



CHAPTER lx.

An Act for incorporating the City and Brixton Railway Company and for empowering them to construct an Underground Railway from the City and South London Railway in the Parish of St. Saviour Southwark to Brixton Hill and for other purposes. [1st July 1898.] A.D. 1898.

WHEREAS the construction of the underground railway by this Act authorised from the City and South London Railway in the parish of Saint Saviour Southwark to Brixton Hill in the county of London in two tunnels (for separate up and down traffic) to be worked by electricity or other motive power (not being steam power) as herein-after provided at such a depth and in such manner under the public streets as not to interfere with the surface or roadway thereof would be of public and local advantage:

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 it is expedient that the Company be empowered to enter into and carry into effect agreements with the various public bodies and with the City and South London Railway Company as herein-after mentioned and that the agreement contained in the Second Schedule to this Act between the Company and the City and South London Railway Company be confirmed:

And whereas it is expedient to authorise the payment of interest out of capital during the construction of the railway and works as herein-after provided:

And whereas plans and sections showing the lines and levels of the railway authorised by this Act and books 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

[Ch. ix.] *City and Brixton Railway Act, 1898.* [61 & 62 VICT.]

A.D. 1898. — for the administrative county of London and are herein-after respectively referred to as the deposited plans sections and books 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 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 *City and Brixton Railway Act 1898.*

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 subsequent Acts the Lands Clauses Acts 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 regulating of the use of the railway ;

The settlement of disputes by arbitration ;

Section 138 (as to service of notices) ;

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

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

and Part III. (relating to working agreements) of the Railways Clauses Act 1863 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" and "the undertaking" mean respectively the underground railway and subway 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 the administrative county of London mean the clerk of the vestry of the parish if the parish is mentioned in Schedule A of the Metropolis Management Act 1855 and the clerk of the district board if the parish or place is included in a district mentioned in Schedule B of the last-mentioned Act and where any place is not included within any such parish or district as aforesaid shall mean the clerk of some adjoining parish or district board.

A.D. 1898.

4. The Hon. Cecil Farrer Charles Seymour Grenfell James Crowther Spencer Barclay Heward and all other persons 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 railway and subway and other works and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The City and Brixton Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Company
incorporated.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway subway and other works herein-after described with all necessary and convenient rails sidings wires tunnels subways covered ways stations shafts lifts sewers drains pipes approaches buildings and other machinery apparatus works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes :

Power to
make
railway and
works.

Provided always that nothing in this Act shall authorise the Company to enter upon take or use the surface of any public street or road except for the purposes of constructing and repairing the subway by this Act authorised but the Company may subject to the provisions of this Act 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 books of reference or so much thereof as shall be necessary for the purposes aforesaid Provided further that the surface shall only be broken with the consent of the council and the Lambeth Vestry.

A.D. 1898.

Description
of railway
and works.

6. The railway subway and other works herein-before referred to and authorised by this Act will be situate in the administrative county of London and are as follow :—

(1) Railway No. 1 (3 miles 5 furlongs and 4·35 chains in length) commencing in the parish of Saint Saviour Southwark in and under the High Street Borough at a point 26 yards or thereabouts measured in a southerly direction from the south-east corner of the London and County Bank opposite the entrance to Talbot Yard and 28 yards or thereabouts measured in a south-easterly direction from the south-west corner of the said London and County Bank and terminating in the parish of Saint Mary Lambeth in the same county in and under the road known as Brixton Hill at a point 88 yards or thereabouts measured in a southerly direction along the said road from the milestone denoting 4 miles from the Royal Exchange and $3\frac{1}{2}$ miles from Whitehall :

(2) A widening (5 chains in length) of the constructed City and South London Railway running into King William Street Station commencing in the parish of Saint Saviour Southwark at a point 10 yards or thereabouts measured in a westerly direction from the south end of the eastern abutment of the South Eastern Railway Company's bridge crossing the Borough High Street and 37 yards or thereabouts measured in a north-easterly direction from the south end of the westerly abutment of the same bridge and terminating at a point 110 yards or thereabouts measured in a south-westerly direction along the said existing City and South London Railway :

(3) A subway for foot passengers only (4·40 chains in length) commencing in the parish of Saint Mary Lambeth in and under Kennington Park Road forming a connexion with the Oval Station of the existing City and South London Railway Company and terminating under Brixton Road 27 yards or thereabouts measured in a southerly direction from the milestone denoting 2 miles from Whitehall and $2\frac{1}{2}$ miles from the Royal Exchange in the said Brixton Road.

Certain
properties
not to be
acquired
without
consent of
council.

7. Notwithstanding anything in this Act contained the Company shall not take or interfere with either of the properties numbered on the deposited plans 31 and 91 in the parish of Lambeth without the consent of the council except for the purpose of an easement under the said properties No. 31 and No. 91 in the said parish and the Company shall not execute any works under either of the said properties except in accordance with plans and sections previously submitted to and approved by the council.

8.—(1) Subject to the provisions of this Act the 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 of inclines.

General provisions as to mode of construction.

(2)—(A) The tunnels of which the railway will so in part consist (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 permanent 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 thirty feet and the tunnels between the stations shall not (except where necessary for adjustment at curves) have an internal diameter exceeding twelve feet and the internal diameter of the shafts shall not exceed forty feet:

(D) The railway shall be constructed at a depth below the surface of not less than twenty-five feet measured from the surface of the street to the extreme top of the tunnel.

(3) Sufficient trial borings shall subject to the provisions of this Act 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 in any street make such borings subject to such reasonable restrictions as to surface borings as the local authority having the maintenance of that street 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

A.D. 1898. it may be required 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 air-compressing 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.

Motive power.

9. The traffic on the railway shall be worked by means of carriages moved by electric power or such other motive power (not being steam power) as the Board of Trade may sanction.

Power to take land for generating station.

10. The Company may enter upon take and use for the purposes of their undertaking and for the construction of a generating station for the production of electricity the following lands shown on the deposited plans and described in the deposited books of reference viz. :—

(a) Certain lands houses and premises in the parish of Saint Mary Lambeth in the county of London known as Numbers 1 and 2 Kennington Terrace Numbers 1 to 35 (odd numbers both inclusive) Camberwell New Road with the gardens out-houses and premises in the rear thereof the stabling and premises at the rear of Number 29 Camberwell New Road in the occupation of Rosewell Hayworth Ball and the field with gardens stabling coachhouses and premises in the rear of the before mentioned premises in the occupation of Charles William Andrew and William Thomas Nanson and the roadway leading thereto from the Camberwell New Road :

(b) Certain lands houses and premises situate in the parish of Saint Mary Lambeth in the same county known as the timber yard in Cranmer Road in the occupation of Messieurs J. Keen and Son and the private approach roads thereto the houses Numbers 2 to 58 in the Camberwell New Road with the gardens in the rear thereof the public garden ground at the corner of

Camberwell New Road and Brixton Road and the houses
Numbers 1 3 and 5 in the Brixton Road and the gardens in
the rear thereof and the gardens in the rear of the houses
Numbers 7 to 19 in the Brixton Road. A.D. 1898.

