



CHAPTER xliv.

An Act to empower the Southern Railway Company to construct works and acquire lands to extend the time for the completion of certain railways and for other purposes.

A.D. 1931.

[8th July 1931.]

WHEREAS it is expedient that the Southern Railway Company (in this Act referred to as "the Company") should be empowered to construct the subway and other works by this Act authorised and to acquire certain lands in this Act described :

And whereas it is expedient that the period now limited for the completion of certain railways should be extended as provided by this Act :

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

And whereas plans and sections showing the lines and levels of the works to be constructed under the powers of this Act and plans of the lands by this Act authorised to be acquired or used and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were deposited with the clerks of the county councils of the several counties and with the town clerk of the county borough in which the said works will

A.D. 1931. — be constructed or the said lands are situate which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference :

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

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

Short title. 1. This Act may be cited for all purposes as the Southern Railway Act 1931.

Interpreta- 2. In this Act unless there be something in the
tion. subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have in relation to the relative subject matter the same respective meanings And—

“The Company ” means the Southern Railway Company ;

“The subway ” means the subway and works and conveniences in connection therewith by this Act authorised ;

“Telegraphic line ” has the same meaning as in the Telegraph Act 1878 ;

All distances and lengths stated in any description of works or lands shall be read and have effect as if the words “or thereabouts ” were inserted after each such distance and length.

Incorporation of general Acts. 3. The following Acts and Parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

Provided that—

(1) any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single

arbitrator to be agreed upon between the Com-
pany and the person claiming the compensation
or in default of such agreement appointed by the
Board of Trade on the application of either
party ;

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(2) the bond required by section 85 of the
Lands Clauses Consolidation Act 1845 shall be
under the common seal of the Company and shall
be sufficient without the addition of the sureties
mentioned in that section ;

The Railways Clauses Consolidation Act 1845 :

Provided that the expression “ the railway ”
where used in the said Act of 1845 shall be deemed
to include the subway ; and

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

4. For the purposes of the incorporation of the Rail-
ways Clauses Consolidation Act 1845 with this Act the
expressions “ parish clerks ” and “ clerks of several
parishes ” where used in sections 7 8 and 9 of the said Act
of 1845 shall as regards the administrative county of
London mean the town clerk of the city of London.

Interpreta-
tion of term
“ parish
clerks ” &c.

5. The provisions of sections 18 to 23 of the Rail-
ways Clauses Consolidation Act 1845 shall for the purposes
of this Act extend and apply to the gas and water mains
pipes and apparatus of any local authority or gas or
water board and shall be construed as if “ local
authority ” “ gas board ” and “ water board ” were
mentioned in those sections in addition to “ company
or society ” Provided that any penalties recovered under
section 23 shall be appropriated to that fund of the local
authority or gas or water board to which their revenues
in respect of gas or water (as the case may be) are
appropriated.

Protection
of gas and
water mains
of local
authorities.

6. Subject to the provisions of this Act the Com-
pany may in the lines shown on the deposited plans and
according to the levels shown on the deposited sections
make and maintain in the city of London the subway
and works hereinafter described together with all neces-
sary and convenient escalators inclines stairs approaches
passages tunnels works and conveniences connected

Power to
make
subway.

A.D. 1931. — therewith or incidental thereto and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited book of reference relating thereto as may be required for that purpose (that is to say) :—

A subway commencing in the southern tunnel of the Company's city station beneath a point on the south-east side of Queen Victoria Street opposite the premises numbered 15 in that street and terminating in the existing subway under Mansion House Street at a point 14 yards north-east of the northern corner of the Mansion House :

Provided that the Company may enter upon take and use the subsoil and undersurface of any public street road footway or place shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purpose of the subway without being required to purchase the same or any easement therein or thereunder or to make any payment therefor.

Plans &c. to be approved by Minister of Transport before certain works commenced.

7. The Company shall as regards the subway from time to time submit for the approval of the Minister of Transport plans sections and other details of their proposals with respect to (a) tunnels stairs escalators and other communications (b) lighting and (c) ventilation. The subway shall be constructed and maintained only in accordance with plans sections and other details as approved by the Minister of Transport.

Power to break up surface of streets.

8.—(1) Subject to the provisions of this Act the Company may for the purpose of constructing the subway enter upon open break up and interfere with so much of the surface of Queen Victoria Street Poultry Mansion House Street and Walbrook as is within the limits of deviation of the subway and may make and maintain temporary openings in the roadways and footways of so much of the said streets as is within the said limits of deviation without being required to purchase any part of the surface or undersurface of any roadways and footways or any easement in or through the same or to make any payment for interfering with such roadways or footways.

(2) Seven days before breaking up or interfering with any portion of the said roadways and footways under the powers of this section the Company shall serve notice in

writing on the Commissioner of the City Police and make such arrangements with him as may be necessary so as to cause as little interference with traffic as may be reasonably possible.

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(3) Save as aforesaid (and except for the purpose of making trial borings or altering or diverting sewers pipes cables wires and other works) nothing in this Act contained shall empower the Company to break up or interfere with the surface of any street for the purpose of constructing maintaining or using the subway Provided that the Company shall not alter divert or otherwise interfere with any telegraphic line belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

9. Subject to the provisions of this Act the Company may make trial borings at such places within the limits of deviation of the subway as they may think fit for the purpose of ascertaining the nature of the soil Provided that any such borings made by the Company in any street shall be subject to such reasonable restrictions as to surface borings as the mayor and commonalty and citizens of the city of London may impose.

Power to
make trial
borings.

10. The Company may use for the discharge of any water pumped or found by them during the construction of the subway any available watercourse or any sewer or drain of the mayor and commonalty and citizens of the city of London or the London County Council and for that purpose may lay down take up and alter conduits pipes and other works and make any convenient connections with any such watercourse sewer or drain within the limits of deviation shown on the deposited plans :

Use of
sewers &c.
for remov-
ing water.

Provided that the Company shall not make any opening into any such sewer or drain save in accordance with plans reasonably approved by and under the superintendence (if the same be given) of the authority in whom the sewer or drain shall be vested :

Provided also that the Company shall not make any opening in or discharge water directly into any sewer of the London County Council or into any sewer communicating therewith except with the consent of the London County Council (which consent shall not be unreasonably withheld) and subject to such reasonable conditions as to the making number and position of such openings the

A.D. 1931. quantity of water to be discharged the time of such discharge and otherwise as may be prescribed by the London County Council in giving such consent.

Under-
pinning of
houses near
subway.

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

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator 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 : A.D. 1931.
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- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any loss or damage which may result to them by reason of the exercise of the powers granted by this section :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against any 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 the requirements of and in the mode prescribed by the arbitrator the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :
- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this section shall subject to the provisions of this Act be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

12. For the protection of the mayor aldermen and commons of the city of London (in this section referred to as "the corporation") the following provisions shall

For protection of corporation of London.

A.D. 1931. unless otherwise agreed between the Company and the corporation have effect (that is to say) :—

- (1) The subway shall be constructed in accordance with the plan marked "A" and signed in quadruplicate by the Reverend Herbert Dunnico the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy whereof has been deposited in the Committee and Private Bill Office of the House of Commons one copy in the Parliament Office of the House of Lords one copy in the office of the Company and one copy in the office of the town clerk of the city of London (in this section referred to as "the city") :
- (2) Any part of the subway which will be within twenty-five feet of the surface of any street road or open space within the city or within a distance of one hundred feet from the Mansion House shall be constructed only in accordance with plans sections and specifications previously submitted to and reasonably approved by the corporation in writing and subject to such conditions and requirements as the corporation may reasonably impose :
- (3) At least fourteen clear days before commencing any vertical borings from the surface of any part of any street within the city the Company shall serve notice in writing of their intention to commence the same on the corporation and such notice shall describe the place or places at which such borings are intended to be made and if within fourteen days after the service of such notice any objection is made by the corporation the matter shall unless otherwise agreed between them be determined by arbitration as in this section provided before the boring is commenced but if within such period no such objection is made the said borings may be proceeded with :

The Company shall not except with the consent of the corporation carry on any work of boring through any part of the surface of a street within the city except between the hours of ten p.m. and eight a.m. :

The Company shall furnish to the corporation full and detailed information as to the strata traversed in any boring for the purposes of the subway : A.D. 1931.
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- (4) Before breaking up or interfering with any portion of the surface of any street or place within the city the Company shall give not less than fourteen days' notice in writing to the town clerk of the city and to the Commissioner of the City Police and make such arrangements with the town clerk and the said commissioner as may be necessary so as to cause as little interference with traffic as may be reasonably possible :
- (5) Any opening made under the section of this Act of which the marginal note is " Power to break up surface of streets " in any street shall be timbered or otherwise covered over by the Company so as to permit the free and uninterrupted passage thereover of persons and vehicles between the hours of eight a.m. and seven p.m. on every weekday except Saturday and eight a.m. and two p.m. on every Saturday or such other hours as may be agreed between the Company and the corporation :
- (6) The subway shall be constructed in all respects to the reasonable satisfaction of the corporation who may at the expense of the Company supervise the mode in which the works are carried out and for this purpose may appoint an engineer and such inspectors and watchmen as they may reasonably think fit :

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

- (7) So much of the subway as constitutes a widening or enlarging of the existing subway and approach to the Bank station of the Central London Railway Company and to the subways surrounding the said station shall be paved

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lighted cleansed and maintained and so for ever kept and repaired to the satisfaction of the corporation but at the sole expense of the Company and shall for police and all other purposes form part of the public way within the city :

