be constructed in accordance with plans sections and specifications approved by the said engineer.

Inspection of works by Council.

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

Walls of buildings to be made good.

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

Buildings not to be brought beyond general line &c.

49. Any buildings erected on any land acquired under this Act (except such buildings or parts of buildings as may be used for the purposes of railway works or a station) shall be subject to the provisions of the Acts relating to buildings in the metropolis.

Buildings to be subject to Metropolitan Building Acts.

50. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the Council and by the clerk to the district board or vestry of the district or parish in which such part of the works is situate and if any such placard or

Exhibition of placards in the county of London.

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advertisement be affixed or exhibited without such approval the said Council district board or vestry and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company.

For the
protection
of the sewers
of district
boards and
vestries.

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

a referee to be appointed by the Board of Trade and be a debt due from the Company to such board or vestry as the case may be and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of such board or vestry as the case may be as any sewers or works now or hereafter may be And nothing in this Act shall except as herein-before provided extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in such board or vestry or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

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52. The provisions of the last preceding section of this Act shall so far as applicable extend and apply to the latrine or public convenience in Cambridge Circus and to the board of works for the Strand district in respect thereof.

For the
protection
of the Strand
district
Board of
Works.

53. For the protection of the vestry of the parish of Saint Pancras in the county of London (in this section called the vestry) the following provisions shall have effect (that is to say):—

For the
protection
of the vestry
of St.
Pancras.

(1.) Nothing in this Act contained shall interfere with the powers of the vestry as they shall from time to time think fit to construct sewers and drains or to repair or inspect any sewer or drain or to make any connexion or communication therewith but every such alteration shall be carried out so as not to cause any interference with or any injury or damage to any of the Company's works :

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

(3.) The Company shall not permit any vehicle employed in removing from or bringing to the railway or any shaft any soil materials or plant to be loaded or unloaded in any main highway nor to be loaded or unloaded in any highway in the said parish in such a manner as to obstruct the ordinary traffic thereof nor shall they permit any soil or other matters excavated from the railway to be carried through any highway in the said parish except in vehicles so constructed as to prevent any such soil or matter dropping therefrom and if the Company their contractors or agents commit any breach of this section they shall be liable

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to a penalty not exceeding forty shillings for every such offence and every such penalty may be recovered summarily :

- (4.) The Company shall from time to time pay to the vestry all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April 1893 notwithstanding that the buildings thereon or forming part thereof may have been taken down :
- (5.) The foregoing provisions shall be in addition to the provisions contained in the section of this Act the marginal note whereof is "For the protection of the sewers of district boards and vestries" and in construing those provisions for the protection of the sewers of the vestry the word "sewer" shall include a drain and a culvert for carrying off surface water :
- (6.) If by reason of the works of the Company any injury be at any time caused to the bridge carrying the road known as the Chalk Farm Road over the Regent's Canal or to the said road the Company shall from time to time forthwith at their own cost in all things execute and do all such works as may be necessary to repair such injury and to restore the said bridge and road to the reasonable satisfaction of the vestry and in default thereof the vestry may themselves execute and do such acts and things and recover the cost thereof from the Company in any court of competent jurisdiction and the Company shall at all times indemnify and save harmless the vestry from all loss damages and expenses which may arise from or be consequent on such injury.

For the
protection
of the vestry
of St. John
Hampstead.

54. With reference to so much of the railway and works by this Act authorised as shall be situated within the parish of Saint John Hampstead and for the protection of the vestry of that parish (in this section called the vestry) the following provisions shall apply :—

- (1.) In the event of the railway in Hampstead being worked by electricity the Company shall not construct any works for generating electricity on lands in Hampstead other than those delineated on the plans and described in the book of reference except upon a site to be approved by the vestry or in case of difference by the Board of Trade :

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- (2.) The entrances and exits to and from the terminal station buildings at Hampstead and the waiting accommodation to be provided therein for passengers shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in High Street and Heath Street Hampstead and before the works are commenced plans thereof shall be submitted to the Council and also to the vestry and in default of agreement the same shall be determined by an arbitrator to be appointed on the application of any party by the President for the time being of the Institution of Civil Engineers before whom the Council and the vestry shall be entitled to appear and be heard and the costs of the arbitration shall be in the discretion of the arbitrator :
- (3.) All tunnels arches and other works within the said parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any steam roller that the vestry may use for repairing the streets and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency of strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works :
- (4.) The Company shall not deposit any subsoil or materials anywhere within the said parish so as to cause any nuisance or obstruction to any person using the roads or footways within the parish :
- (5.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter :
- (6.) The Company shall not where any house or building has been demolished by them leave the flanks thereof or of any adjoining structures in any unsightly condition after the completion of the railway :
- (7.) The Company shall not in the construction of the railway and works remove or in any way interfere with any footpath plantation or public grass banks in the parish of Hampstead :

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(8.) While the Company are possessed under the authority of this Act of any lands houses buildings cellars easements or other property within the parish of Hampstead assessed or liable to be assessed to any parochial poor or sewer rate or other general or special rate and until any works to be constructed by the Company in the said parish under or consequent on the powers of this Act are so far completed as to be assessed or liable to be assessed the Company shall be liable to make good and shall make good the deficiency in the assessment for such rates by reason of such lands houses buildings cellars easements or other property being taken or used by them for the purposes of this Act or other the purposes of their undertaking and the deficiency shall be computed according to the rental at which such lands houses buildings cellars easements or other property respectively are rated at the time of the passing of this Act and on demand the Company shall pay the deficiency to the collectors of such rate or rates respectively.

For the
protection
of the vestry
of St. Mary-
lebone.