11. For the protection of Her Majesty's Postmaster-General the following provisions shall have effect :—

Provisions
for pro-
tection of
Postmaster-
General.

(1) The Company shall construct their electric lines and works of all descriptions and shall work their railway 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.

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

Provisions
respecting
use of
electric
power.

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

(2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances :

(3) The powers by this Act conferred with respect to the use of electric power shall be exercised only in accordance with

A.D. 1898.
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regulations to be prescribed by the Board of Trade (herein-after referred to as "the Board of Trade regulations") 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 Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or not the Board of Trade if in their opinion the Company in the use of electric power under the authority of this Act have made default in complying with the provisions of this Act or with any of the Board of Trade regulations 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 :
- (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 two 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 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.

13. The capital of the Company shall be nine hundred thousand pounds in ninety thousand shares of ten pounds each. Capital.

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

15. 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. Calls.

16. 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. Power to divide shares.

17. The dividend which would from time to time be payable on any divided share if the same had continued an entire share Dividends on half-shares.

A.D. 1898.

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 paid out of profits of the year only.

18. 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.

Half-shares to be registered and certificates issued.

19. 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.

Terms of issue to be stated in certificates.

20. 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.

Forfeiture of preferred half-shares.

21. 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. A.D. 1898.

22. 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.

23. 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 privileges liabilities and incidents as attach and are incident to an entire share. Half-shares to be half-shares in capital.

24. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole three hundred thousand pounds but no part thereof shall be borrowed until the whole capital of nine hundred thousand pounds 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 shares for such capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof. Power to borrow on mortgage.

25. 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. Arrears may be enforced by appointment of a receiver.

26. 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 Power to create debenture stock.

A.D. 1898. 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.

Receipt in case of persons not *sui juris*.

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

Application of moneys.

28. 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.

First ordinary meeting.

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

Number of directors.

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

Qualification of directors.

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

Quorum of directors.

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

First directors.

33. The Hon. Thomas Cecil Farrer Charles Seymour Grenfell James Crowther Spencer Barclay Heward and three other duly qualified persons to be nominated by them or the majority of them and consenting to the 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 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

Election of directors.

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. A.D. 1898.

34. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding in the whole three acres but nothing in this Act shall exempt the Company from any indictment action 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 include the erection of buildings nor works for generating electricity without the consent of the council 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. Lands for extraordinary purposes.

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

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

37. 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. Power to sell &c. lands.

38. The Company shall not break up or disturb the surface of any street or road for the purpose of constructing the railway or Company not to break up surface of streets.

A.D. 1898. subway by this Act authorised nor open or make any ventilators air shafts or other similar openings in any roadway or footway without the consent of the council and the Lambeth Vestry except in the case of trial borings during the construction of the railway and subway and for the purpose of constructing the subway and subject to the provisions of this Act.

Power to deviate laterally.

39. 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 said lines so that any part of the works shall extend under the front wall (above the street level) of any house or building abutting upon any street under and along which the railway is constructed unless such house or building shall have been purchased by the Company or the consent in writing of the owners lessees and occupiers thereof shall have been first obtained.

Power to deviate vertically.

40. 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 the railway shall be constructed at a depth below the surface not less than twenty-five feet measured from the surface of the street to the extreme top of the tunnel and that no part of any subway be brought within twenty-five feet of the surface without the consent of the council or so far as any such works may be situate within the parish of Saint Mary Lambeth without the consent of the vestry of such parish :

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

For protection of St. Saviour's District Board of Works.

41. With reference to so much of the works by this Act authorised as will be made in or under the district of the board of works for Saint Saviour's district (in this section called "the district") and for the protection of the board of works for the Saint Saviour's district (in this section called "the district board") the following provisions shall apply and have effect notwithstanding anything to the contrary elsewhere herein contained :—

- (1) The Company shall not deviate vertically upwards from the levels marked on the deposited sections of the works within the district authorised by this Act without the consent in writing of the district board :

(2) It shall be lawful for the surveyor of the district board or other person duly appointed for that purpose by the district board from time to time during construction to enter upon and inspect any works of the Company within the district: A.D. 1898.

(3) The words "house and buildings" where used in this Act shall unless the context otherwise requires be deemed to include the underground lavatories or sanitary conveniences of the district board.

42. Any subway by this Act authorised shall be constructed only in accordance with plans sections and specifications previously submitted to and reasonably approved by the engineer of the council and the surveyor of the vestry. As to
subways.

43. Nothing in this Act shall authorise the Company to enter upon take or use (except by agreement) any cellar or vault in or under any street belonging to or connected with any building unless such cellar or vault or the building with which it is connected is described in the deposited books of reference. Provisions
as to
cellars under
streets not
referenced.

44. Subject to the provisions of this Act the Company shall at least seven clear days before commencing any vertical borings from the surface of any part of any street serve notice in writing of their intention to commence the same on the engineer of the council and the surveyor of the vestry of the parish or district board of works in which such street is situate 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 or such surveyor of the parish 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 Provided that no such borings shall be made in the Brixton Road within the parish of Saint Mary Lambeth between the hours of seven a.m. and twelve midnight and any openings in connexion with such borings shall be closed before seven a.m. the same morning and the surface of the ground made good for traffic. Conditions
to be
observed
in opening
roads for
boring
purposes.

45. Unless the council otherwise agree the following provisions for the protection of the sewers of the council shall have effect (namely):— For pro-
tection 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

A.D. 1898.

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-eight 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 :

- (2) As regards any work in respect of which the Company are under the provisions of the last preceding sub-section required to submit plans and sections to the council the council may require the Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the council and the Company shall in constructing such work deviate accordingly :
- (3) It shall not be lawful for the Company to remove any soil or material from under any road except such as must be excavated from the space to be occupied by the tunnels and stations and the approaches thereto :
- (4) The plans to be submitted to the council for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and manner in

which and the level at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation shown on the deposited plans (for which purpose the council shall allow the Company access to plans in their possession and to any sewers in order to enable the Company to obtain precise 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.

46. 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.

47. It shall be lawful for the engineer or other officer of the council and of the vestry of Saint Mary Lambeth as the case may be duly appointed for the purpose by the engineer of the council or of the said vestry from time to time to enter upon and inspect any works of the Company.

Inspection of works by council.

48. The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of their works and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person any such objects shall be subject to the disposal as to any such objects as may be found in the parish of Saint Mary Lambeth of the vestry of such parish and as to any such objects

Deposit of objects of interest.