- (8) The Company shall make full compensation to the corporation for any damage to or subsidence of any buildings sewer drain or work under the jurisdiction or control of the corporation in or under any street road or footway in or under which any part of the subway may be executed by the Company which may be caused by or in consequence of the exercise of any powers under this Act or by any act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the subway or at any time thereafter :
- (9) In the construction of the subway the Company shall not except with the consent of the corporation permit or suffer any cart wagon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare except between the hours of seven p.m. and eight a.m. and shall not permit or suffer any cart wagon or other vehicle to carry any soil excavated from the said subway and works through the streets of the city between the hours of eight a.m. and seven p.m. 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 :
- (10) (a) Where any of the works to be done under or by virtue of this Act may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the corporation or with any sewers or works to be made or executed by the corporation or shall or may in any way affect the sewerage or drainage of the districts under

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their control the Company shall not commence such works until they shall have given to the engineer or surveyor of the corporation twenty-eight days' previous notice with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the corporation shall have signified their approval of the same which approval shall not be unreasonably withheld. Provided that if the corporation do not signify their approval or disapproval within twenty-eight days after service of the said plan section and particulars as aforesaid they shall be deemed to have approved thereof;

(b) The Company shall comply with and conform to all reasonable directions and regulations of the corporation in the execution of the said works and shall provide by new altered or substituted works in such manner as the corporation may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by or by reason of the said intended works or any part thereof and shall save harmless the corporation against every expense to be occasioned thereby and all such works may be done by or under the direction superintendence and control of the engineer or other officer of the corporation and at the costs charges and expenses in all respects of the Company;

(c) All reasonable costs charges and expenses which the corporation may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the corporation by the Company on demand and be a debt due from the Company to the corporation;

(d) When any new altered or substituted works as aforesaid or any works or defences connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction

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jurisdiction and control of the corporation as any sewers or works now are or hereafter may be;

(e) Nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the corporation or their successors but all such rights powers or authorities shall be as valid and effectual as if this Act had not been passed. Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matter or difference shall be determined by arbitration as in this section provided:

- (11) The Company shall not affix exhibit or permit to be affixed or exhibited upon any part of the subway within view of any public street within the city any placards or advertisements other than those relating to the railway unless the same shall have been approved in writing by the corporation and if any such placard or advertisement be affixed or exhibited without such approval the corporation and their authorised officers may remove the same and recover the cost reasonably incurred in so doing from the Company:
- (12) The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of the subway and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person any such objects discovered in the city shall be deposited in the Guildhall Museum as the property of the corporation:
- (13) The Company shall keep the corporation indemnified against all actions claims and demands whatsoever brought or made against the corporation by any person by or in consequence of the construction of the subway:
- (14) Before opening the subway for the use of the public the Company shall to the satisfaction of the corporation fill in such part (if any) of their existing subway and works at or

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connected with their city station as may be put out of use or be discontinued for use by the Company in consequence of the construction of the subway and take such other or further measures as the corporation may require to prevent danger arising therefrom :

- (15) Any difference which may arise under this section between the corporation and the Company shall be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

13. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions for the protection of the London County Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council have effect (that is to say) :—

For protec-
tion of Lon-
don County
Council.

- (1) In and for the purposes of this section—

the expression "the property of the council" means any lands building vault or subway or any other property of the council; and

the expression "the prescribed distance" means one hundred feet measured from any part of the property of the council :

- (2) Except for the purpose of executing any works of underpinning or strengthening in pursuance of the section of this Act of which the marginal note is "Underpinning of houses near subway" the Company shall not in constructing the subway without the consent of the council enter upon take use or interfere with any lands or property of the council other than such easement or right of using the subsoil or under-surface thereof as may be required by the Company for that purpose :
- (3) The provisions of subsection (3) of section 12 (For protection of London County Council) of the Southern Railway Act 1926 are incorporated with and form part of this Act and

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shall extend and apply to the subway as fully and effectually to all intents and purposes as if those provisions had been repeated and expressly re-enacted in this Act with reference thereto :

- (4) If the Company in constructing the subway or any works connected therewith shall alter or in any way interfere with any of the existing sewers of the council under Queen Victoria Street Mansion House Street Walbrook and Poultry or any of them they shall pay to the council from time to time any additional cost expenses or charges which the council may reasonably be put to or incur in the maintenance or management of any sewer so altered or interfered with or of any new or substituted sewer which may be necessary in consequence of the Company's works The provisions of this subsection shall be in addition to and not in derogation of any other provisions of this Act :
- (5) The council shall not under the provisions of subsection (3) of this section require the Company in constructing the subway to deviate to an extent which would prevent the Company from constructing the subway in general accordance with the plan and section marked " A " (in this section referred to as " the signed plan ") which has been signed in triplicate by the Reverend Herbert Dunnico the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred whereof one copy has been deposited in the Committee and Private Bill Office of the House of Commons one copy in the Parliament Office of the House of Lords and one copy with the council :
- (6) The Company shall not without the consent of the council construct under any street or roadway any part of the subway or any other works connected therewith which will be within twenty-five feet of the surface of such street or roadway except in accordance with plans and sections submitted to and approved by the council such approval not to be unreasonably withheld :

(7) (a) Before commencing to construct any part of the subway which shall be within the prescribed distance the Company shall deliver to the council plans sections and specifications of the works as proposed to be executed by the Company within the prescribed distance and if at the expiration of twenty-eight days from such delivery the plans sections and specifications are not approved by the council there shall be deemed to be a difference and such difference shall unless otherwise agreed be settled in the manner in this section provided and such works shall be executed in all respects in accordance with plans sections and specifications approved by the council or settled as aforesaid to the reasonable satisfaction of the council and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with with all reasonable dispatch; A.D. 1931.

(b) The Company shall at all times maintain so much of the subway as will be within the prescribed distance in substantial structural repair and good order and condition to the reasonable satisfaction in all respects of the council and if and whenever the Company fail so to do the council may make and do in and upon as well the works and lands of the Company as their own lands and works all such works and things as the council may reasonably think requisite and the sum from time to time certified by the council to be the reasonable amount of the council's expenditure in that behalf shall be repaid to the council by the Company The council shall at all reasonable times have free access to the said portion of the subway and every reasonable facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall forthwith be complied with by the Company;

(c) If by reason or in consequence of the execution or working or use of the subway any part of the property of the council or any of the works or conveniences connected therewith are

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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 council may make good the same and recover the cost thereof from the Company ;

(d) If the Company in constructing the subway shall damage or in any way interfere with the existing pipe subway of the council in Queen Victoria Street they shall at their own expense make good the said pipe subway to the reasonable satisfaction of the council by constructing adequate substituted works or otherwise as the council may reasonably require and the Company shall effectually indemnify the council from all claims and demands upon or against the council by reason of such damage or interference or of any alteration of the said pipe subway and shall likewise make good to the council any loss of revenue sustained in consequence of the operations of the Company in respect of such pipe subway ;

(e) The Company shall provide an opening for access to and ventilation of the pipe subway diversion shown on the signed plan of such size not less than two feet six inches square as the council may reasonably require from a refuge or rest to be constructed in a position to be approved by the mayor aldermen and commons of the city of London in the carriageway of the said street of such dimensions as to accommodate such an opening ;

(f) All reasonable fees costs charges and expenses incurred by the council in respect of any of the matters in the preceding paragraphs of this subsection contained shall be borne and on demand paid by the Company and during the construction renewal or repair of the subway within the prescribed distance the Company shall bear and on demand pay to the council the expense reasonably incurred of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the property of the council or any part thereof and the works and conveniences connected

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therewith and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from acts or defaults of the contractors of the Company or of any person in their employ or otherwise;

(g) The Company shall be responsible for and make good to the council all costs losses damages and expenses which may be occasioned to the council or to the property of the council by reason or in consequence of the construction maintenance or failure of the subway or of any act or omission of the Company or of any person in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason or in consequence of such construction maintenance or failure or of any such act or omission;

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

- (8) As soon as reasonably practicable after the completion of the subway the Company shall at their own expense furnish the council with a copy of any map or plan made by them of the subway as completed:
- (9) At least seven clear days before commencing any vertical borings from the surface of any part of any street in the administrative county of London the Company shall serve notice in writing of their intention to commence the same on the engineer of the council and such notice shall describe the place or places at which such borings are intended to be made and if within seven days after the service of such notice any objection is made by the said engineer the matter shall unless otherwise agreed between them be determined by arbitration before the boring is commenced:

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- (10) Any dispute or difference which may arise between the council and the Company with respect to the provisions of subsection (6) subsection (7) or subsection (9) of this section or in any way arising thereout shall be referred to and settled by arbitration by a civil engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of the Company and the council or either of them and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-
tion of Cen-
tral London
Railway
Company.