55. For the protection of the vestry of the parish of Saint Marylebone in the county of London (in this section called the vestry) the following provisions shall have effect (that is to say):—

- (1.) The Company shall not deposit any subsoil or materials of any kind anywhere within the said parish so as to cause any inconvenience nuisance or obstruction to any persons or vehicles using the roads or footways within the said parish:
- (2.) The Company shall not permit any vehicle employed in removing from or bringing to the railway or any shaft any soil materials or plant to be loaded or unloaded in any main highway nor to be loaded or unloaded in any highway in the said parish in such a manner as to obstruct the ordinary traffic thereof nor shall they permit any soil or other matters excavated from the railway to be carried through any highway in the said parish except in vehicles so constructed as to prevent any such soil or matter dropping therefrom and if the Company their contractors or agents commit any breach of this section they shall be liable to a penalty not exceeding forty shillings for every such offence and every such penalty may be recovered summarily:
- (3.) Nothing in this Act shall prevent the vestry of Saint Marylebone from constructing an underground convenience in the soil of the streets in their parish above the tunnel of the railway not exceeding in depth twenty feet from the surface of the street.

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

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For the
protection
of the St.
Giles' dis-
trict Board
of Works.

- (1.) All tunnels arches and other works within the district of the board shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the said district but also any steam roller that the Board may use for repairing the streets or roadways and the Company shall indemnify and make good to the board all costs and expenses that the board may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railway and works:
- (2.) The Company shall not deposit any subsoil or materials anywhere within the district of the board so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the district of the board:
- (3.) The Company shall make full compensation to the board for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the board in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter:
- (4.) The Company shall not where any house or building has been demolished by them leave the flanks thereof or of any adjoining structures in any unsightly condition after the completion of the railway:
- (5.) If the Company shall construct a station in or near Tottenham Court Road or within the district of the board or within any street adjoining the same which is under the control or maintained by the board the board may contribute towards the costs and expenses of the Company in relation to any widening or improvement that may be rendered necessary or desirable in consequence of such station and for the purpose of paying any such contribution or any part thereof may borrow the requisite moneys and for the purpose of securing the repayment with

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interest of any moneys to be borrowed as aforesaid the board may mortgage or assign the moneys or rates authorised to be raised by them under the Metropolis Management Act 1855 and the provisions of sections 183 to 191 inclusive of such last-mentioned Act shall apply to any such borrowing by the board as aforesaid.

For the
protection
of the vestry
of St.
Martin-in-
the-Fields.

57. With reference to so much of the railways and subway by this Act authorised as will be constructed in or under the parish of Saint Martin-in-the-Fields in the county of London (in this section herein-after called the parish) and for the protection of the vestry of the parish (in this section herein-after called the vestry) the following provisions shall apply and have effect:—

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

(5.) While the Company are possessed under the authority of this Act of any lands houses buildings cellars easements or other property within the parish of Saint Martin-in-the-Fields assessed or liable to be assessed to any parochial poor or sewer rate or other general or special rate and until any works to be constructed by the Company in the said parish under or consequent on the powers of this Act are so far completed as to be assessed or liable to be assessed the Company shall be liable to make good and shall make good the deficiency in the assessment for such rates by reason of such lands houses buildings cellars easements or other property being taken or used by them for the purposes of this Act or other the purposes of their undertaking and the deficiency shall be computed according to the rental at which such lands houses buildings cellars easements or other property respectively are rated at the time of the passing of this Act and on demand the Company shall pay the deficiency to the collectors of such rate or rates respectively.

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58.—(1.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs wires or other works (herein-after called apparatus) of any of the following companies viz. The New River Company the West Middlesex Waterworks Company the East London Waterworks Company the London Hydraulic Power Company the Metropolitan Electric Supply Company Limited the London Electric Supply Corporation Limited the Electricity Supply Corporation Limited the Westminster Electric Supply Corporation Limited the National Telephone Company Limited and the vestry of Saint Pancras (in respect of their electric apparatus) (each herein-after referred to as the protected company and collectively as the protected companies) are situate the Company shall from time to time deliver to such protected company or companies plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to such protected company or companies at least fourteen days before the commencement of any such work :

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

If it should appear to any protected company that such works will interfere with or endanger any of their apparatus or impede the supply of water hydraulic power electric energy or gas such protected company may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any

A.D. 1893. apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if any protected company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require such protected company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of such protected company and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction :

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

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

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

(5.) The expense of all repairs or renewals of any apparatus of any such protected company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts

or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the railways and works or at any time thereafter shall be borne and paid by the Company and may be recovered against the Company by such protected company as the case may be in any court of competent jurisdiction :

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

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

A.D. 1893. of preventing any such electric apparatus of the protected company from being injuriously affected by the said act or work :

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

For protection of the Gas Light and Coke Company.

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

(1.) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the gas company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the gas company and the Company shall not lay down any such mains pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the gas company Provided always that if the gas company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office the gas company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction :

(2.) And whereas there are divers mains pipes syphons and other apparatus belonging to the gas company in divers streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which

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

- (3.) If any interruption whatever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of ten pounds for every hour during which such interruption shall continue :
- (4.) It shall be lawful for the gas company and the engineers workmen and others in their respective employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there are existing any mains or pipes of the gas company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing the gas company their engineers or workmen or others in the employ of the gas company shall not interrupt the user of any of the works by this Act authorised And provided also that the gas company shall make good and reimburse to the Company all damages to the works by this Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction :
- (5.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes

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syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid:

- (6.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called apparatus) of the gas company are situate the Company shall from time to time whenever the Company's works are or are intended to be executed within a horizontal distance of five feet of the perpendicular line through a main of the gas company or within a vertical distance of fifteen feet of the horizontal line through a main of the gas company deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the gas company at least fourteen days before the commencement of any such work. If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the

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Company And if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction :

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

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

(9.) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the gas company or with any requirement of the gas company or in accordance with any direction or award of an arbitrator shall not excuse the Company from paying or making good to the gas company under this Act any costs losses damages expenses interruption or compensation or from indemnifying the gas company under this Act :

(10.) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment and any disagreement within section 19 of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as the said arbitrator may direct.