A.D. 1898. found elsewhere of the council in such manner as the vestry or council as the case may be may hereafter resolve.

Exhibition
of placards.

49. 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 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.

As to
carting
materials
and soil.

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

As to
entrances at
stations.

51. 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 of the Institution of Civil Engineers.

Buildings
not to be
brought
beyond
general
line &c.

52. 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 or to encroach

permanently upon any lands which are protected from building under the Rush Common Act 1806. A.D. 1898.

53. Where any works to be done by the Company by virtue of this Act shall or may pass over or under so as to interfere with any sewer drain or work under the jurisdiction or control of any 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 clear 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 or defence connected therewith shall be completed by or at the costs charges or expenses

For protection of sewers of district boards and vestries.

A.D. 1898.

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.

Company may acquire easements only under lands &c. and purchase cellars &c.

54. Where the crown of the tunnel is twenty-five feet or more than twenty-five feet below the surface of the ground the Company shall not with respect to the lands described in the First Schedule to this Act which the Company are by the provisions of this Act authorised to enter on take and use for the purposes of the railway and works be required wholly to take those lands or any part of the surface thereof or any houses buildings manufactories and premises therein or any cellar vault or other construction held or connected therewith but the Company may appropriate and use the subsoil and under-surface of any such lands and if the Company require to take use pull down or open any such vault cellar or arches as aforesaid they may purchase take and use and the owners of and other persons interested in any such vault cellar or arches shall sell the same for the purposes of the railway and works and the purchase of any such cellar vault or construction shall not in any case be deemed the purchase of a part of a house or other building or manufactory within section 92 of the Lands Clauses Consolidation Act 1845. But nothing in this section contained nor any dealing with the lands in pursuance of this section shall relieve the Company from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 and every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Acts.

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

55. 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 or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

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

lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :

- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they (as the case may be) disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
- (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 :

A.D. 1898.

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act :

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :

(10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Restrictions
on displacing
persons of
labouring
class.

56.—(1) The Company shall not under the powers of this Act purchase or acquire in any parish within the administrative county of London twenty or more houses which on the fifteenth day of December next before the passing of this Act were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or which have been or shall be subsequently so occupied unless and until—

(A) They 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 aforesaid 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) They 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 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 buildings 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 to him may seem 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 such 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 powers to acquire and may purchase such further lands as they require.

(7) The Company may on any lands belonging to them or purchased or acquired under this section erect such dwellings for persons of the labouring class as may be necessary for the purposes 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 date of the scheme be appropriated for the purpose of 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 think fit.

(8) All buildings erected or provided by the Company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending the same respectively.

(9) The said Secretary of State may direct any inquiries to be held which he may deem necessary in relation to any scheme under

A.D. 1898. — 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 purpose of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purpose of inquiries directed by that Board under the Public Health Act 1875 :

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 :

Any houses on any of the lands shown on the plans deposited with reference to this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State 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 last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the said Secretary of State is unable to ascertain 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 Secretary of State they might have been sufficient to accommodate.

(10) The expression "labouring class" in this section 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.

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

57.—(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 Lambeth Water Company the Southwark and Vauxhall Water Company the Gas Light and Coke Company the South Metropolitan Gas Company the London Hydraulic Power Company and the National Telephone Company Limited or any other gas water or telephone company whose mains or pipes may be interfered with during the construction of the railway (each herein-after referred to as "the protected

company" and collectively as "the protected companies") are situate the Company shall from time to time deliver to such protected company or companies plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to such protected company or companies at least fourteen days before the commencement of any such work:

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

A.D. 1898

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 telephonic communication or gas by any protected company shall without the written authority of such protected company be in any way occasioned either by reason of the exercise of the statutory powers conferred upon the Company or by the act or acts or default or defaults of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to such protected company for the use and benefit of such protected company at the option of the protected company either (A) a sum not exceeding ten pounds for every hour during which such interruption shall continue or (B) such sum as shall be equal to the aggregate loss or damages which the protected company may sustain or incur by reason of such interruption such sum in either case 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 either by reason of the statutory powers conferred upon the Company or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the railways and works or at any time thereafter shall be borne and paid by the Company 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 is existing any apparatus 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 use 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 against such protected company in any court of competent jurisdiction.

A.D. 1898.

(7) It shall not be lawful for the Company to lay down any line or rail or to do any act or work for working the railway by electricity whereby any electric apparatus of the National Telephone Company Limited is or may be injuriously affected and before any such line or rail is laid down or any such act or work is done within ten feet of any part of any electric apparatus of such company (other than repairs or the laying of lines crossing the electric apparatus of such 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 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 company for the purpose of preventing any electric apparatus of such 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.

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

Nothing in this section contained shall authorise the London Hydraulic Power Company or the National Telephone Company Limited or any other telephonic company to extend their existing apparatus or to place any apparatus under or over any streets or roads in the parish of Saint George the Martyr Southwark without the consent of the vestry of that parish.

58. For the further 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):--

For further protection of Gas Light and Coke Company.

(1) Whereas there are divers mains pipes syphons and other apparatus belonging to the gas company in divers streets

A.D. 1898.

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 :

- (2) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid :
- (3) 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 :
- (4) Provided always that except as is by this Act expressly provided this Act or anything herein contained shall not take

away diminish alter or prejudice any of the rights powers privileges or authorities of the gas company. A.D. 1898.

59. The provisions of the last preceding section shall in addition to any other provisions contained in this Act for the benefit of gas companies *mutatis mutandis* enure for the protection and benefit of the South Metropolitan Gas Company. For protection of South Metropolitan Gas Company.

60. The following provisions so far as regards so much of the railway and works by this Act authorised as will be situate within the parish of Saint Mary Lambeth (herein-after referred to as "the parish") and for the protection of the vestry of the said parish (in this section called "the vestry") shall have effect (that is to say):— For protection of Lambeth Vestry.