14. The following provisions for the protection of the Central London Railway Company (in this section referred to as “the Central Company”) shall unless otherwise agreed between the Company and the Central Company apply and have effect (that is to say):—

- (1) In this section the following expressions have the meanings hereby respectively assigned to them (that is to say):—

“the protected works” means and includes the railway of the Central Company and their Bank station and the subways passages stairway approaches thereto and other works and property held or used in connection therewith;

“the works” means and includes so much of any works authorised by or in pursuance of this Act and of any works appurtenant or incidental thereto respectively which are within or within one hundred feet of the protected works and any temporary or other works which the Company may execute under or in pursuance of this Act within the distance aforesaid:

- (2) Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the Company shall not without the previous consent in writing of the Central Company which shall not be unreasonably withheld enter upon take use or in any way alter or interfere with either temporarily or permanently any of

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the protected works but the Company may purchase and take and the Central Company shall and they are hereby authorised to sell and grant so far as their interest therein extends such easement or right as may be agreed between the Company and the Central Company as may be reasonably necessary to enable the Company to carry out the works. The amount to be paid for the acquisition of such easement or right shall be settled in case of difference in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purposes of any arbitration :

- (3) Notwithstanding anything shown on the deposited plans and sections or in this Act contained the construction of the works shall be carried out and completed at such levels as are shown on and in all respects in accordance with the plan and section marked " A " signed in quadruplicate by the Reverend Herbert Dunnico the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (in this section referred to as " the signed plan ") of which one copy has been deposited in the Committee and Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords and one copy has been retained by the Company and the remaining copy by the Central Company :
- (4) The Company shall before they commence the construction of the works submit to the engineer of the Central Company proper and sufficient plans sections detailed drawings and specifications of the works proposed to be carried out by the Company including strength and quality of materials for the reasonable approval of the said engineer and also proper and sufficient plans showing the stages by which it is intended to carry out the proposed works for the like approval. Provided that if the said engineer

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does not within the space of twenty-eight days after the receipt of such plans sections drawings and specifications signify his disapproval he shall be deemed to have approved thereof but if within such twenty-eight days he signifies his disapproval thereof then such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed on the application of either party as hereinafter provided and the works shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the supervision and to the reasonable satisfaction of the said engineer and at the costs charges and expenses in all respects of the Company :

- (5) Before the Company commence the construction of the works any temporary works which may in the opinion of the engineer of the Central Company be reasonably necessary to ensure the stability of the protected works shall be carried out by and at the cost of the Company or the Central Company may if they so elect carry out such works for the Company and the costs thereof and any expenses incurred in connection therewith (including compensation payable to any workmen who may be injured or killed whilst employed by the Central Company in and about such works or their legal representatives or dependants) shall be repaid by the Company to the Central Company on demand :
- (6) If it shall at any time appear to the engineer of the Central Company either during the construction or after the completion of the works that any further or other works or appliances or other measures of precaution are required so as to prevent subsidence damage or injury happening to the protected works owing to or in consequence of the execution of the works the Company shall on being thereunto required in writing under the hand of the engineer of the Central Company make and execute at their own expense and according to plans sections and specifications to be approved by him such

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further works or take such measures of precaution including the temporary cessation of the construction of the works as the said engineer shall reasonably require. The construction of the works and any such further works as aforesaid when commenced shall proceed without cessation except as aforesaid and with all reasonable dispatch. Any difference as to the necessity of any such further works as aforesaid or as to the mode of execution thereof or as to the necessity for any temporary cessation of the construction of the works shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party as hereinafter provided:

- (7) The Company shall before commencing the construction or the structural alteration renewal or repair of the works give (except in case of emergency) twenty-eight days' previous notice in writing to the said engineer of the Central Company of their intention to commence such works and in case of emergency the Company shall give the Central Company the longest notice which they can reasonably give having regard to the urgency of the repairs to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out:
- (8) The Company shall at their own expense construct and at all times maintain the works and all other works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the Central Company and also any further works which may be constructed under the provisions of subsection (6) of this section in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Central Company and so as to leave undisturbed at all times the protected works and if and whenever the Company fail so to do after fourteen days' notice in writing to be given by the Central Company to the Company or in case of emergency the Central Com-

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pany may make and do in and upon as well the lands and railway of the Company as their own lands all such works and things as the engineer of the Central Company may think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered with full costs by the Central Company from the Company in any court of competent jurisdiction Provided always that in the event of any dispute between the Company and the Central Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party as hereinafter provided :

- (9) Notwithstanding the approval of plans sections and detailed drawings and specifications or supervision by or completion to the satisfaction of the engineer of the Central Company as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during the execution of any of the works the protected works shall be injured or damaged such injury or damage shall be forthwith made good by the Central Company who may recover the full amount expended in so doing from the Company in any court of competent jurisdiction :
- (10) Notwithstanding anything in this Act the Company shall be responsible for and make good to the Central Company all costs charges losses damages and expenses which may be occasioned to the protected works and to any person or persons lawfully using the protected works by reason of the construction alteration maintenance or failure of the works or of any act or omission of the Company or of any person or persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Central Company from all claims and demands upon or against them by reason of such construction alteration maintenance failure or omission or

in respect of any damage caused to the premises of any lessees or tenants of the Central Company :

- (11) The Company shall not in making and maintaining the works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railways station and property of the Central Company or any traffic thereon or unnecessarily obstruct hinder or interfere with the street or subway access to their said station or property or to the premises of any lessees or tenants of the Central Company and if at any time or times hereafter the free and uninterrupted and safe user of the railways or station of the Central Company or any traffic thereon or the access to the said station property or premises shall be obstructed hindered or interfered with contrary to this enactment the Company shall notwithstanding any approval as aforesaid pay to the Central Company their lessees or tenants all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption or interference :
- (12) The Company shall from time to time repay to the Central Company any additional expense to which that company may be put in maintaining the protected works by reason or in consequence of the construction or user of the works :
- (13) The Company shall execute all protective works within the powers of the Company and take such other precautions (including the use of compressed air at an approved pressure and grouting with approved Portland cement) as shall be reasonably necessary for ensuring the safety of the protected works and such protective works when commenced shall be proceeded with without cessation :
- (14) During the construction of the works so far as the same affect the protected works the Company shall bear and on demand pay to the Central

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Company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them (including compensation payable to any workmen who may be injured or killed whilst so employed or their legal representatives or dependants) for inspecting watching and lighting the protected works with reference to and during the execution of the works and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or the defaults of their contractors or of any person or persons in their employ or otherwise and the Company shall at all times give ample facilities to the engineer of the Central Company and his assistants or inspectors for full and free access to the works during or after their construction and shall also furnish him or them with every information he or they may reasonably require with regard to the works or the method of construction thereof :

- (15) The Company shall so construct their electric circuits and other works of all descriptions in the subway and shall so work the same in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or to be used on the railway of the Central Company or with the currents in such circuits :
- (16) The Company and the Central Company may enter into and carry into effect agreements as to any of the works and matters referred to in this section or shown on the signed plan or as to any of the other provisions of this Act :
- (17) Except as in subsection (2) of this section otherwise provided with regard to the settlement of the amount to be paid for the acquisition of the easement therein referred to any difference which shall arise between the Company and the Central Company or their engineer under this section shall be determined by an engineer to be appointed on the application of either party

by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply in reference thereto. A.D. 1931.
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15. For the protection of the Metropolitan Water Board (in this section referred to as “the board”) the following provisions shall unless otherwise agreed in writing between the board and the Company have effect (that is to say):— For protec-
tion of Met-
ropolitan
Water
Board.

- (1) In this section the expression “the said works” means the subway and works and conveniences in connection therewith by this Act authorised :
- (2) Where the Company construct any part of the said works within seven feet six inches measured either horizontally or vertically from any main pipe work or apparatus (in this section referred to as “apparatus”) of the board the Company shall execute such works as the board may reasonably require for diverting altering or supporting such apparatus and if it is reasonably necessary for the board so to do they may substitute steel tubes encased in concrete for any mains or pipes within a distance of ten feet measured horizontally from the outside of any part of any subway tunnel or shaft as afore-said and the Company shall on demand repay to the board the cost reasonably incurred by them in so doing :
- (3) Not less than twenty-eight days before commencing any of the said works in any street road or footway in or under which any apparatus of the board is situate the Company shall deliver to the board plans sections and descriptions of such works describing the proposed manner of executing the same and showing the whole of the works proposed to be executed in connection therewith :
- (4) The board may at any time within twenty-eight days of the receipt of such plans sections and descriptions by notice in writing intimate to the Company their reasonable requirements so far as the said works may affect the board’s apparatus and the board may require the Company.

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to carry out their works in such a manner and of such materials as may be reasonably specified and to support the board's apparatus temporarily or otherwise by cement concrete or other like substance Provided that if the board shall not within the said period of twenty-eight days give such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Company :

- (5) The Company shall not construct the said works except in accordance with the said plans sections and descriptions delivered to the board and shall carry out all works in connection with the board's apparatus as may be reasonably approved by the board or settled by arbitration :
- (6) Not less than twenty-eight days before commencing the construction of any of the said works the Company shall give to the board notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within fourteen days after the receipt of such notice the board shall give notice to the Company of their intention themselves to lay down any substituted apparatus or to execute any other works to or in connection with any apparatus as provided by this section it shall be lawful for the board instead of the Company to lay down such apparatus or execute such works and the cost reasonably incurred by them in so doing shall on demand be repaid to the board by the Company :
- (7) The Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street road or footway in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet or less than the existing covering where such existing covering is less than three feet unless the Company shall in each case protect such apparatus from frost or

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injury by artificial covering to the reasonable satisfaction of the board or more than five feet where the covering now existing does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the Company in either of such last-mentioned cases provide special means of access to the same to the reasonable satisfaction of the board :

- (8) The Company shall not except with the consent of the board (which consent shall not be unreasonably withheld) execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September in any year :
- (9) Where the Company under the powers of this Act stop up temporarily any street or road or part of a street or road in which any apparatus of the board is situate the officers and servants of the board shall have free and uninterrupted access to and along such street or road or part of a street or road for the purpose of enabling them to inspect repair or renew any such apparatus and the Company shall provide all necessary facilities for that purpose :
- (10) The board may where reasonably necessary employ watchmen or inspectors to watch any of the said works to be executed by the Company whereby the board's apparatus will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Company :
- (11) The expenses of all repairs or renewals of the board's apparatus or any works in connection therewith which may at any time be rendered necessary by or in consequence of 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 in the execution of the said works or rendered necessary by reason of any subsidence resulting from the said works whether during the construction of such works or at any time thereafter shall be borne by the Company :

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- (12) In the construction of the said works no use shall be made by the Company of pumping or other like modes of removing water except where reasonably necessary or in the case of emergency or unforeseen accident or for the purpose of removing rain-water or other trifling amounts of water. Provided that the provisions of this subsection shall not apply to the pumping of water from shafts but if water shall be abstracted from any shaft it shall be returned into the adjacent subsoil :
- (13) Any difference which arises between the board and the Company under this section (other than a difference as to the construction or meaning of the said section) shall be referred to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration :
- (14) The provisions of this section shall be in addition to and not in substitution for or derogation of any other provisions of this Act to the benefit of which the board would otherwise have been entitled.