60. Nothing contained in this Act shall authorise the Company to enter upon take and use either temporarily or permanently for the purposes of or in connexion with the subway proposed to be constructed by this Act any part of the approach and forecourt of

For the pro-
tection of the
South
Eastern
Railway
Company.

A.D. 1893. the Charing Cross Station or any lands and property belonging to the South Eastern Railway Company without the consent in writing of the said last-mentioned Company under their common seal.

For the protection of the London and North Western Railway Company.

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

(1.) The Company shall not without the previous consent in writing of the North Western Company under their common seal take use enter upon or in any way alter or interfere with either temporarily or permanently any lands or property belonging to the North Western Company nor shall the Company notwithstanding anything contained in this Act without the like consent in constructing so much of the said Railway No. 1 and the works connected therewith as passes along and under the Hampstead Road and under the railway of the North Western Company deviate upwards from the levels thereof as shown on the deposited sections and in constructing so much of the said Railway No. 1 and the works connected therewith as passes along and under Haverstock Hill and over the Hampstead Junction Railway of the North Western Company deviate downwards from the levels thereof as shown on the deposited sections and in constructing so much of the said Railway No. 2 and the works connected therewith as passes along and under Drummond Street between Coburg Street and Seymour Street deviate upwards to a greater extent than five feet from the levels thereof as shown on the said deposited sections:

(2.) The Company shall before they commence the construction of—

(a) So much of Railway No. 1 as shall or may pass under the railway of the North Western Company where such railway passes under the Hampstead Road;

(b) So much of Railway No. 1 as shall or may pass along and under the Chalk Farm Road between Grange Road and Regent's Park Road;

(c) So much of Railway No. 1 as shall or may pass along and under Haverstock Hill and over the Hampstead Junction Railway of the North Western Company;

(d) So much of Railway No. 2 as shall or may pass along and under Drummond Street between Coburg Street and Seymour Street;

submit to the North Western Company proper and sufficient

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

- (3.) If it shall at any time appear to the said principal engineer either during the construction or after the completion of the said portions of Railways Nos. 1 and 2 that any further or other works or appliances are required either by way of addition to the existing works of the North Western Company or in connexion with the works of the said portions of Railways Nos. 1 and 2 so as to prevent subsidence or injury happening to any of the railways of the North Western Company owing to or in consequence of the execution of any of the works by this Act authorised the Company shall on being thereunto required in writing under the hand of the said principal engineer make and execute at their own expense such works as the said principal engineer shall require :
- (4.) The Company shall at their own expense construct and at all times maintain so much of the railways and works by this Act authorised and mentioned in paragraphs (a) (b) (c) and (d) of sub-section 2 of this section and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the North Western Company and also any further works which may be constructed under the provisions of the last preceding sub-section in substantial repair and good order and condition to the reasonable satisfaction in all respects of the said principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North

A.D. 1893.
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Western Company and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the North Western Company may reasonably think requisite and the sum from time to time certified by such principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered with full costs by the North Western Company from the Company in any court of competent jurisdiction Provided always that in the event of any dispute between the Company and the North Western Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers :

- (5.) If during the execution of any of the works herein-before referred to the said railways of the North Western Company or any of the works connected therewith respectively or any lands or property of that Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the North Western Company may make good the same and recover the amount expended in so doing with full costs from the Company in any court of competent jurisdiction :
- (6.) The Company shall not in making and maintaining the said Railways Nos. 1 and 2 and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railways of the North Western Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railways or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the North Western Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption or interference such costs and expenses and compensation to be recoverable with full costs by the North Western Company from the Company in any court of competent jurisdiction :
- (7.) During the construction of so much of the railways and works by this Act authorised and mentioned in paragraphs (a) (b) (c) and (d) of sub-section 2 and of any of the further works

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mentioned in sub-section 3 of this section the Company shall bear and on demand pay to the North Western Company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching their said railways and the works and conveniences connected therewith and their said lands or property with reference to and during the execution of the intended railways and works and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise :

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

62. And whereas it is intended that the Railway No. 1 shall be carried under the line of the North London Railway Company (herein-after called the North London Company) where the same is carried by a bridge over Chalk Farm Road and it is expedient that provision should be made for the protection of the railway works and property of the North London Company Therefore the following provisions shall unless otherwise agreed between the Company and the North London Company be observed and have effect (that is to say) :—

For the protection of the North London Railway Company.

- (1.) The Company shall twenty-eight days before entering either temporarily or permanently upon the land under Chalk Farm Road for the purpose of constructing or commencing the construction of that part of the Railway No. 1 which shall or may pass under the said railway of the North London Company and for a distance of two hundred lineal feet on each side of the bridge carrying the said railway over Chalk Farm Road furnish

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to the North London Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said bridge and for a distance of two hundred lineal feet on each side thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the North London Company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by a civil engineer to be on the application of the two companies or either of them appointed by the President for the time being of the Institution of Civil Engineers and such works shall be carried into effect only in accordance with such determination and agreement and under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the North London Company and at the costs charges and expenses in all respects of the Company :

- (2.) The Company shall at all times maintain the works by which such Railway No. 1 shall be carried under that part of Chalk Farm Road which lies beneath the said railway of the North London Company and the works land and conveniences connected therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the North London Company and if and whenever the Company fail so to do the North London Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the North London Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of repayment the amount due or unpaid may be recovered with full costs by the North London Company from the Company in any court of competent jurisdiction :
- (3.) If during the execution of the works the said railway of the North London Company or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the North London Company may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction :
- (4.) The Company shall not in making and maintaining the said Railway No. 1 and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted

and safe user of the railway of the North London Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the North London Company for each such obstruction twenty-five pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue : A.D. 1893.