(1) So much of Railway No. 1 as shall pass under streets or roads 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 damage or in any way interfere with any sewer drain or pipe belonging to the vestry or the surface of the streets or footways :

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

(3) The Company shall not deposit any soil or materials anywhere within the parish so as to cause any nuisance or obstruction to any persons using the roads or footways therein :

(4) In the construction of the works the Company shall not permit or suffer any cart or waggon or other vehicle employed in removing from or bringing to the works any soil materials or plant to be loaded or unloaded in any part of any public thoroughfare in the parish and shall not permit or suffer any soil excavated from the works to be carried through any street in the parish except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom :

(5) All costs charges and expenses incurred by the vestry in removing any soil dropped on any road in the parish in

A.D. 1898.

consequence of the execution of the works shall on demand be paid by the Company to the vestry and be a debt due to the vestry :

- (6) The Company shall make full compensation to the vestry for any subsidence of or damage to any road footpath sewer drain or other work vested in or under the jurisdiction or control of the vestry 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 the works by the Company or at any time thereafter :
- (7) The reasonable costs charges and expenses of or incurred by the vestry in respect of the execution or repair of any works constructed by the Company under this Act or in respect of the approval inspection or supervision of any plans sections specifications and works or in respect of any other matter under this section shall be borne and paid by the Company and be a debt due from the Company to the vestry :
- (8) The Company shall in respect of all lands and buildings acquired by them under the powers of this Act within the parish be liable to and pay all the consolidated sewer and other rates and contributions leviable in respect of such lands and buildings as if the Company were assessed in respect of such lands and buildings in the valuation list in force for the parish or place within which such lands and buildings are situate at the time the Company acquire such lands and buildings whether such lands and buildings be occupied or vacant and shall continue liable to and pay all such consolidated sewer and other rates and contributions until the undertaking shall be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such of the said lands and buildings as may not be required for the purposes of the undertaking shall have been otherwise duly assessed or liable to be assessed and become liable to the before-mentioned rates and contributions :
- (9) At least fourteen 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 surveyor of the vestry and such notice shall describe the place or places at which such borings are intended to be made and if within fourteen days after the service of such notice any objection is made by the surveyor of the vestry the matter shall unless otherwise agreed be determined by

arbitration before the boring is commenced but if no objection is made the said borings may be proceeded with :

- (10) In the construction of railways and works the Company shall not permit or suffer any cart or waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare :
- (11) The provisions of section 23 of the Highways and Locomotives Act 1878 in reference to compensation shall apply in reference to any traffic on the public streets or roads in the parish consequent upon the conveyance of soil or materials from or to the railways during the construction thereof :
- (12) The Company shall not enclose or build on any part of the land known as Rush Common but they may for temporary purposes during construction for any period not exceeding three years (unless the vestry under their common seal consent to an extension of such period) enclose the space in front of any of the premises numbered 77 78 79 and 80 on the deposited plans in the parish to any extent but so that such enclosure shall not be within twenty feet from the line of the kerb in front thereof :
- (13) All soil or debris excavated during or materials required for the construction of the railway and works by this Act authorised shall be conveyed only along such roads and between such hours as the surveyor of the vestry shall reasonably direct :
- (14) If the Company acquire the properties numbered on the deposited plans 91 92 93 and 94 in the parish or any of them or any part thereof respectively they shall at their own expense widen the roadway in front of the properties so acquired to the extent of not less than ten feet the cost of making up such widened roadway to be borne by the vestry :
- (15) If any difference shall arise between the vestry and the Company under or in respect of the provisions in this section contained such difference shall be referred to arbitration under the Arbitration Act 1889.

61. The following provisions shall apply and have effect for the protection of the London Brighton and South Coast Railway Company (herein-after called "the Brighton Company") :—

- (1) The Company shall twenty-eight days before they enter upon take use or otherwise interfere with or affect either temporarily or permanently any part of the railways works or conveniences of the Brighton Company for the purpose of the construction of that part of the railways and works by this Act authorised

For protection of London Brighton and South Coast Railway Company.

A.D. 1898.
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which shall or may pass under the South London Branch Railway of the Brighton Company where that railway crosses over the Brixton Road and for a distance of one hundred feet on each side of the bridge carrying that railway over the said road furnish to the engineer for the time being of the Brighton Company for his approval proper and sufficient plans sections and specifications of the works proposed to be carried out by the Company under the said bridge and for a distance of one hundred feet on each side thereof and such works shall be carried out according to such approved plans sections and specifications and under the reasonable superintendence and to the reasonable satisfaction in all respects of the said engineer of the Brighton Company but in all things at the expense of the Company :

- (2) If the Brighton Company shall not within fourteen days after the said plans sections and specifications shall have been so submitted to their said engineer object to the same by notice in writing served upon the Company the said plans sections and specifications shall be deemed to have been approved for the purpose of the works under this section and if the Brighton Company make any such objection then unless the said plans sections and specifications be agreed between the said two companies or their respective engineers within fourteen days after the service of such objection any matter in difference shall be settled by arbitration as herein-after provided :
- (3) The Company shall at all times maintain the works by which the railways hereby authorised shall be carried under the said branch railway of the Brighton Company and the lands and conveniences connected therewith in substantial repair and good working order and condition to the reasonable satisfaction in all respects of the said engineer of the Brighton Company and if and whenever the Company fail so to do the Brighton Company may make and do in and upon as well the lands and property of the Company as their own lands and property all such works and things as the engineer of the Brighton Company may reasonably think requisite and the sum from time to time certified by such engineer to be reasonable 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 Brighton Company from the Company in any court of competent jurisdiction :
- (4) The Company shall not without in every case the previous written consent of the Brighton Company under their common seal take or use any of the lands or property from time to time

belonging to the Brighton Company or which they have power to take or alter or interfere with the said branch railway or any of the works or conveniences connected therewith except so far as shall be necessary for the purpose of making and maintaining the railways and works by this Act authorised but the Company may purchase and take and the Brighton Company may and shall sell and grant accordingly an easement or right of using the lands and property of the Brighton Company as may be necessary for the construction and maintenance of the railways and works hereby authorised :

- (5) If during or by reason of the execution of the works by this Act authorised the said branch railway of the Brighton 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 or in the event of their failing so to do the Brighton Company may make good the same and recover the cost thereof against the Company in any court of competent jurisdiction :
- (6) 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 use by the Brighton Company of the said branch railway or any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of the said branch railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Brighton Company on demand all reasonable costs and expenses to which they may be put as well as reasonable compensation for the loss and inconvenience sustained by them by reason of any such obstruction hindrance or interference such costs expenses and compensation to be recoverable from the Company in any court of competent jurisdiction :
- (7) During the construction of the railways and works hereby authorised under and adjacent to the said branch railway of the Brighton Company the Company shall bear and on demand pay to the Brighton Company the reasonable expenses of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said branch railway and works with reference to and during the execution of the intended works :
- (8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Brighton Company all costs losses damages and expenses which may

A.D. 1898.

be occasioned to the said branch railway of the Brighton Company or to any of their works and property or to the traffic on such railway or to any person or persons using the same or otherwise by reason of the construction or failure of the railways and works by this Act authorised or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Brighton Company from all claims and demands upon or against them by reason of such execution failure or omission:

- (9) Any difference which may from time to time arise between the Company and the Brighton Company under any of the provisions of this section shall be determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed by the Board of Trade on the application of either party.

For protection of South Eastern Railway Company.