For protection of certain undertakers under Electricity (Supply) Acts.

16. Nothing in this Act shall authorise any alteration in the position of or other interference with any electric lines or other works of the City of London Electric Lighting Company Limited or the Charing Cross Electricity Supply Company Limited except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 and section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 and the provisions of those sections shall apply to such alteration or interference accordingly.

For protection of London Hydraulic Power Company.

17.—(1) Before commencing the subway in or under any street in or under which are situate any mains pipes syphons plugs or other works (in this section referred to as "apparatus") of the London Hydraulic Power Company (in this section referred to as "the protected company") the Company shall from time to time deliver

to the protected company plans and sections and a description of the works proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the protected company at least fourteen days before the commencement of any such work. A.D. 1931.

If it should appear to the protected company that such works will interfere with any of their apparatus or impede the supply of hydraulic power the protected company may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (in this section referred to as "protective works") shall be settled as hereinafter provided and all such protective works shall (save as hereinafter provided) be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if the protected company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any protective works so require the protected company may by their own engineer or workmen do and execute such protective works and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution of such protective works.

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

(3) The protected company may if reasonably necessary so to do employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the protected company will be interfered with during the construction repair or renewal of such works and the

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(4) If any interruption in the supply of hydraulic power by the protected company shall without the written authority of the protected company be in any way occasioned either by reason of the exercise of the powers of this Act 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 the protected company for the use and benefit 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 whichever shall be the less.

(5) The expense of all repairs or renewals of any apparatus of the protected company or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the powers of this Act 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 works or at any time within two years after the completion of the same shall be borne and paid by the Company.

(6) It shall be lawful for the protected company and the engineers workmen and others in their 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 over under or adjoining the subway where there is existing any apparatus of the protected company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing the protected company their engineers or workmen or others in the employ of the protected company shall not interrupt the use of the

subway And provided also that the protected company shall make good and reimburse to the Company all damages to the subway occasioned by the exercise of the powers by this section reserved. A.D. 1931.
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(7) Any difference which shall arise under this section between the Company and the protected company or their respective engineers shall unless otherwise agreed be referred to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

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

18. For the protection of Mansion House Chambers Limited their successors and assigns or other the owners for the time being of the respective estates and interests of Mansion House Chambers Limited in the protected premises as in this section defined or in any part or parts thereof (all of whom are in this section included in the expression "the limited company") the following provisions shall notwithstanding anything in this Act or shown on the deposited plans or sections and unless otherwise agreed in writing between the limited company and the Company apply and have effect (that is to say) :—

For protec-
tion of
Mansion
House
Chambers
Limited.

(1) In this section—

the expression "the protected premises" means the buildings and premises in the city of London known as Mansion House Chambers comprising Numbers 11 13 and 15 Queen Victoria Street Number 13 Sise Lane Number 25 Budge Row Numbers 3 and 4 Barge Yard Number 20 Bucklersbury and Numbers 5 and 6 Barge Yard situate and being on the southern side of or to the south of Queen Victoria Street and includes all vaults yards cellars works properties and

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conveniences belonging to the limited company in connection with such buildings and premises;

the expression "the prescribed distance" means the distance of one hundred lineal feet measured in a horizontal plane from any part of the protected premises or the subsoil thereof and the distance to any depth under the protected premises;

the expression "the signed plan" means the plan and section signed in duplicate by Robert Heath Mew on behalf of the limited company and by George Ellson on behalf of the Company :

- (2) Such portion or portions of the subway as will be situate within the prescribed distance shall be constructed in accordance with the signed plan Provided that the Company may deviate laterally from the lines of the subway as shown on the signed plan but not more than five feet in the direction of the protected premises and may deviate vertically from the levels of the subway as shown on the signed plan so long as the crown of the subway is not more than five feet above the level thereof as shown on the signed plan and subject to the foregoing provisions no works of the Company within the prescribed distance shall be executed otherwise than in accordance with plans and sections to be previously agreed between the limited company and the Company or failing such agreement to be settled by arbitration as in this section provided :
- (3) Except for the purpose of executing any works of underpinning or strengthening in pursuance of the section of this Act of which the marginal note is "Underpinning of houses near subway" the Company shall not under the powers of this Act enter upon take use or interfere with permanently or temporarily any part of the protected premises or the subsoil under any part thereof except such part thereof (if any) as lies under so much of the surface of Queen Victoria Street as comprises the carriageway thereof :

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- (4) The Company shall at all times maintain the portion or portions of the subway within the prescribed distance in substantial repair and good order and condition to the reasonable satisfaction of the limited company :
- (5) The limited company shall at all reasonable times have free access to any works constructed under the powers of this Act within the prescribed distance for the purpose of inspecting those works during such construction and every reasonable facility shall be afforded to them by the Company for that purpose :
- (6) The Company shall notwithstanding any approval of plans and sections which the limited company may have given make full compensation to the limited company their lessees and tenants for any subsidence of or damage to the protected premises which either during the execution of any works by this Act authorised or at any time thereafter may be caused by or in consequence of the execution of the said works of the Company or by or in consequence of the act or default of the Company their contractors agents or servants :
- (7) The Company shall pay to the limited company the reasonable costs and expenses incurred by them—
 - (a) in connection with the inspection of any works of the company in accordance with subsection (5) of this section ;
 - (b) in watching and surveying the protected premises as may be reasonably necessary during the construction of any works by this Act authorised within the prescribed distance :
- (8) Any difference which may arise between the limited company and the Company under this section shall be referred to and settled by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party (after notice in writing to the other) and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

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For protec-
tion of Na-
tional Safe
Deposit and
Trustee
Company
Limited.

19. For the protection of the National Safe Deposit and Trustee Company Limited and their successors and assigns lessees for the time being of the protected premises as in this section defined or any part thereof (all of whom are in this section included in the expression “the deposit company”) the following provisions shall unless otherwise agreed in writing between the Company and the deposit company apply and have effect (that is to say) :—

(1) In this section—

the expression “the protected premises” means the buildings and premises in the city of London situate on the island site bounded by Queen Victoria Street Bucklersbury and Walbrook and includes all safes strong rooms offices cellars and vaults belonging to the deposit company in connection with such buildings and premises ;

the expression “the prescribed distance” means the distance of eighty lineal feet measured in a horizontal plane from any part of the protected premises or the subsoil thereof and the distance to any depth under the protected premises ;

the expression “the signed plan” means the plan and section signed in duplicate by Oscar Faber on behalf of the deposit company and by George Ellson on behalf of the Company :

(2) Except for the purpose of executing any works of underpinning or strengthening in pursuance of the section of this Act of which the marginal note is “Underpinning of houses near subway” the Company shall not under the powers of this Act enter upon take use or interfere with either permanently or temporarily any part of the protected premises or the subsoil under any part thereof :

(3) Such portion of the subway as will be situate within the prescribed distance shall be constructed in accordance with the signed plan Provided that the Company may deviate vertically to an extent of not more than five feet from the levels as shown thereon :

- (4) The Company shall if so required by the deposit company and at the expense of the Company provide to the reasonable satisfaction of the deposit company a covering of asphalt with a thickness of at least one inch and to be applied in two layers with breaking joints along the outside face of the vaults of the deposit company between the points marked " X " and " Y " on the signed plan : A.D. 1931.
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- (5) The Company shall at all times during the execution of the subway maintain reasonably sufficient access both for vehicular and pedestrian traffic to and from the protected premises :
- (6) In constructing the subway the Company shall employ all means which shall be reasonably practicable for minimising noise nuisance and inconvenience to the deposit company :
- (7) Before the Company at any time commence the execution of any works within the prescribed distance they shall give to the deposit company twenty-eight days' previous notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the proposed works and showing the nature of the soil in and through which they are to be constructed :
- (8) The construction of any works within the prescribed distance when commenced shall be proceeded with with all reasonable dispatch and executed to the reasonable satisfaction of the deposit company :
- (9) The Company shall at all times maintain so much of the works as shall be situate within the prescribed distance in good substantial and safe repair and condition and to the reasonable satisfaction of the deposit company or their engineer who may at all reasonable times enter and inspect the same and if and whenever the Company fail so to do the deposit company may make and do in and upon as well the works of the Company as the lands of the deposit company all such works and things as the deposit company or their engineer reasonably

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thinks requisite and the sum from time to time reasonably certified by the deposit company to be the amount of its expenditure in that behalf shall be repaid to the deposit company by the Company :