- (5.) During the construction of the Railway No. 1 and works hereby authorised under and adjacent to the said railway of the North London Company the Company shall bear and on demand shall pay to the North London Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employ or otherwise :
- (6.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North London Company all costs losses damages and expenses which may be occasioned to their railway or to any of the works or property thereof or to the traffic thereon or to any person or persons using the same or otherwise by reason of the construction or failure of the Railway No. 1 and works by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the North London Company from all claims and demands upon or against them by reason of such execution or failure and of any such omission :
- (7.) Notwithstanding anything in this Act contained it shall not be lawful for the Company to purchase and take any part of the railway or of any land and property belonging to the North London Company without the consent of that company under their common seal.

63. In the construction by the Company of so much of Railway No. 1 by this Act authorised as will pass over the tunnels of the For the protection of
Midland

A.D. 1893. *Midland Railway Company* in the parish of Saint John Hampstead in the county of London the following provisions shall apply and have effect:—

In constructing so much of Railway No. 1 as will pass over the Midland Railway the Company shall deviate upwards from the levels thereof as delineated on the deposited sections so that the rail level of the said Railway No. 1 shall not be lower than 34 feet at each point of crossing above the rail level of the Midland Railway :

The Company shall one month at least before they commence the construction of so much of Railway No. 1 as will cross the Midland Railway submit to the principal engineer for the time being of the Midland Railway Company proper and sufficient plans sections and specifications of the works proposed to be carried out by the Company for the reasonable approval of the said engineer. Provided that if such principal engineer shall for the space of one month neglect or refuse to approve the said plans sections and specifications or shall disapprove the same then such plans sections and specifications shall be submitted to and approved by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Company or the Midland Railway Company and such portion of railway and all works necessary or incident thereto shall be constructed only according to such plans sections and specifications so approved and under the superintendence and to the reasonable satisfaction of the said principal engineer and in all respects at the cost of the Company :

If at any time hereafter the Midland Company shall apply to Parliament for power to construct an additional tunnel near to or adjoining their existing Belsize Tunnels the Company shall not oppose the said application except for the purpose of obtaining protection for the works of the said Railway No. 1 :

If any difference shall arise as to the true intent and meaning of this enactment the same shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the Metropolitan Railway Company.

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

Company and the Company be observed and have effect (that is to say) :— A.D. 1893.

- (1.) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not purchase take enter upon use or interfere with either permanently or temporarily the railway of the Metropolitan Company or any of the lands works or property now or hereafter vested in the Metropolitan Company without the consent in writing of the Metropolitan Company under their common seal :
- (2.) The Company shall twenty-eight days before they commence the construction of that part of the Railway No. 1 which shall or may pass under the Metropolitan Railway and for a distance of two hundred lineal feet on each side thereof furnish to the Metropolitan Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the Metropolitan Railway and for a distance of two hundred lineal feet on each side thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the Metropolitan Company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by a civil engineer to be on the application of the Companies or either of them appointed by the President for the time being of the Institution of Civil Engineers and such works shall be carried into effect only in accordance with such agreement or determination and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Metropolitan Company and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with without cessation Provided that the Company shall in no case in the execution of the said works deviate upwards from the levels thereof as shown on the deposited sections for a distance of two hundred lineal feet on each side of the said railway and that where the said works shall or may pass under the Metropolitan Railway the nearest point thereof shall be constructed at such a depth not exceeding thirty feet below the level of the rails of the Metropolitan Railway as the engineer of the Metropolitan Company shall direct or require :
- (3.) The Company shall at all times maintain the works by which Railway No. 1 shall be carried under the Metropolitan Railway and the works and conveniences connected therewith in

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substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Metropolitan Company and if and whenever the Company fail so to do the Metropolitan Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Metropolitan Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Metropolitan Company from the Company in any court of competent jurisdiction. The engineer of the Metropolitan Company and his duly authorised assistants shall at all reasonable times have free access to the railway where it passes under the Metropolitan Railway and for a distance of two hundred feet on each side thereof and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :

- (4.) If during and by the execution of the works the Metropolitan Railway or any of the works or conveniences connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the Metropolitan Company may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction :
- (5.) The Company shall not in making and maintaining and working or using the railways and works by this Act authorised in any manner obstruct hinder or interfere with the free or uninterrupted and safe user of the Metropolitan Railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the Metropolitan Railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Metropolitan Company for each such obstruction one hundred pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue :
- (6.) All fees costs charges and expenses in respect of any of the matters in this section contained shall be borne and on demand paid by the Company who during the construction renewal or

repair of the Railway No. 1 and works by this Act authorised under and adjacent to the Metropolitan Railway shall bear and on demand shall pay to the Metropolitan Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the Metropolitan Railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employ or otherwise :

- (7.) In the event of the Metropolitan Company desiring to reasonably alter or extend their railway or any of the works or buildings connected therewith the Company shall give to the Metropolitan Company every reasonable facility for the execution of such alteration or extension and shall pay any extra cost which may be occasioned to the Metropolitan Company in consequence of the construction of the works or the exercise of the powers by this Act authorised :
- (8.) No electricity shall be generated in or under any portion of the Metropolitan Railway or on or under any lands or works of the Metropolitan Company :
- (9.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Metropolitan Company all costs losses damages and expenses which may be occasioned to the Metropolitan Railway or to any of the works lands or property thereof or to the traffic thereon or to any person or persons using the same or otherwise by reason of the construction maintenance failure working or user of the railways and other works by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Metropolitan Company from all claims and demands upon or against them by reason of such construction failure working or user and of any such omission :
- (10.) Except for the sole purpose of obtaining necessary protection to the structure of their railway the Company shall not either directly or indirectly oppose any application which may be made to Parliament by or on behalf of the Metropolitan Company for powers for the construction of a railway north and south across London such railway to be capable of taking the

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ordinary rolling stock of that company and to form an actual or physical junction with the railway of the Metropolitan Company so as to provide for through communication southwards between that railway and any other existing railway.