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

- (1) The Company shall not without in every case the previous consent in writing of the South Eastern Company under their common seal take use enter upon or interfere with any of the lands or property from time to time belonging to or in the possession of or under the power of the South Eastern Company or which they have power to take or to enter upon take or use either temporarily or permanently or to vary alter or interfere with the railway of the South Eastern Company or any of the works property or conveniences connected therewith (which lands property works and conveniences are herein-after referred to as "the South Eastern Railway"):

- (2) The Company shall twenty-eight days before they commence the construction of that part of the railway which shall or may pass under or adjacent to the South Eastern Railway and for a distance of two hundred lineal feet on each side of the said railway furnish to the South Eastern Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said railway 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 South Eastern Company or in case of their failing to

agree or of any difference arising between them the same shall be settled and determined by an engineer to be on the application of the two companies or either of them appointed by the Board of Trade 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 South Eastern Company and at the costs charges and expenses in all respects of the Company :

- (3) The Company shall at all times maintain the works by which the railway shall be carried under or within two hundred feet of the South Eastern Railway in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the South Eastern Company and if and whenever the Company fail so to do the South Eastern 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 South Eastern 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 :
- (4) If, during the execution of the works the South Eastern Railway 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 South Eastern Company may make good the same and recover the costs thereof against the Company :
- (5) The Company shall not in making and maintaining working or using the railway and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe use of the South Eastern 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 South Eastern 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 railway and works hereby authorised under and adjacent to the South Eastern Railway the Company shall bear and on demand shall pay to the South Eastern Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed

A.D. 1898.

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 damage 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) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the South Eastern Company all costs losses damages and expenses which may be occasioned to the South Eastern 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 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 South Eastern Company from all claims and demands upon or against them by reason of such execution or failure and of any such omission :

(8) The Company shall acquire an easement only under any works lands and property of the South Eastern Company which may be necessary for constructing maintaining and using the railway and works by this Act authorised.

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

(1) In passing under the railway and stations of the Chatham Company in the High Street Borough and the Brixton Road and the abutments and works connected therewith belonging to the Chatham Company (herein-after referred to together as "the Chatham Railway works and buildings") the Company shall not without the consent in writing of the Chatham Company vary the centre line of the railway shown on the deposited plans and the railway shall be so constructed that no portion thereof shall without the like consent of the Chatham Company be constructed at a higher level than shown on the deposited sections :

(2) Before the Company commence any works or any alterations or repairs thereof under the Chatham Railway works and buildings or within fifty yards thereof they shall give to the Chatham Company one month's notice in writing of their

For protection of London Chatham and Dover Railway Company.

intention so to do accompanied by full and detailed plans sections and specifications of the works so to be executed and the proposed mode of executing the same and no such work shall be commenced until the Chatham Company shall have signified their approval in writing of such plans sections and specifications and the Chatham Company shall within twenty-one days from such notice signify their approval or disapproval in writing but if they disapprove of such plans sections and specifications or the mode of executing such work the reasonableness of such disapproval shall be referred from time to time to the determination of an arbitrator in accordance with subsection 13 of this section and if he shall decide that the disapproval is reasonable then he shall determine the mode of executing the works :

- (3) The Company shall if required by the Chatham Company so underpin the Chatham Railway works and buildings and execute such other protective works within the powers of the Company as the engineer of the Chatham Company shall deem necessary for ensuring the safety of the Chatham Railway works and buildings and the works when commenced shall be proceeded with without cessation and any difference as to the requirements of the Chatham Company's engineer or the mode of executing the works in pursuance thereof shall be referred from time to time to arbitration under subsection 13 of this section :
- (4) The railway where the same passes under the Chatham Railway works and buildings shall be formed of two longitudinal iron cylinders to be laid at equal distances from the centre line of the railway and not approaching nearer to each other than a distance of four feet measured from the external line of the workings of each tunnel and such cylinders shall not be more than thirteen feet in external diameter :
- (5) The Company shall not construct any station within 50 yards of the Chatham Company's railway without the written consent of the Chatham Company :
- (6) The Company shall at all times and for ever hereafter maintain and keep so much of the railway beneath the Chatham Railway works and buildings and the underpinning or protective works aforesaid in good substantial and safe repair and condition to the satisfaction of the engineer of the Chatham Company and such engineer and those authorised by him shall at all times have free access to the railway and every facility shall be afforded him or them for inspection thereof and every reasonable notice which he may give

A.D. 1898.

touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :

- (7) Nothing in this Act contained shall be construed to confer upon the Company any other right than an easement with regard to the soil under the Chatham Railway works and buildings :
- (8) The soil under the Chatham Railway works and buildings or any part thereof or any of the foundations or any of the structure of the same shall not be disturbed either during the construction of the works or for the purpose of any repairs thereto nor shall any of the soil beneath the same nor any of the foundations thereof other than actually required in the judgment of the engineer of the Chatham Company to be removed in order to make way for the cylinders or for the underpinning be taken away or disturbed either during the construction of the railway or at any time after its completion for any purpose whatsoever without the previous consent in writing of the Chatham Company :
- (9) The engineer of the Chatham Company shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the Chatham Railway works and buildings so to do to stop the construction of so much of the railway as shall be situate under the same pending the decision of an arbitrator to be appointed as herein-after mentioned :
- (10) In the event of any such stoppage as aforesaid and the confirmation thereof by such arbitrator the future construction of the railway so far as it affects the Chatham Railway works and buildings shall be carried out in accordance in all respects with the directions of such arbitrator :
- (11) The Chatham Company shall be entitled at the expense of the Company to supervise the mode in which the plans submitted by the Company are carried out and for this purpose to appoint such engineer clerk of the works inspectors and watchmen as may be reasonably necessary for the purpose :
- (12) All fees costs charges and expenses in respect of any of the matters in this section contained other than matters which become the subject of arbitration under the provision next herein-after contained shall be borne and paid by the Company :
- (13) Any difference which may arise under the provisions of this section between the Chatham Company and the Company shall be from time to time referred to and determined by an engineer to be agreed upon between the Company and the Chatham Company or failing such agreement by an engineer to

be appointed on the application of either party by the President of the Institution of Civil Engineers : A.D. 1898.

- (14) The approval by the Chatham Company of any plans or the superintendence by the Chatham Company's engineer of any works under the provisions of this section shall not exonerate the Company from any liability for damage caused to the Chatham Railway works and buildings or affect any claim by the Chatham Company for injury caused to the Chatham Railway works and buildings.

64. In constructing and maintaining the works by this Act authorised beneath or immediately adjoining any tramways of the South London Tramways Company (herein-after called "the Tramway Company") the Company shall be subject to the following conditions namely :— For protection of South London Tramway Company.

(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.

65. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty Saving rights of Duchy of Cornwall.

A.D. 1898.

in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said Duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

For protection of Reverend George Bromfield.

66. Nothing in this Act contained shall authorise the Company to enter upon use or take compulsorily for the purpose of the undertaking any part of the lands numbered 16 17 or 18 upon the deposited plans in the parish of Saint Mary Lambeth.

For protection of trustees of Terry's Estate.