- (10) The deposit company may from time to time appoint a competent engineer who may from time to time inspect the works within the prescribed distance during the construction thereof and the Company shall give the engineer so appointed all necessary facilities for such inspection and if he shall reasonably be of opinion that the construction of the works or any part thereof or of any other operations of the Company may involve risk of danger or damage or unnecessary noise nuisance or inconvenience to the protected premises or to the deposit company the Company shall forthwith adopt such additional means and precautions as may be reasonably considered necessary by such engineer :
- (11) The Company shall notwithstanding any previous approval or requirement by the deposit company pay to the deposit company full compensation for all damage to or subsidence of the protected premises which may at any time be caused by or in consequence of the execution or failure of the works by this Act authorised :
- (12) The company shall at all times and from time to time indemnify the deposit company against all actions proceedings claims and demands against the deposit company and all losses claims demands and expenses occasioned to or suffered by the deposit company or their sub-lessees or depositors arising out of the carrying out or maintenance by the Company of the works by this Act authorised or otherwise arising out of this Act :
- (13) The fact that any work or thing has been done in accordance with any plan section or specification approved by the engineer of the deposit company or done or omitted in accordance with any requirement of the said engineer or under

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his superintendence shall not excuse the Company from any liability or affect any claim of the deposit company for damage or injury to the protected premises or otherwise :

- (14) The Company shall so construct and maintain any electric circuits in the subway as to prevent any injurious interference by induction or otherwise with the electric or other apparatus or machinery of the deposit company :
- (15) The Company shall pay to the deposit company the reasonable costs and expenses incurred by them—

(a) in connection with the inspection or approval of any works of the Company in accordance with this section ;

(b) in watching surveying and guarding the protected premises and the contents thereof as may be reasonably necessary during the construction or maintenance (involving structural alterations or structural repairs) of any works by this Act authorised :

- (16) Any difference which may arise between the deposit company and the Company under this section (other than any difference arising under subsection (6) or (10) thereof) shall be referred to and settled by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party (after a notice in writing to the other) and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

20. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the lessees shall unless otherwise agreed in writing between the Company and the lessees apply and have effect (that is to say) :—

For protection of
Wheeler's
Trustees.

- (1) In this section unless the subject or context otherwise requires—

“ the signed plan and section ” means the plan and section marked “ A ” signed in duplicate by the Reverend Herbert Dunnico the Chairman of the Committee of the House

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of Commons to whom the Bill for this Act was referred of which one copy has been deposited in the Committee and Private Bill Office of the House of Commons and the other in the Parliament Office of the House of Lords;

“the protected premises” means the property known as Mansion House Buildings in the city of London and includes all buildings cellars vaults works and conveniences forming part thereof or belonging thereto whether above or below ground and the subsoil and under-surface of the same;

“the lessees” means William Randal Hodder and Shirley Forster Tuck trustees of the will of James Wheeler deceased their successors and assigns as lessees of the protected premises;

“the prescribed distance” means the distance of one hundred lineal feet measured in a horizontal plane from any part of the protected premises and includes any distance below the ground level of the protected premises;

“the engineer” means the engineer for the time being appointed by the lessees to act on their behalf:

- (2) The Company shall not make or maintain the subway otherwise than in accordance with the signed plan and section and so far as the same will be or is situate within the prescribed distance to the reasonable satisfaction of the lessees:
- (3) The Company shall not enter upon take or use either permanently or temporarily any part of the protected premises save as by subsection (4) of this section provided and save for the purpose of underpinning in accordance with the provisions of subsection (10) of this section:
- (4) The proviso to subsection (1) of the section of this Act of which the marginal note is “Power to make subway” shall not apply to any part of the subsoil and under-surface forming part

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of the protected premises but the Company may purchase and take and the lessees shall sell and grant so far as their interest in the protected premises extends an easement or right of using so much of the subsoil and under-surface forming part of the protected premises as shall be required for the purpose of constructing maintaining and using the subway subject to and in accordance with the provisions of this section. The provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of user as fully as if the same were lands within the meaning of those Acts except that such easement or right of user shall not be deemed part of a house building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase money or compensation shall be settled by arbitration in manner prescribed by the said Acts as varied by this Act :

- (5) Before commencing to construct the subway the Company shall submit to the lessees details of the mode and method proposed to be adopted in constructing so much of the subway as will be situate within the prescribed distance and thereupon the lessees shall be at liberty to make such requirements with reference to the mode or method of constructing the same as they may consider necessary for the purpose of avoiding as far as practicable any damage to the protected premises or inconvenience or nuisance being caused to the occupiers thereof. Provided that if the Company disagree with any such requirements or dispute their necessity the requirements shall be submitted to arbitration under this section and the subway shall be constructed in accordance with such requirements as may be made by the lessees or (as the case may be) settled by the arbitrator. Provided also that if the lessees shall not within twenty-eight days after the submission to them of the details of the mode and method proposed to be adopted in constructing the said part of the subway intimate in writing to the Company

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their requirements with reference thereto the lessees shall be deemed to have approved the details :

- (6) Without prejudice to the foregoing provisions of this section the Company shall in constructing the subway employ all means (including in particular the use of electrically driven plant of the most modern character) which shall be reasonably practicable for minimising noise and interference with the user of the protected premises or any part thereof and nuisance and inconvenience to the occupiers of the protected premises or any part thereof :
- (7) When commenced the construction of the subway shall so far as reasonably practicable be proceeded with without cessation and with the utmost dispatch consistent with the safety of the works and of the premises affected thereby :
- (8) Except in case of emergency or unforeseen necessity the Company shall not while constructing the subway extract any water from the subsoil or under-surface of the protected premises or the lands immediately adjoining the protected premises or discharge the same by means of pumping :
- (9) The lessees and any person duly authorised by them shall at all reasonable times have free access to any works constructed under the section of this Act of which the marginal note is " Power to make subway " for the purpose of inspecting those works and every reasonable facility shall be afforded to them by the Company for that purpose :
- (10) The Company shall not underpin or strengthen any part of the protected premises unless the engineer or (in the event of difference between the engineer and the Company's engineer) an arbitrator to be appointed as hereinafter provided shall consider underpinning or strengthening necessary in which event it shall be carried out under the supervision of the engineer at the Company's cost and risk and the section

of this Act of which the marginal note is A.D. 1931.
“Underpinning of houses near subway” shall
not extend or apply to the protected premises :
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- (11) The Company shall not under the powers of this Act unreasonably obstruct the access to or egress from the protected premises or any part thereof :
- (12) If by or in consequence of the construction of the subway any part of the protected premises are injured or damaged the Company shall forthwith make good such injury or damage to the reasonable satisfaction of the lessees and if they fail so to do the lessees may make good such injury or damage and recover from the Company all costs properly incurred by them :
- (13) The reasonable expenses of the lessees of and in relation to any such approval of the mode and method of construction or any such inspection or supervision by them or the engineer as is referred to in this section shall be paid by the Company :
- (14) The fact that any work or thing has been done or executed in accordance with the signed plan and section or with any details submitted to the lessees or with any requirements of the lessees or under the supervision of the engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the lessees or to the protected premises :
- (15) Any question or difference which may arise between the Company and the lessees or their respective engineers as to any matter under or arising out of the foregoing provisions of this section (other than any disputed question of compensation which it is provided by this Act shall be determined by arbitration under the Lands Clauses Acts as varied by this Act) shall be referred to and determined by an engineer to be appointed upon the application of the Company or the lessees (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as

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aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination :

- (16) In addition to the provisions of the Acts incorporated with this Act with respect to compensation for lands taken or injuriously affected the Company shall make compensation to the lessees if the protected premises shall be injuriously affected by reason of the working of the subway (including the working of lifts escalators and any other works in connection with the subway) notwithstanding that no part of the property of the lessees is taken by the Company Provided that all claims for compensation under this subsection shall be made within two years from the date of the opening of the subway and shall be settled by a single arbitrator under and subject to the provisions of the Arbitration Act 1889 save that where the parties do not concur in the appointment of an arbitrator the Minister of Transport shall have the powers of the court or a judge under section 5 of the said Act :
- (17) The provisions of this section shall be in addition to and not in substitution for or derogation of any other provisions of this Act to the benefit of which the lessees would otherwise have been entitled.

For protec-
tion of
Mappin
and Webb
Limited.

21. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the under-lessees shall unless otherwise agreed in writing between the Company and the under-lessees apply and have effect (that is to say) :—

- (1) In this section unless the subject or context otherwise requires—

“ the signed plan and section ” means the plan and section marked “A” signed in duplicate by the Reverend Herbert Dunnico the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which one copy has been deposited

in the Committee and Private Bill Office of the House of Commons and the other in the Parliament Office in the House of Lords;

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“ the protected premises ” means the property known as Nos. 2 and 4 Queen Victoria Street (forming part of Mansion House Buildings) in the city of London and includes all buildings cellars vaults works and conveniences forming part thereof or belonging thereto whether above or below ground and the subsoil and under-surface of the same;

“ the under-lessees ” means Mappin and Webb Limited their successors and assigns as under-lessees of the protected premises;

“ the prescribed distance ” means the distance of one hundred lineal feet measured in a horizontal plane from any part of the protected premises and includes any distance below the ground level of the protected premises;

“ the engineer ” means the engineer for the time being appointed by the under-lessees to act on their behalf:

- (2) The Company shall not make or maintain the subway otherwise than in accordance with the signed plan and section and so far as the same will be or is situate within the prescribed distance to the reasonable satisfaction of the under-lessees:
- (3) The Company shall not enter upon take or use either permanently or temporarily any part of the protected premises save as by subsection (4) of this section provided and save for the purpose of underpinning in accordance with the provisions of subsection (10) of this section:
- (4) The proviso to subsection (1) of the section of this Act of which the marginal note is “ Power to make subway ” shall not apply to any part of the subsoil and under-surface forming part of the protected premises but the Company may purchase and take and the under-lessees shall sell and grant so far as their interest in the