For the protection of the Central London Railway Company.

65. For the protection of the Central London Railway Company (in this section called the Central Company) the following provisions shall unless otherwise agreed between the Company and the Central Company be observed and have effect (that is to say) :—

- (1.) The Company shall carry out their works so as not to involve any alteration at the point where the railways by this Act authorised will cross the railway authorised by the Central London Railway Act 1891 of the levels of or interference with the works of the Central Company as shown on the deposited plans and sections referred to in the Central London Railway Act 1891 :
- (2.) The Company shall fourteen days before they commence the construction of that part of the railways and works by this Act authorised which shall or may pass under the railway of the Central Company and for a distance of one hundred lineal feet on each side thereof furnish to the Central Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said railway of the Central Company and also for the distance above mentioned and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the Central Company or in case of their failing to agree or any difference arising between them the same shall be settled and determined 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 such works shall be carried into effect only in accordance with such determination and agreement and under the superintendence and to the reasonable satisfaction of the engineer of the Central Company and at the costs charges and expenses in all respects of the Company :
- (3.) The Company shall construct and at all times maintain the works by which the railways and works by this Act authorised shall be carried under the Central London Railway and the works and conveniences connected therewith and also for the distance before mentioned in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Central Company and so as to leave

undisturbed at all times the railway and other works connected therewith of the Central Company and if and whenever the Company fail so to do the Central Company may make and do in and upon as well the railways and works of the Company as their own railway and works all such works and things as the Central Company may reasonably think requisite to put the Company's railways and works in substantial repair and good order and condition and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Central Company from the Company in any court of competent jurisdiction :

- (4.) If during the execution of the works by this Act authorised the Central London Railway or any of the works connected therewith respectively or any property of the Central Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the Central Company may make good the same and recover the amount expended in so doing with full costs from the Company in any court of competent jurisdiction :
- (5.) The Company shall not in making and maintaining the railways and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the Central London Railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Central Company for each such obstruction fifty pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue :
- (6.) During the construction of the railways and works by this Act authorised under and adjacent to the said Central London Railway the Company shall bear and on demand pay to the Central Company the expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching the Central London Railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations of the

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Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise :

- (7.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Central Company all costs charges losses damages and expenses which may be occasioned to the Central London Railway or to any of the works or property of the Central Company or to any person or persons using the said railway works or property by reason of the construction or failure of the railways and works by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Central Company from all claims and demands upon or against them by reason of such execution or failure and of any such omission.

For the protection of the North Metropolitan Railway and Canal Company.

66. Whereas the said Railway No. 1 is intended to pass under the Regent's Canal at a point marked as Chalk Farm Bridge on the deposited plans in the parish of Saint Pancras in the county of London Therefore the following provisions shall apply unless otherwise agreed between the Company and the North Metropolitan Railway and Canal Company (herein-after called the canal company) :—

- (1.) Nothing in this Act shall except as herein-after expressed authorise or empower the Company to alter the line or level of the said canal or of the towing-path thereof or of the railway authorised to be constructed by the Regent's Canal City and Docks Railway Act 1882 (and herein-after called the authorised railway) or of any part or parts thereof respectively or to obstruct or impede the navigation of the said canal or any part thereof or to divert intercept cut off take use or diminish any of the waters in the canal or which may be taken for the use of or which supply the canal or to injure or alter or interfere with the said authorised railway or any of the works of the canal and it shall not be lawful for the Company in passing under the said canal to make any deviation upwards for a greater height than four feet from the level of the said railway as delineated and described on the said deposited sections or to diminish or alter the width or depth of the waterway of the said canal or the width of the towing-path thereof or of the said railway or to take or use for the purposes of the said railway any part of the said canal or of the locks wharves side ponds lay-byes towing-path bridges banks or other works belonging to the said canal or any part thereof

or any land belonging to or in which the canal company is interested (except an easement for the purpose of constructing and maintaining the railway and works of the Company) or any water of the said canal without the previous consent of the canal company under their common seal first had and obtained and nothing herein contained shall compel the canal company to convey or assign to the Company the fee simple of any land belonging to them under which the said railway and the works connected therewith are intended to pass but the same shall remain vested in the canal company subject nevertheless to the right of the Company and their successors for ever hereafter to have use and possess such way and passages for the said railway and works by means of tunnels under the said canal as described in the said plans and sections together with all rights and easements necessary to their due use and enjoyment of the same :

- (2.) For the purpose of carrying the railway hereby authorised to be made under the said canal and the towing-path bridge and other works belonging thereto the two tunnels shall be formed of steel iron or other suitable material and are to be made and for ever thereafter maintained and kept in good substantial and water-tight repair and condition by the Company and all the works for the formation of the said tunnels and for all repairs and renewals thereof or for any temporary works that may be required from time to time shall be constructed and made and formed according to plans and specifications to be submitted to and approved of by the engineer for the time being of the canal company previously to the commencement of the works and shall be commenced carried on and completed under the superintendence and to the reasonable satisfaction of such engineer and so that no obstruction or interruption shall be caused to the boats or barges passing along the said canal or to the horses towing the same and in case during the progress of any such works any damage shall be occasioned to the said canal or the towing-path bridge or other works of the canal by the Company the Company shall under such superintendence and to such reasonable satisfaction as aforesaid restore the same to the same state and condition as before the happening of any such damage and if the works connected with the said tunnels or any part thereof shall be imperfectly constructed or if at any time or times hereafter the said tunnels or any part thereof shall be out of repair or any loss of water or any obstruction or interruption to the navigation of the said canal shall occur through the Company's negligence or default and notice thereof