67. Nothing in this Act contained shall authorise the Company to enter upon take or use compulsorily for the purposes of the undertaking by this Act authorised any part of the lands and property situated on the north side of Camberwell New Road in the parish of Lambeth belonging or reputed to belong to the trustees of Terry's Estate.

For protection of London Tramways Company Limited.

68. And whereas it is intended that the works by this Act authorised shall be constructed mainly or partly under streets and roads in which tramways and works of the London Tramways Company Limited (herein-after called "the Tramways Company") are situate and it is expedient that provision should be made for the protection of the Tramways Company:—

- (1) No trial boring or shaft shall be sunk on any portion of any street or road which the Tramways Company are liable to repair nor shall any such portion of street or road be broken up or otherwise interfered with by the Company:
- (2) The Company shall not in the execution of the works by this Act authorised interfere with interrupt obstruct or imperil the tramways or works or traffic of the Tramways Company:
- (3) If during or by reason of the execution existence maintenance repair or failure of the works authorised by this Act or any of them the tramways or works of the Tramways Company or any portion of roadway which the Tramways Company are liable to repair shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own

expense and in the event of their failing so to do the Tramways Company may make good the same and recover their expenditure in that behalf with full costs against the Company in any court of competent jurisdiction:

- (4) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Tramways Company all costs losses damages and expenses which may be occasioned to the said tramways belonging to the Tramways Company or to any of their works or property or any portion of street or road which they are liable to repair or to any person or persons using the tramways of the Tramways Company or such portion of street or otherwise by reason of the execution existence maintenance repair or failure of the works by this Act authorised or by reason of any obstruction of the traffic of the Tramways Company 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 Tramways Company from all claims and demands upon or against them by reason of such execution existence maintenance repair or failure obstruction act or omission.

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

For protection of City and South London Railway Company.

- (A) The Company shall twenty-one days before they commence the construction of that part of the railway and works by this Act authorised which shall or may pass under over or by the side of the railway of the City Company and for a distance of one hundred lineal feet on each side thereof furnish to the City Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under over or by the side of the said railway of the City 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 City Company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by an 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 City Company and at the costs charges and expenses in all respects of the Company :

A.D. 1898.

- (B) The Company shall construct the works by which the railway and works by this Act authorised shall be carried under or over or by the side of the City Company's railway and the works and conveniences connected therewith and also for the distance before mentioned to the reasonable satisfaction in all respects of the engineer of the City Company and so as to leave undisturbed at all times the railway and other works connected therewith of the City Company and if and whenever the Company fail so to do the City Company may make and do in or upon as well the railway and works of the Company as their own railways and works all such works and things as the City Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure on that behalf shall be repaid to them by the Company :
- (c) If during the execution of the works the City Company's railway or any of the works connected therewith respectively or any property of the City Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the City Company may make good the same and recover the amount expended in so doing from the Company :
- (d) The Company shall not in making the railway and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the City Company's 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 City Company for each such obstruction fifty pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue :
- (E) During the construction of the railway and works by this Act authorised under or over and adjacent to the City Company's railway the Company shall bear and on demand pay to the City Company the expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching the City Company's 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 their contractors or of any person or persons in their employ or otherwise : A.D. 1898.

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

70. With reference to so much of the railway subway and other works (in this section referred to as "the works") by this Act authorised as will be made in the parish of Saint George the Martyr Southwark (in this section referred to as "the parish") and for the protection of the vestry of the parish (in this section referred to as "the vestry") the following provisions shall apply :—

For protection of vestry of parish of St. George the Martyr Southwark.

- (1) Subject as herein provided with reference to trial borings nothing in this Act contained shall authorise the Company to break up or disturb the surface of any street or road in the parish for the purpose of constructing maintaining or repairing the works or for making any ventilators or any shafts or other similar openings in any roadway or footway but (subject as aforesaid) the Company may in the parish 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 books of reference or so much thereof as they require :
- (2) The works within the parish shall be constructed at a depth below the surface of at least twenty-five feet measured from the surface of the road to the extreme top of the tunnel and in such manner as not to damage or in any way interfere with any sewer drain or pipe belonging to the vestry :
- (3) All tunnels arches and other works 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 parish but also any steam roller traction engine or other motor by whatever power worked that the vestry or its contractors for the time being may use for repairing the streets or roadways under its control and the Company shall indemnify the vestry against and make good to it all costs and expenses that the vestry may

A.D. 1898.

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 :

- (4) The Company shall make full compensation to the vestry for any damage to interference with or subsidence of any carriage-way footway sewer drain or other work vested in the vestry or under its jurisdiction or control which may be caused by or in consequence of any act or default of the Company their contractors servants or agents and whether such damage interference or subsidence shall happen during the construction of the works or at any time thereafter :
- (5) The Company shall not deposit any subsoil or materials anywhere within the parish so as to cause any nuisance or obstruction to the vestry or any person using the streets roads or footways within the parish and if the Company their contractors servants or agents commit any breach of this subsection they shall be liable to a penalty not exceeding forty shillings for each offence and any such penalty may be recovered in a summary manner before any court of summary jurisdiction :
- (6) The Company shall in respect of all lands and buildings acquired by them under the powers of this Act within the parish be liable to and pay all the poor and other rates and contributions leviable in respect of such lands and buildings as if the Company were assessed in respect of such lands and buildings in the valuation list in force for the parish at the time the Company acquire such lands and buildings whether such lands and buildings be occupied or vacant and shall continue liable to and pay all such poor and other rates and contributions until the undertaking shall be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such of the said lands and buildings as may not be required for the purposes of the undertaking shall have been otherwise duly assessed or liable to be assessed and become liable to the before-mentioned rates and contributions :
- (7) It shall be lawful for the surveyor of the vestry from time to time to enter upon and inspect any works of the Company in the parish :
- (8) All costs charges and expenses incurred by the vestry in removing any soil dropped on any road in contravention of the provisions of this Act in the execution of the works shall on demand be paid by the Company to the vestry and be a debt due to the vestry :

(9) If any difference shall arise between the vestry and the Company under or in respect of any of the provisions in this section herein-before contained such difference shall (unless otherwise herein-before provided) be referred to arbitration under the Arbitration Act 1889 :

(10) Nothing in this Act contained shall prevent the vestry at any time hereafter from constructing and carrying any road sewer drain pipes subway or other works by the side of or over or under any of the works constructed by the Company in the parish under the powers of this Act.

71. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of thirty-six thousand one hundred and fifty-six pounds nine shillings and three pence 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 railway has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act) which sum is referred to in this Act as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act 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 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.

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

A.D. 1898.
Application
of deposit.

72. If the Company do not previously to the expiration of the period limited for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the 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 applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the 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.

Period for
completion
of works.