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protected premises extends an easement or right of using so much of the subsoil and under-surface forming part of the protected premises as shall be required for the purpose of constructing maintaining and using the subway subject to and in accordance with the provisions of this section. The provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of user as fully as if the same were lands within the meaning of those Acts except that such easement or right of user shall not be deemed part of a house building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase money or compensation shall be settled by arbitration in manner prescribed by the said Acts as varied by this Act :

- (5) Before commencing to construct the subway the Company shall submit to the under-lessees details of the mode and method proposed to be adopted in constructing so much of the subway as will be situate within the prescribed distance and thereupon the under-lessees shall be at liberty to make such requirements with reference to the mode or method of constructing the same as they may consider necessary for the purpose of avoiding as far as practicable any damage to the protected premises or inconvenience or nuisance being caused to the occupiers thereof. Provided that if the Company disagree with any such requirements or dispute their necessity the requirements shall be submitted to arbitration under this section and the subway shall be constructed in accordance with such requirements as may be made by the under-lessees or (as the case may be) settled by the arbitrator. Provided also that if the under-lessees shall not within twenty-eight days after the submission to them of the details of the mode and method proposed to be adopted in constructing the said part of the subway intimate in writing to the Company their requirements with reference thereto the under-lessees shall be deemed to have approved the details :

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- (6) Without prejudice to the foregoing provisions of this section the Company shall in constructing the subway employ all means (including in particular the use of electrically driven plant of the most modern character) which shall be reasonably practicable for minimising noise and interference with the user of the protected premises or any part thereof and nuisance and inconvenience to the occupiers of the protected premises or any part thereof :
- (7) When commenced the construction of the subway shall so far as reasonably practicable be proceeded with without cessation and with the utmost dispatch consistent with the safety of the works and of the premises affected thereby :
- (8) Except in case of emergency or unforeseen necessity the Company shall not while constructing the subway extract any water from the subsoil or under-surface of the protected premises or the lands immediately adjoining the protected premises or discharge the same by means of pumping :
- (9) The under-lessees and any person duly authorised by them shall at all reasonable times have free access to any works constructed under the section of this Act of which the marginal note is "Power to make subway" for the purpose of inspecting those works and every reasonable facility shall be afforded to them by the Company for that purpose :
- (10) The Company shall not underpin or strengthen any part of the protected premises unless the engineer or (in the event of difference between the engineer and the Company's engineer) an arbitrator to be appointed as hereinafter provided shall consider underpinning or strengthening necessary in which event it shall be carried out under the supervision of the engineer at the Company's cost and risk and the section of this Act of which the marginal note is "Underpinning of houses near subway" shall not extend or apply to the protected premises :
- (11) The Company shall not under the powers of this Act unreasonably obstruct the access to or egress from the protected premises or any part thereof :

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- (12) If by or in consequence of the construction of the subway any part of the protected premises are injured or damaged the Company shall forthwith make good such injury or damage to the reasonable satisfaction of the under-lessees and if they fail so to do the under-lessees may make good such injury or damage and recover from the Company all costs properly incurred by them :
- (13) The reasonable expenses of the under-lessees of and in relation to any such approval of the mode and method of construction or any such inspection or supervision by them or the engineer as is referred to in this section shall be paid by the Company :
- (14) The fact that any work or thing has been done or executed in accordance with the signed plan and section or with any details submitted to the under-lessees or with any requirements of the under-lessees or under the supervision of the engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the under-lessees or to the protected premises :
- (15) Any question or difference which may arise between the Company and the under-lessees or their respective engineers as to any matter under or arising out of the foregoing provisions of this section (other than any disputed question of compensation which it is provided by this Act shall be determined by arbitration under the Lands Clauses Acts as varied by this Act) shall be referred to and determined by an engineer to be appointed upon the application of the Company or the under-lessees (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination :
- (16) In addition to the provisions of the Acts incorporated with this Act with respect to compensation for lands taken or injuriously

affected the Company shall make compensation to the under-lessees if the protected premises shall be injuriously affected by reason of the working of the subway (including the working of lifts escalators and any other works in connection with the subway) notwithstanding that no part of the property of the under-lessees is taken by the Company Provided that all claims for compensation under this subsection shall be made within two years from the date of the opening of the subway and shall be settled by a single arbitrator under and subject to the provisions of the Arbitration Act 1889 save that where the parties do not concur in the appointment of an arbitrator the Minister of Transport shall have the powers of the court or a judge under section 5 of the said Act :

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- (17) The provisions of this section shall be in addition to and not in substitution for or derogation of any other provisions of this Act to the benefit of which the under-lessees would otherwise have been entitled.

22. Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels as shown) the works hereinafter described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use the lands delineated upon the deposited plans and described in the deposited book of reference relating thereto (that is to say) :—

Power to
make
further
works &c.

In the county of East Sussex—

A widening on the west side thereof in the parish of Balcombe in the rural district of Cuckfield of the bridge at the northern end of Balcombe station carrying the London and Brighton railway over the road leading from Balcombe to Brook Cottage.

In the county of Surrey—

The Company may stop up and discontinue in the urban district of Merton and Morden so much

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—

of the footpath crossing the Croydon and Wimbledon railway on the level at a point 200 yards south-east of Merton Park station as extends between the boundaries of that railway;

The Company may stop up and discontinue in the urban district of Merton and Morden so much as extends between the boundary fences of the Company's property of the footpath leading from Morden Road to Phipps Bridge Road and crossing the Croydon and Wimbledon railway on the level at a point 450 yards south-east of Morden halt and may substitute a footbridge therefor;

The Company may stop up and discontinue in the borough of Reigate so much of the footpath crossing the railway from Merstham to Redhill on the level at a point 250 yards north of the bridge carrying that railway over Wiggie Lane as extends between the western boundary thereof and a point 110 yards measured in an easterly direction from the eastern boundary thereof and may substitute a new footpath between such last-mentioned point and a point in the road known as Holmethorpe 15 yards east of the said railway;

The Company may stop up and discontinue in the parish of Horley in the rural district of Reigate so much of the footpath crossing the London and Brighton Railway on the level at the north end of Salfords halt as extends between the eastern boundary of the Company's property and the approach road to their goods yard and may substitute therefor a new footpath along such eastern boundary to the footpath leading to the existing footbridge and a new footpath and footbridge from the said approach road to the west end of the existing footbridge;

The Company may stop up and discontinue in the parish of Witley in the rural district of Hambledon the footpath crossing the Company's goods yard and railway at Milford station and leading from Station Lane to Summers Lane.

In the county of Southampton—

The Company may stop up and discontinue in the county borough of Southampton so much of

- the footpath leading from Avenue Road to Station Road Sholing as extends for a distance of 100 yards measured in a north-westerly direction from such last-mentioned road. A.D. 1931.
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23. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions for the protection of the county council of East Sussex (in this section referred to as "the county council") shall unless otherwise agreed in writing between the county council and the Company apply and have effect (that is to say) :—

For protec-
tion of East
Sussex
County
Council.

- (1) The Company shall not enter upon take or use the road numbered on the deposited plans 1 in the parish of Balcombe but nothing in this subsection shall prevent the Company from constructing over the said road in accordance with the provisions of this Act the bridge widening at Balcombe by this Act authorised together with all works and conveniences connected therewith (in this section referred to as "the widening") or from temporarily interfering with the surface of the said road as may be reasonably necessary for the purpose of such construction :
- (2) The Company shall not commence the execution of the widening until they shall have given to the county council twenty-one days' notice in writing of their intention so to do (which notice shall be accompanied by plans elevations and sections of the widening) or until the county council or an arbitrator appointed in pursuance of this section shall have signified their or his approval of the same Provided that if the county council fail to signify their disapproval or other requirement within twenty-one days after service of the notice they shall be deemed to have approved of the said plans elevations and sections :
- (3) The Company shall comply with and conform to all reasonable requirements of the county council in the execution of the widening and shall save harmless the county council against all and every expense to be occasioned thereby and the widening shall be executed to the reasonable

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satisfaction of the surveyor to the county council at the costs charges and expenses of the Company and all costs charges and expenses (other than remuneration for work done in the ordinary course of their employment by salaried officers of the county council) which the county council may reasonably incur in connection with the execution of the widening shall be paid to the county council by the Company :

- (4) The bridge carrying the widening shall be a flat girder bridge not less in height than sixteen feet ten inches measured from the existing surface of the roadway to the underside of the girders :
- (5) The walls or abutments of the said bridge shall be constructed as a continuation of and in alignment with the abutments of the existing bridge of the Company and shall be constructed of such material as shall be reasonably approved by the county council :
- (6) The parapet of the said bridge shall be constructed and maintained at a height of not less than five feet above the level of the nearest rail of the Company :
- (7) The Company shall at their own expense and to the reasonable satisfaction of the county council properly guard and light any part of the widening during the execution thereof so far as the same is accessible from the roadway adjoining or passing under the same :
- (8) The Company shall not fix or exhibit or permit to be fixed or exhibited upon the widening within view of any part of the road which passes thereunder any placard or advertisement except placards or advertisements giving information to the public as to the business of the Company and if any such placard or advertisement (other than as aforesaid) be so fixed or exhibited the county council may cause the same to be removed :
- (9) The bridge shall when constructed be maintained by and at the expense of the Company to the reasonable satisfaction of the county council and so as to prevent (so far as practicable) the dripping of water therefrom :

(10) In constructing and maintaining the widening the Company shall not unreasonably interfere with or impede the traffic passing along the road thereunder : A.D. 1931.
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(11) All expenses reasonably incurred by the county council for the purpose of watching or superintending the execution or maintenance of the widening or otherwise under this section shall be borne by the Company and shall be repaid by them on demand to the county council :

(12) Any difference which may arise between the county council and the Company under this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

24. For the protection of the mayor aldermen and burgesses of the borough of Reigate (in this section referred to as " the corporation ") the following provisions shall unless otherwise agreed between the Company and the corporation apply and have effect (that is to say) :— For protec-
tion of Reigate Corpo-
ration.