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in writing shall be given by any agent of the canal company to the Company or their secretary or other officer and in case the Company shall not for the space of fourteen days after such notice shall have been given or forthwith thereafter if the nature of the case shall require it sufficiently and effectually amend such construction or repair such tunnels or works or make good and prevent such loss of water or remove such obstruction or interruption as the case may be under such superintendence and to such reasonable satisfaction as aforesaid and complete the same with all reasonable expedition it shall be lawful for the canal company from time to time to make good such construction and perform such repairs to make good and prevent such loss of water or to remove such obstruction or interruption as aforesaid as the case may require and the Company shall and they are hereby required from time to time to pay to the canal company or to their secretary for the time being within fourteen days after demand all the costs and expenses which may be incurred by them in that behalf and shall also pay to the said engineer his reasonable charges for his services and supervision in connexion with and incidental to the carrying out of any of the works that the Company are authorised or are under obligation to carry out by this section :

- (3.) Each of the said tunnels under the canal and all the works connected therewith shall be completed within the period of six months from the day on which the same shall be commenced and in case it shall happen that the said tunnels and works shall not be completed within such period as aforesaid the Company shall forfeit and pay to the canal company as and for liquidated damages after that period the sum of twenty pounds for every day until the said tunnels and works shall be completed and if in the execution of any of the works by this Act authorised to be made or if by reason or in consequence of any act neglect or omission of the Company or of their agents servants or workmen or if or by reason or in consequence of the said works when made the water of the Regent's Canal shall leak escape or run to waste from the said canal the Company shall forfeit and pay to the canal company the sum of ten pounds as and for liquidated damages for every reasonably estimated nine thousand cubic feet of water which shall have so leaked escaped or run to waste and in the same proportion for any greater or less quantity and if by reason of any of the circumstances or causes aforesaid it shall happen that the navigation of the said Regent's Canal or the passage along the

towing-path thereof shall be so obstructed or interrupted as that boats or other vessels navigating the said canal or the horses drawing the same shall be impeded in their passage or shall not be able to pass along the said canal and towing-path or either of them then and in any and every such case the Company shall pay to the canal company the sum of twenty pounds as and for liquidated damages for every hour during which any and every such obstruction or interruption shall continue Provided always that if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours or shall be caused by any wilful act neglect or omission on the part of the Company or any of their agents servants or workmen then and in every such case the Company shall pay to the canal company the sum of fifty pounds as and for liquidated damages for every hour after the said seventy-two hours during which such obstruction or interruption shall continue Provided always that if any difference of opinion shall occur between the canal company and the Company or between their respective engineers concerning the effect of the said works with relation to the Regent's Canal or concerning any supposed leakage occasioned thereby or the extent of such leakage the same shall be referred to arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration: A.D. 1893.

- (4.) Nothing in this Act contained shall except as before mentioned prevent the canal company from at any time making constructing or carrying out any of the powers and works authorised by the Regent's Canal City and Docks Railway Act 1882 or any Act or Acts of Parliament now passed amending or varying the same and nothing in this Act shall entitle the Company to any compensation for any damage or otherwise howsoever which they may sustain by reason of the canal company carrying such powers into effect:
- (5.) Nothing in this Act contained shall extend to prevent the canal company or any owner of boats or barges or horses or any other and every other person whomsoever from recovering from the Company in addition to the said liquidated damages the amount of any special damage that may be sustained by them or him or that they may be liable to pay for or on account or by reason or in consequence of the acts neglects or defaults of the Company or of their servants or by reason of or by the flowing or escape of the water out of the said canal if

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the same shall be caused or happen by reason of the making or maintaining or repairing of the said railway or the said tunnels and other works connected therewith beyond the amount of such liquidated damages as aforesaid and the canal company and any such owner trader or other person are and is hereby authorised to sue for such special damage in any court of competent jurisdiction.

For the protection of the London Street Tramways Company.

67. In constructing and maintaining the works by this Act authorised beneath or immediately adjoining any tramways of the London Street Tramways Company (herein-after called the tramway company) the Company shall be subject to the following conditions namely:—

- (1.) The said works shall be constructed and maintained so that the traffic upon the said tramways or any of them shall not be obstructed:
- (2.) If by reason of the construction or maintenance of the works by this Act authorised or the insufficiency of or the bad state of repair of any such works or of any act or omission of the Company their agents or servants any of the said tramways shall be damaged or injured or in consequence of the acts or omissions aforesaid shall require reconstruction or relaying the Company shall on demand repay to the tramway company all reasonable costs and expenses to which they may be put in repairing the said damage or injury or in such reconstruction or relaying and if from any of the causes aforesaid the free use and working of any of the said tramways shall be obstructed the Company shall pay to the tramway company all costs losses damages and expenses occasioned thereby:
- (3.) The Company shall indemnify the tramway company against any loss which the tramway company may sustain by reason of any acts or defaults of the Company or their agents servants or workmen:
- (4.) If any difference shall arise between the Company and the tramway company as to anything to be done or not to be done or any moneys to be paid under the provisions of this section the same shall be referred to and determined by an engineer to be agreed on between the Company and the tramway company or if they cannot agree to be appointed on the application of either of them by the Board of Trade and the award of the arbitrator shall be final and binding on both parties and the costs of the arbitration shall be in the discretion of the arbitrator.