73. If the railway and works are 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.

74. The Company may subject to the provisions of this Act demand and take for every passenger conveyed in carriages in or upon the railway or any part thereof including tolls and charges for the use of the subway and of carriages and for motive power and for other expenses incidental to such conveyance any tolls or charges not exceeding the following (that is to say):—

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

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

For every passenger conveyed in a third-class carriage the sum of one penny per mile. A.D. 1898.

75. 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):— Rates for small parcels &c.

For any parcel not exceeding fifty-six pounds in weight eightpence and for any parcels weighing fifty-six pounds and upwards any sum which the Company may think fit;

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:

Provided always that articles sent in large aggregate quantities although made up in separate parcels shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

76. 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.

77. 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.

78.—(1) The Company shall before the hour of seven in the morning on every week day run at least twelve trains from Brixton to the City and such trains shall stop at all stations and the Company shall charge not more than one halfpenny per mile for every passenger conveyed by such trains. Provided that the Company shall not be bound to issue a ticket for a less sum than one penny. Trains and cheap fares for labouring classes.

(2) The Company shall on demand issue to every passenger travelling by train in pursuance of the last-mentioned provision a return ticket which shall entitle the holder to return by any train during the day and to leave the train at the station from which the ticket was issued or at any intermediate station at which the train shall stop. The Company shall not charge for such return ticket a sum greater than double the amount which would be paid under the last preceding provision for a single ticket.

A.D. 1898.

(3) The liability of the Company under any claim to compensation for injury or otherwise in respect of any passenger travelling by any train run or provided under this section or any passenger returning at a fare fixed under and for the purposes of this section shall be limited to a sum not exceeding one hundred pounds.

Working
class trains.

79. 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.

Confirming
scheduled
agreement
with City
and South
London
Railway
Company.

80. The agreement dated the sixteenth day of March one thousand eight hundred and ninety-eight between Spencer Barclay Heward for and on behalf of the promoters of the Bill for this Act of the one part and the City and South London Railway Company of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Company and the City and South London Railway Company as if the Company had been parties to the said agreement and the same had been under their common seal.

The provisions of this Act shall apply to the City and South London Railway Company when working the railway under the said agreement.

Power to
Company
and City
and South
London
Railway
Company to
enter into
working
agreements.

81. The Company on the one hand and the City and South London Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 and of this Act enter into and carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say) :—

The working maintenance use and management by the City and South London Railway Company of the railways of the Company including the said portion of the railway of the City and South London Railway Company ;

The management regulation interchange collection transmission and delivery of traffic coming from or destined for the railways of the said companies or either of them ;

The supply and maintenance under any agreement for the railway of the Company being worked and used by the City and South London Railway Company as aforesaid of engines stock plant and machinery necessary for the purposes of any such agreement ;

The supply of electrical energy to or by the Company ;

The construction of sidings junctions buildings and incidental works and conveniences and the maintenance use and repair thereof; A.D. 1898.

The fixing collection payment appropriation apportionment and distribution of the tolls rates subject to the authorised maximum rates fares charges income and profits arising from the respective railways and works of the contracting companies or either of them or any part thereof:

The provisions of this Act shall apply to the City and South London Railway Company when working the railway under the said agreement.

82. The Company may enter into and carry into effect contracts agreements and arrangements with the Council or 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 or the City and South London Railway Company with respect to the mode of construction maintenance or user of so much of the railway as adjoins any property of that company the acquisition and appropriation of lands works and property the formation and user of approaches to the railway from any streets roads or public places and any incidental matters. Agreements with public bodies and companies.

83. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments (including the subsoil and under-surface of any street road or footway) or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods 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. Saving rights of the Crown.

84. Notwithstanding anything in this Act or any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or Power to pay interest out of capital during construction.

A.D. 1898. — such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

- (A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :
- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (C) The aggregate amount to be so paid for interest shall not exceed sixty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid :
- (D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :
- (E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share 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.

Recovery of demands under fifty pounds.

85. Proceedings for the recovery of any demand not exceeding fifty pounds made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in the county court.

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

86. 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. A.D. 1898.

87. 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. Provision as
to general
Railway
Acts.

88. 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. Costs of Act.

A.D. 1898.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Describing LANDS &c. in respect of which EASEMENTS only may be taken (Minimum Depth from Surface of Ground to Crown of Tunnel 25 feet). -

Parish or Place.	Number on Deposited Plans.
Saint Saviour Southwark - -	5
Saint George the Martyr Southwark -	8
Saint Mary Lambeth - -	5 6 7 8 29A 29B 29C 29D 31 76 91

THE SECOND SCHEDULE.

AN AGREEMENT made this sixteenth day of March one thousand eight hundred and ninety-eight between SPENCER BARCLAY HEWARD of 96 Ashley Gardens Victoria Street in the county of London Esquire for and on behalf of the Promoters of an intended Company to be called "The City and Brixton Railway Company" (herein-after referred to as "the Brixton Company") of the one part and the CITY AND SOUTH LONDON RAILWAY COMPANY (herein-after referred to as "The South London Company") of the other part.

WHEREAS the party hereto of the first part is with others promoting a Bill in the present Session of Parliament (herein-after called "the Brixton Bill") for powers to incorporate the Brixton Company to make and maintain (1) A Railway (No. 1) 3 miles 5 furlongs and 4.35 chains in length (2) A widening (5 chains in length) of the constructed City and South London Railway (3) A subway for foot passengers only 440 chains in length as the same are in the Brixton Bill more particularly described:

And whereas it would be in the interests of the Brixton and South London Companies and for the public convenience that the South London Company should work the Undertaking for which powers are sought by the Brixton Bill the parties hereto have accordingly agreed as follows:—

- (1) The Brixton Company shall make construct and complete the said railway widening and subway and other works in accordance with a

specification to be agreed upon by the Brixton and South London Companies and failing agreement so be settled by arbitration as herein-after provided and the Brixton Company shall acquire such lands and easements authorised to be acquired by the Brixton Company as shall be necessary for any of the above purposes or otherwise for the proper construction and completion of the proposed undertaking and works of the Brixton Company Provided always that the said undertaking and works of the Brixton Company are not to be deemed to be completed as aforesaid unless and until they shall be approved by the engineer for the time being of the South London Company and are in such a condition (the provision of motive power locomotives and rolling stock only excepted) as to be readily and easily worked by the South London Company in connexion with and as part of their existing system and shall have received the sanction and approval of the Board of Trade:

- (2) The Brixton Company shall construct the works authorised and agreed to be constructed by them under the superintendence and to the reasonable satisfaction of the engineer for the time being of the South London Company and shall not in making constructing and carrying out the said works in any manner obstruct hinder or interfere with the free uninterrupted and safe use of the railway and works of the South London Company or any traffic thereon:
- (3) The Brixton Company shall at their own cost obtain the necessary land for and construct at or near the junction of the Brixton Road and Camberwell New Road workshops locomotive and carriage sheds and other buildings necessary and proper for the repair cleaning and storage of the locomotives carriages and other rolling stock used on the proposed line and the existing King William Street section and the connexion of such depôt with the line of the Brixton Company by means of an inclined tunnel and set of rails:
- (4) Upon the construction and completion of the said works and undertaking of the Brixton Company as aforesaid to the satisfaction of the South London Company's engineer and upon the sanction of the Board of Trade being given to the opening thereof the South London Company shall take over the said undertaking and works of the Brixton Company which expression shall not include any surplus lands of the Brixton Company or any buildings or parts of buildings not requisite for the working of the said undertaking or the first or other floors of the station buildings other than the ground floor but except as aforesaid shall be deemed to include all lands and easements and every interest therein acquired by the Brixton Company and the whole of the works authorised or to be authorised and proposed to be constructed by the Brixton Company but not including the King William Street section which as widened by the Brixton Company shall revert to the South London Company as herein-after provided and the South London Company shall during the term of nine hundred and ninety-nine years manage maintain and work the same as part of their system with the full benefit of the powers conferred upon or vested in the Brixton Company for that purpose and in particular with power to fix vary and collect all tolls rates and charges

A.D. 1898.

allowed by law in respect of the undertaking of the Brixton Company. Provided always that during the first year of the said term the Brixton Company shall pay to the South London Company the whole costs of maintaining in good working order and condition the works and undertaking subject to the said term and shall at all times pay and discharge and indemnify the South London Company against all compensation (if any) in respect of any lands acquired for or injuriously affected by the construction of the said undertaking and works of the Brixton Company and all costs charges and expenses in connexion therewith :

- (5) The South London Company shall pay to the Brixton Company during the said term of nine hundred and ninety-nine years for the use of the undertaking and works of the Brixton Company the rents following namely for the first year of the said term the rent of twenty thousand pounds for the second year of the said term the rent of twenty-one thousand pounds for the third year of the said term the rent of twenty-two thousand pounds for the fourth year of the said term the rent of twenty-three thousand pounds for the fifth year of the said term the rent of twenty-four thousand pounds for the sixth and every succeeding year of the said term the rent of twenty-five thousand pounds the said rents to be paid by equal half-yearly payments on the fifteenth day of January and the fifteenth day of July in each year. Provided always that if and whenever there shall be paid upon the ordinary stock and shares for the time being of the South London Company in respect of the profits of any half-year commencing after the expiration of the sixth year of the said term a dividend at the rate of four and a half per cent. or upwards the South London Company shall pay to the Brixton Company in respect of that half-year an additional rent of five hundred pounds for every complete half per cent. by which the annual rate of such dividend exceeds four per cent :
- (6) During the continuance of the said term of nine hundred and ninety-nine years the South London Company shall be entitled to all tolls charges rents and profits arising from the said undertaking and works of the Brixton Company and the South London Company shall pay and bear all rates taxes charges and assessments parliamentary parochial and otherwise present or future payable in respect of the said undertaking and works of the Brixton Company the income or property tax payable in respect of the said rent only excepted. Provided that nothing herein contained shall make the South London Company its property or undertaking liable to pay any income or other tax rate assessment or other charge payable in respect of the rents payable by the South London Company to the Brixton Company as aforesaid or in any way chargeable or responsible for the payment of any interest or capital secured by debentures debenture stock bonds or securities issued by the Brixton Company :
- (7) During the said term of nine hundred and ninety-nine years the South London Company shall maintain but as before provided for the first year of the said term at the cost of the Brixton Company and work the said undertaking and works of the Brixton Company and shall provide proper

and sufficient power locomotives and rolling stock to work the same and to employ electric hydraulic or any other power authorised by Parliament and to deal with the said undertaking and every part thereof in whatsoever manner shall seem to the South London Company to be most conducive to the profitable and economical working of the joint undertakings of the Brixton and South London Companies :

- (8) So soon as the line of the South London Company to Moorgate Street now under construction has been completed and opened for traffic the Brixton Company shall take over the King William Street section for the purpose of carrying out their said works and will hold and maintain the same until the completion as aforesaid of their undertaking and works and the commencement of the said term of nine hundred and ninety-nine years yielding and paying therefor during such period the annual rent of four thousand pounds payable half-yearly on the fifteenth day of January and the fifteenth day of July in each year and upon the completion of the said undertaking and the commencement of the said term the King William Street section shall revert to the South London Company and shall become their free and absolute property Provided always that if the said rent of four thousand pounds or any part thereof shall be in arrear or unpaid for twenty-one days after the same shall be payable whether the same shall have been demanded or not or if the Brixton Company shall fail to complete the said undertaking and works within the time specified by Parliament or if the completion thereof within such time shall become through lapse of time for the acquisition of any necessary land or easement or for any other reason impossible then and in any of the said cases it shall be lawful for the South London Company either by re-entry thereon or by written notice to the Brixton Company to retake the King William Street section and any widening thereof and to determine (without compensation) all the rights of the Brixton Company in respect thereof but without prejudice to any claim which the South London Company may have against the Brixton Company in respect of the non-payment of the said rent or the non-observance or non-performance of the terms of this agreement :
- (9) Should any difference hereafter arise between the parties as to the true intent and meaning or the due and proper fulfilment of the provisions of this agreement the same shall unless otherwise agreed be referred to the determination of an arbitrator to be appointed by the Board of Trade on the application of either of the parties hereto :
- (10) This agreement shall be scheduled to the Brixton Bill and is subject to the approval of Parliament being obtained to the Brixton Bill and to this agreement and is subject to such alterations as Parliament may think fit to make therein Provided that if the Committee of either House insist upon any material alteration therein it shall be competent to either party to this agreement to withdraw from it :
- (11) This agreement shall be binding upon the Brixton Company when incorporated in all respects as if the said Company had been parties hereto and had executed the same in the place of the said parties hereto of the first part who shall thereupon be relieved from all liability in respect of the same.

[Ch. ix.] *City and Brixton Railway Act, 1898.* [61 & 62 VICT.]

A.D. 1898.

If the Brixton Company shall not commence the construction of the works described in the said specification before the 30th June 1899 the South London Company may by notice in writing put an end to this agreement.

In witness whereof the said Spencer Barclay Heward hath hereunto set his hand and seal and the South London Company have hereunto caused their common seal to be affixed the day and year first above written.

S. BARCLAY HEWARD.

L.S.

Signed sealed and delivered by the above-named
Spencer Barclay Heward in the presence of
DONALD McMILLAN
11 & 12 Clements Lane E.C.
Solicitor.

The common seal of the City and South London
Railway Company was hereunto affixed in the
presence of

C. G. MOTT
Chairman.
W. F. KNIGHT
Secretary.

Seal.

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