(1) The new footpath to be substituted for the existing footpath in the borough of Reigate authorised to be stopped up and discontinued under the provisions of the section of this Act of which the marginal note is " Power to make further works. &c." shall be constructed and maintained of a width of not less than six feet :

(2) The Company shall reinstate the existing field gate giving access to the land and allotment gardens numbered on the deposited plans 1 in the borough of Reigate and shall erect an adequate fence on the western side of the footpath to prevent trespass on the allotment gardens :

(3) The said new footpath and works shall be constructed to the reasonable satisfaction of the corporation.

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Power to
deviate in
construction
of works.

25. In constructing the works by this Act authorised the Company may subject to the provisions of this Act deviate laterally from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the subway shown on the deposited sections thereof to such extent as may be found necessary or convenient and may deviate from the levels of the other works shown on the deposited sections thereof to any extent not exceeding five feet upwards or downwards.

Power to
lay electric
cables and
acquire
easements.

26.—(1) The Company may in the county borough of Croydon lay down maintain renew repair inspect test use and work electric cables mains and other works and apparatus in under and across the lands following delineated on the deposited plans and described in the deposited book of reference (that is to say):—

Certain lands extending from a point in Stubbs Mead 80 yards south-east of the northern termination of the siding in the Croydon Corporation Electricity Works in a southerly direction across Stubbs Mead thence in a westerly and southerly direction across Wandle Park to the river Wandle thence in a south-easterly direction across that river and the said park to the Croydon and Wimbledon railway thence across that railway to the north end of Vicarage Road thence along that road and across Kemble Road the gardens between that road and Waddon Road Waddon Road and Benson Road thence in a south-easterly direction across the premises known as No. 6 Bridge Parade Waddon Road and the Croydon and Epsom railway to Epsom Road thence along Epsom Road Duppas Road Duppas Hill Road Hillside Road Denning Avenue Warham Road Nottingham Road Brighton Road Bartlet Street Selsdon Road and Croham Road and thence to a point in the property of the Company adjoining Croham Road and the east side of the London and Brighton Railway at South Croydon station.

(2) The Company may enter upon take use and appropriate for the purposes of this section all or any of

the said lands which do not form part of a public street or road but notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith the Company shall not purchase or take the same or any part of the surface thereof but they may purchase and take and the owners of and other persons interested therein shall sell such easements and rights in under and across the same as the Company may require for the purposes of this section. The Company may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845.

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(3) The Company may for the purposes of this section enter upon break up and otherwise interfere with the said streets and roads without acquiring any easement therein or thereunder but subject to the provisions of sections 11 13 14 15 16 17 18 and 20 of the schedule to the Electric Lighting Clauses Act 1899 and the said sections shall apply in relation to the exercise of the powers of this section as if the Company were the Undertakers and this Act were the Special Order :

Provided that all the provisions for the protection of the Postmaster-General and his telegraphic lines which are contained in the Electricity (Supply) Acts 1882 to 1928 and in the schedule to the said Act of 1899 shall so far as applicable extend and apply to any works and apparatus laid down used or worked under this section.

(4) All cables mains works or apparatus authorised to be laid down or renewed by this section shall be laid down or renewed so that no part of such cables mains works or apparatus shall be level with or project above the surface of the ground except that any inspection chamber or draw-through pits may be constructed in accordance with the provisions of this section.

(5) Any inspection chamber street box draw-through pit or similar structure constructed or renewed in any street or road under the powers conferred by this section

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(6) All works shall be so executed by the Company as not to stop or so far as reasonably practicable impede or interfere with the traffic on any street or road or along any footpath and the Company shall not break up at any one time a greater consecutive length than one hundred and fifty yards of any street or road and if the Company interfere with the use of any street or road at more than one place simultaneously a distance of at least one hundred yards shall intervene between any two such places.

(7) Any electric cables mains and other works and apparatus already constructed or laid by the Company in any of the lands in this section referred to shall be deemed to have been constructed or laid under the powers conferred by this section.

As to works
within
Metropol-
itan Police
District.

27. Seven days before entering upon breaking up or otherwise interfering with any street or road in connection with the construction of any works under the powers of this Act within the area of the metropolitan police district the Company shall give notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said Commissioner of Police as may be reasonably necessary so as to cause as little interference with the traffic in such street or road during the construction of such works as may be reasonably practicable.

For protec-
tion of
Croydon
Corporation.

28. Notwithstanding anything contained in this Act or shown upon the deposited plans or sections the following provisions for the protection of the mayor aldermen and burgesses of the borough of Croydon (in this section referred to as "the corporation" and "the borough" respectively) shall in addition to any other provisions enuring for the protection of the corporation and unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

(1) Any electric cables mains and other works and apparatus laid down under the powers of the section of this Act of which the marginal note

is "Power to lay electric cables and acquire easements" in any street road or land belonging to or under the control and management of the corporation (all of which are in this section referred to as "the works of the Company") shall subject to the provisions of this section be laid down in such line or route and in a trench of such dimensions and in such position as may be agreed between the Company and the corporation or failing agreement determined by arbitration as hereinafter provided :

- (2) Where the works of the Company are to be laid down across any such land or under the roadway of any such street or road the same shall be laid down and maintained so that the upper surface of any part of such works or the protective covering thereof is not less than three feet below the existing surface of the ground or of the street or road (as the case may be) and where the works of the Company are laid down under the footway of any such street or road the same shall be laid down and maintained so that the upper surface of such works or the protective covering thereof is not less than two feet six inches below the existing surface of such footway :

- (3) The works of the Company in the roads mentioned in the first column of the following table shall be laid down in under and along the sides of such roads respectively which are mentioned in the second column of the said table (that is to say) :—

Epsom Road	North-westerly side.
Selsdon Road	North-easterly side.
Croham Road	Southerly side.

- (4) The Company shall not execute or commence to execute the works of the Company until they shall have given to the corporation twenty-one days' notice in writing of their intention so to do by leaving such notice at the office of the town clerk of the borough with plans and sections and other necessary particulars of such works or until the corporation or arbitrator

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appointed in pursuance of this section shall have signified their or his approval of the same. Provided that if the corporation fail to signify their disapproval or other requirement within twenty-one days after service of the notice and delivery of the said plans sections and other particulars as aforesaid they shall be deemed to have approved thereof :

- (5) The Company shall comply with and conform to all reasonable requirements of the corporation in the execution of the works of the Company and shall save harmless the corporation against all and every expense to be occasioned thereby and such works of the Company shall be executed to the reasonable satisfaction of the engineer of the corporation at the cost charges and expenses in all respects of the Company and all costs charges and expenses (other than remuneration for work done in the ordinary course of their employment by salaried officers of the corporation) which the corporation may reasonably incur in connection with the execution of the works of the Company shall be paid to the corporation by the Company :
- (6) If any work in connection with the works of the Company passes over under or by the side of or interferes with or endangers any sewers drains culverts water mains electric cables or works under the jurisdiction or control of the corporation or in any way affects the existing sewerage drainage electric or water supply of the borough the Company shall make such provision as the corporation may reasonably require for the immediate protection of and for preventing injury or impediment to the said sewers drains culverts water mains electric cables and works by reason of the works of the Company and shall save harmless the corporation against all and every expense to be occasioned thereby and the works of the Company shall be executed under the superintendence (if given after reasonable notice) and to the reasonable satisfaction of the engineer of the corporation but at the cost charges and expenses in all respects of the Company

and all costs charges and expenses (other than remuneration for work done in the ordinary course of their employment by salaried officers of the corporation) which the corporation may reasonably incur in pursuance of this subsection shall be paid to the corporation by the Company :

- (7) Sections 15 and 19 of the Telegraph Act 1863 shall extend and apply for the protection of the corporation in relation to the works of the Company as if the same were with the necessary modifications set out in this Act :
- (8) The corporation shall not be liable for or in respect of any damage or injury done to the works of the Company by reason of such works being laid at a depth below the surface of any street or road which is insufficient for the protection of such works from injury arising from the reasonable use by the corporation of any steam or other roller not exceeding fifteen tons in weight for the repair of such street or road or of any traction engine not exceeding the weight aforesaid :
- (9) The works of the Company shall not be used for supplying electricity within the borough except to and for the purposes of the railway undertaking of the Company :
- (10) If the Company shall by agreement with the Central Electricity Board and with the consent of the corporation lay down any electric cables mains or other works and apparatus under the powers of the section of this Act of which the marginal note is " Power to lay electric cables and acquire easements " in any trench or in any part of any trench in which the Central Electricity Board shall have laid down any of their mains or cables and the Central Electricity Board shall at any time in connection with any street improvement be required by the corporation to remove their cables to another position on any part of the said route the Company will if so required by the corporation and at the Company's expense remove their cables to the said position :

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(11) Any question which shall arise between the Company and the corporation under the provisions of this section shall be referred to and determined by a single arbitrator to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

Power to
acquire
lands.

29. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited book of reference relating thereto and in connection therewith the Company may exercise the power hereinafter mentioned (that is to say) :—

In the county of Kent—

Lands in the urban district of Tonbridge on the east side of and adjoining the London and Dover Railway and extending between points respectively 60 yards north and 20 yards south of the Barden Road footbridge over that railway and in connection therewith they may alter the said footbridge and extend the same in an easterly direction.

In the county of East Sussex—

Lands in the parish of Balcombe in the rural district of Cuckfield on the north-east side of and adjoining the London and Brighton Railway and extending between points respectively 10 yards and 300 yards south-east of the accommodation bridge over that railway known as Furland Bridge.