68. In this section the expression "the Bedford estate" means the estate of which the Most Noble Herbrand eleventh Duke of Bedford is or claims to be tenant for life situate on the eastern side of Hampstead Road and on the northern side of Euston Road and the expression "the owner" means the Duke of Bedford and includes his sequels in estate owners for the time being of the houses buildings and land situate on the eastern side of Hampstead Road and on the northern side of Euston Road aforesaid :

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For the protection of the Bedford estate.

- (1.) The station in Hampstead Road in the parish of Saint Pancras and all buildings over the same or adjacent thereto shall be erected so far as the same are above the present surface of the land according to elevations to be approved in writing by the owner and no additions or alterations thereto shall at any time be made without the approval in writing of the owner and no advertisements of any description whatever within view of any public thoroughfare except the name of the Company and the name of the station shall at any time without the consent of the owner be put up at upon about or over such station buildings or any part of the properties numbered 104 105 and 106 on the deposited plans of the parish of Saint Pancras :
- (2.) No electricity shall be generated on in or under any part of any lands acquired by the Company under the powers of this Act which are situate on the Bedford estate :
- (3.) The owner shall have the right of pre-emption of any of the said properties or any portion thereof which the Company may hereafter deem not to be necessary for the purposes of their undertaking.

69. For the protection of Maple and Company Limited (in this section called Maple and Company) the following provisions shall be observed and have effect unless otherwise agreed between the Company and Maple and Company :—

For the protection of Maple and Company Limited.

- (1.) No shaft or opening shall be made in or adjacent to Tottenham Court Road for the purpose of excavating the earth or soil to be excavated in the construction of the railways except at or near the north end of Tottenham Court Road and at or near the south end of that road which shafts or openings are in this section respectively referred to as the Euston Road shafts and the Oxford Street shafts and if any such shafts or openings shall be made contrary to the provisions of this sub-section the Company shall pay to Maple and Company the sum of two thousand pounds as and for liquidated damages :

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(2.) No cart or other vehicle carrying away any spoil earth or other material excavated in the construction of the railways and raised from or through the Euston Road shafts or the Oxford Street shafts or coming to the said shafts for that purpose or bringing thereto any material to be used in the construction of the railways or returning therefrom (whether such cart or vehicle belongs to the Company or to any contractor or other person acting for and on behalf of the Company) shall pass along Tottenham Court Road except between the hours of 6 p.m. and 10 a.m. and if any such cart or vehicle as aforesaid shall pass along Tottenham Court Road contrary to the provisions of this section the Company shall in every such case pay to Maple and Company the sum of three pounds as and for liquidated damages.

For the pro-
tection of
Mrs. and
Major
Williams.

70. Notwithstanding anything shown on the deposited plans or described in the deposited book of reference the Company shall not under the powers of this Act enter upon or take any of the lands respectively numbered on the deposited plans 57 and 62 in the parish of Saint John Hampstead.

For the pro-
tection of the
British
Medical
Association.

71. For the protection of the British Medical Association (hereinafter called the association which term shall include their assigns) the lessees or reputed lessees and occupiers of the premises No. 429 Strand and Nos. 2 and 3 Agar Street in the parish of St. Martin-in-the-Fields which are numbered on the deposited plans 151 152 and 153 respectively in that parish the following provisions shall have effect (that is to say):—

(1.) The Company their contractors officers or servants shall not for any purpose whatsoever enter upon take or use either temporarily or permanently except for the purpose of underpinning (if necessary) the said premises No. 151 on the said plans or any part thereof but the Company may acquire and the association may and shall sell to the Company an easement or right of using the subsoil or under surface thereof for the purposes for which but for this section they might have been required to sell the said property and the provisions of the Lands Clauses Acts with respect to lands shall extend to such easement or right of user of such subsoil or under surface If the Company shall require for the purposes of this Act to enter upon take or use the said premises Nos. 152 and 153 on the said plans or either of them or any part thereof the Company shall take and acquire the whole of the said premises Nos. 152 and 153 upon terms to be agreed or in case of difference to be

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determined in manner herein-after provided and shall thereupon grant and demise to the association for a term expiring on the 25th day of March 1905 at the rent of 250*l.* per annum but free from all rates taxes and other outgoings and subject to the same covenants and conditions as those on which the premises are now held by the association such parts of the same premises as are now in the occupation of the association (being the second floor and two floors above the second floor together with a private staircase and entrance to and from Agar Street and together with the w.c. on ground floor of No. 152 communicating with No. 151) and such other accommodation of the same extent and as nearly as may be in the same situation not being inferior to or less than the accommodation now enjoyed by the association as shall be agreed by and between the surveyor of the association and the Company respectively or in case of difference by reference to arbitration in manner herein-after prescribed and the Company shall without delay and without causing any unnecessary disturbance and within six calendar months after commencing the works of alteration connect such substituted premises as aforesaid with the premises No. 151 aforesaid by such proper and sufficient communications as shall be agreed or determined by arbitration as herein-after provided not being inferior to or less than the existing communications between the premises Nos. 152 and 153 and the premises No. 151 The Company shall also pay to the association by way of compensation all expenses of every kind which the association may incur in consequence of the execution of the works of alteration herein-before mentioned whether due to removal or reinstatement or the acquisition of temporary premises or accommodation or otherwise such compensation in case of difference to be determined by reference to arbitration in manner herein-after provided :

- (2.) No works for generating electric power shall be erected by the Company within a distance of one hundred yards from the premises No. 151 on the deposited plans :
- (3.) The Company shall pay to the association compensation for all structural damage which may at any time arise to the said premises No. 151 by or from the construction or working of the railway or by or from the working of hydraulic lifts for the service of or in connexion with any station to be constructed by them or by or from the carrying into effect the alterations to Nos. 152 and 153 aforesaid and the association may claim and receive and recover such compensation from the Company

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notwithstanding that no part of the premises is actually taken :

- (4.) Where any matter in this section is referred to or is to be determined by arbitration such matter shall be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final. The costs of such reference and of the award shall be borne as such engineer shall direct.

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

72. With respect to the properties shown on the deposited plans which are described or referred to in the schedule to this Act the Company shall not be required wholly to take the same or any part of the surface thereof but they may purchase, take and use and the owners of and other persons interested in any such property shall sell an easement or right of using the subsoil or under surface thereof for the purposes for which but for this enactment they might have been required to sell such property and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such subsoil easement or right of user provided that no such subsoil easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 but nothing in this section contained nor any dealing with any of the said properties shall relieve the Company from liability to compensation under section 68 of the last-mentioned Act and every case of compensation to be ascertained under this section shall in case of dispute be ascertained according to the provisions of the Lands Clauses Acts.

Company
empowered
to underpin
or otherwise
strengthen
houses near
railway.

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

- (1.) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2.) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses

Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company : A.D. 1893.

- (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 68th

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

- (9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :
- (10.) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Restrictions
on displacing
persons of
labouring
class.

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

- (A.) Shall have obtained the approval of the Secretary of State for the Home Department to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December one thousand eight hundred and ninety-two or for such number of persons as the said Secretary of State 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 for the carrying out of the scheme :

(2.) The approval of the said Secretary of State to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State has approved of any such scheme he 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 :

Provided that the said Secretary of State may dispense with the last-mentioned requirement subject to such conditions (if any) as he may think fit :

(4.) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State may have

approved of any scheme or of any modifications of any scheme or subject to which he 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 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 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 :

(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 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 may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he may see fit :

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

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(9.) The said Secretary of State may direct any inquiries to be held which he 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 :

(10.) 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 :

(11.) Any houses occupied by persons of the labouring class situate in the metropolis and acquired by or on behalf of the Company within five years before the passing of this Act shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December one thousand eight hundred and ninety-two 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 :

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

Deposit
money not to
be repaid
except so far
as railway is
opened.

75. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of sixty-five thousand six hundred and sixty-three pounds fifteen shillings and ninepence two and three-quarters per centum consolidated stock being equal in value to five per centum on the amount of the estimate in respect of the railways originally proposed to be authorised by this Act has been deposited with the Paymaster-General for and on behalf of the Supreme Court And whereas the sum of sixty thousand six hundred and thirty-eight

pounds fifteen shillings and nine pence part of the said sum of sixty-five thousand six hundred and sixty-three pounds fifteen shillings and ninepence consolidated stock is equal in value to five per centum on the amount of the estimate in respect of the railways by this Act authorised and the sum of five thousand and twenty-five pounds the remainder thereof is equal in value to five per centum on the amount of the estimate in respect of a portion of Railway No. 2 as shown on the deposited plans and a footbridge in connexion therewith but which were struck out of the Bill for this Act during its progress through Parliament Be it enacted that notwithstanding anything contained in the said Act the said sum of sixty thousand six hundred and thirty-eight pounds fifteen shillings and ninepence consolidated stock (which sum is in this Act referred to as the deposit fund) shall not be paid to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway or any part thereof the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and shall be applied in the manner provided by the next following section of this Act Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

76. If the Company do not previously to the expiration of the period limited for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the

Application
of deposit.

A.D. 1893. London Gazette shall be applied towards compensating any land-owners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Providing
for release
of part of
money
deposited.

77. On the application of the depositors at any time after the passing of this Act the High Court may order that the said sum of five thousand and twenty-five pounds consolidated stock the remainder of the said sum of sixty-five thousand six hundred and sixty-three pounds fifteen shillings and ninepence consolidated stock so deposited as aforesaid over and above the deposit fund shall be transferred or paid to the depositors or as they shall direct.

Period for
completion
of works.

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

Tolls for
passengers.

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

For every passenger conveyed in a first-class carriage the sum of
twopence per mile ;

For every passenger conveyed in a second-class carriage the sum of one penny per mile. A.D. 1893.

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

For any parcel not exceeding seven pounds in weight three-pence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

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

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

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

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

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

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

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

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

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

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 Cheap fares
 for labouring
 classes.

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

Saving as to
 cheap trains.

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

Carrying of
 mails by
 railway.

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

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

88. In the event of any of the railways of the Company being worked by electricity the following provisions shall have effect:—

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Provision for
protection
of the Post-
master-
General.

(1.) The Company shall construct their electric lines and works of all descriptions and shall work their railways in all respects so as to prevent any interference whether by induction or otherwise with the telegraphic lines from time to time laid down or used by the Postmaster-General or with telegraphic communication by means of such lines. Provided that this section shall not apply to any telegraphic line of the Postmaster-General laid down or placed by him on or along the railway:

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

(3.) In this section the expression "electric line" has the same meaning as in the Electric Lighting Act 1882 and the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878:

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

89. The Company may from time to time enter into and carry into effect contracts agreements and arrangements with the Council and any district board of works vestry or other authority or any company or body having the control or management of streets roads sewers water gas or other pipes wires or apparatus for or with respect to the construction or maintenance of the railways and works by this Act authorised or any of them or any part or parts thereof respectively and the works and conveniences connected therewith the acquisition and appropriation of lands and property the contribution of funds and any incidental matters.

Agreements
with Council
and local
authorities.

90. 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.

Interest not
to be paid on
calls paid up.

A.D. 1893.

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

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

Saving
rights of the
Crown.

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

Provision as
to general
Railway
Acts.

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

Costs of Act.

94. 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.

[56 & 57 VICT.]

*Charing Cross, Euston, and
Hampstead Railway Act, 1893.*

[Ch. ccxiv.]

SCHEDULE referred to in the foregoing Act.

A.D. 1893.

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