Period for
compulsory
purchase of
lands.

30. The powers granted by this Act for the compulsory purchase of lands shall cease on the first day of October one thousand nine hundred and thirty-four.

Stopping up
footpaths
without
providing
substitute.

31. Where this Act authorises the stopping up of a footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company

without the consent of the owners lessees and occupiers of the houses and lands abutting on both sides thereof and from and after such stopping up all rights of way over or along the footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the footpath or portion thereof so stopped up :

A.D. 1931.
—

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

32. Where this Act authorises the diversion of a footpath or the making of a new footpath and the stopping up of an existing footpath or portion thereof such stopping up shall not take place until such new footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use.

Stopping up
roads and
footpaths in
case of
diversion.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing footpaths or portions authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the footpath or portion thereof stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any

A.D. 1931. — private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Provision as to repair of roads and footpaths.

33. Any footpath or portion of footpath made diverted or altered under the authority of this Act (except the structure carrying any such footpath over any railway of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain footpaths of the same nature and in the same parish district or borough as the footpath or portion of footpath in question.

As to private rights of way over lands acquired.

34. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Owners may be required to sell parts only of certain properties.

35. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto. Therefore the following provisions shall have effect :—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term “the owner” and the said properties are in this section referred to as “the scheduled properties” :

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the

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owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :

- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit :

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845 :

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

36. With respect to the properties shown on the deposited plans which are described or referred to in the Second Schedule to this Act notwithstanding anything contained in this Act or the said plans the Company shall not be required to purchase or take the same or any part of the surface thereof but the Company may purchase and take and the owners of and other persons interested in any such property shall sell an easement or right of using the subsoil and under-surface thereof for the purposes of the subway and the provisions of the Lands Clauses Acts with respect to lands shall (subject to the provisions of this Act) extend and apply to such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase-money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts as varied by this Act.

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

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

Power to certain owners to grant easements.

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

Provision as to cellars under streets not referenced.

39. The Company and their surveyors officers contractors and workmen may at all reasonable hours in the daytime upon giving in writing for the first time twenty-four hours' and afterwards twelve hours' previous notice enter upon and into the lands and premises by this Act authorised to be taken and used by them for

Power to enter upon property for survey and valuation.

A.D. 1931. — the purpose of surveying and valuing the said lands and premises without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and premises.

Costs of
arbitration
in certain
cases.

40.—(1) The tribunal to whom any question of disputed purchase-money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this subsection shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this subsection.

(2) Section 34 of the Lands Clauses Consolidation Act 1845 for the purposes of its application to this Act shall be read and have effect subject to the following proviso in all cases in which notice of the effect of such proviso accompanies any offer of purchase-money and compensation made by the promoters (namely) :—

Provided that in the event of a party to whom a sum shall have been offered by the promoters at

least ten days before the commencement of the hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator.

A.D. 1931.

41. In settling any question of disputed purchase-money or compensation for lands acquired by the Company under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and thirty if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by the Company of such lands.

Compensation in case of recently altered buildings.

42.—(1) Nothing contained in the Increase of Rent and Mortgage Interest (Restrictions) Act 1920 or the enactments amending or extending that Act shall prevent the Company from obtaining possession of any lands houses or property delineated on the deposited plans which are vested in or which may under the powers of this Act be acquired by the Company and the possession of which is required by them for the purpose of exercising their powers under this Act.

Increase of Rent and Mortgage Interest (Restrictions) Acts not to apply.

(2) The Company shall pay to the tenant or occupier of every dwelling-house to which the Increase of Rent and Mortgage Interest (Restrictions) Act 1920 or the enactments amending or extending that Act would have applied but for subsection (1) of this section who is dispossessed under the provisions of this Act such

A.D. 1931. — reasonable allowance on account of his expenses incident to removing from such dwelling-house as shall failing agreement between the tenant or occupier and the Company be determined on the application of either party by a court of summary jurisdiction whose decision shall be final.

Power to make agreements with road authorities.

43. The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be altered or stopped up or interfered with in reference to the construction or contribution towards the costs of such alteration or of any new road street footpath or highway to be substituted therefor and in reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing and maintaining all or any of such alterations or new roads streets footpaths or highways in which they may be interested including the structure of any bridge over or under any railway and any expenses incurred by a local authority under and for any of the purposes of this section shall be deemed to be expenses incurred in the execution and under and for the purposes of the Public Health Act 1875 and any expenses incurred by a county council under this section for a purpose to which capital is properly applicable shall be deemed to be and be defrayed as expenses incurred by the county council in exercise of their powers as a highway authority and the enactments relating to such expenses including the provisions thereof as to borrowing shall apply accordingly.

Confirmation of purchase of lands.

44.—(1) The Company may hold use and appropriate for the purposes of their undertaking (including garages workshops and other purposes of road transport traffic) the following lands and premises which have already been acquired by them and the purchase or acquisition thereof is hereby sanctioned and confirmed (that is to say):—

In the county of London—

Lands and premises in the metropolitan borough of Deptford (*a*) on the south side of and adjoining the Deptford Wharf branch railway and situate between that railway and Grove Street and

Windmill Lane and (b) known as Nos. 1 to 4 (inclusive) 21 22 23 29 and 30 Sayes Street Nos. 253 and 255 Grove Street and No. 103 Windmill Lane; A.D. 1931.
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Lands in the metropolitan borough of Lewisham situate between Southend Lane and the Company's approach road on the east side of Beckenham Hill station.

In the county of Middlesex—

Lands in the borough of Twickenham on both sides of and adjoining the Windsor railway east of Percy Road and forming the site of Whitton station;

Lands in the parish of Ashford in the rural district of Feltham on the north side of and adjoining the Windsor railway west of Clock House Bridge.

In the county of Surrey—

Lands in the urban district of The Maldens and Coombe on the north-east side of and adjoining the Kingston railway west of the Company's Maldens goods yard;

Lands in the parish of Ewell in the rural district of Epsom situate between the Epsom Downs branch railway and Ruden Way.

In the county of Kent—

Lands in the parish of Shoreham in the rural district of Sevenoaks and the parish of Eynsford in the rural district of Dartford on the east side of and adjoining the Sevenoaks Maidstone and Ashford railway and forming part of the enclosures numbered 233 and 318 on the 1/2500 Ordnance map (Kent sheet XVII. 14 edition of 1909);

Lands in the parish of Swalecliffe in the rural district of Blean on both sides of and adjoining the Kent Coast railway east of the road leading from Chestfield to Swalecliffe and including the site of Chestfield and Swalecliffe station.

In the county of East Sussex—

Lands in the parish of Ardingly in the rural district of Cuckfield on the north side of and adjoining Ardingly station;

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Lands in the parish of Plumpton in the rural district of Chailey on both sides of and adjoining the Keymer branch railway west of Plumpton station.

In the county of West Sussex—

Lands in the parish of Eastergate in the rural district of Westhampnett on the south side of and adjoining Barnham Junction station;

Lands in the parish of Barnham in the rural district of Westhampnett on the west side of and adjoining the road known as The Street and situate on the south-west side of the premises known as “Fir Croft.”

In the county of Southampton—

Lands in the parish of Chandlers Ford in the rural district of Hursley on the south-west side of and adjoining Chandlers Ford station.

In the county of Dorset—

Lands in the borough of Poole situate on the east side of and adjoining the railway from Wimborne to Poole and situate between that railway and Tatnam allotments.

(2) The provisions of the London Building Act 1930 or any Act amending or extending the same and any bye-laws and regulations in force thereunder shall (subject to any special exemptions in favour of railway companies therein contained) apply to the erection or making by the Company of any building or structure or any additions to or alterations of existing buildings or structures on such of the lands referred to in this section as are situate in the administrative county of London.

(3) Except as in this Act expressly provided it shall not be lawful for the Company without the consent of the London County Council to encroach upon any part of the surface of any street or footway in the said county or to erect or bring forward any building or structure beyond the general line of buildings in any street or part of a street or place being a highway or row of houses abutting on a highway.

As to advertisements in county of London.

45. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the lands in the administrative county of London (in this section referred to as “the county”) the purchase or acquisition whereof

is sanctioned and confirmed by this Act or upon any building hoarding structure or erection thereon within view of any public street or open space in the county any placards or advertisements except such as have been approved in writing by the London County Council and if any such placard or advertisement is affixed or exhibited without such approval the said council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting advertisements or placards giving information to the public as to the business of the Company.

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46.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (a) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

As to private street expenses in certain cases.

(2) The expenses incurred by any urban authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban authority by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban authority.

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban authority the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

(5) This section shall not apply to any street existing at the passing of this Act.

A.D. 1931.

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Extension
of time for
completion
of railways.

47. The period now limited by the Southern Railway Act 1926 for the completion of railways (No. 10) and (No. 13) by that Act authorised is hereby extended until the first day of October one thousand nine hundred and thirty-six and the said Act of 1926 shall be read and construed as if the period limited by this section for the completion of the said railways had been the period limited by the said Act for the completion thereof.

Application
of certain
sections of
Act of 1924.

48. The provisions of section 63 of the Southern Railway Act 1924 (which authorises the leasing &c. of lands and premises purchased or acquired by the Company and others prior to the passing or under the powers of that Act) and of section 91 of the said Act (which authorises the building &c. on and over lands acquired or held by the Company and others under the powers of that Act or any previous Act) shall extend and apply to any lands or premises acquired or held or which may hereafter be acquired or held by the Company under or in pursuance of the powers of this Act.

Application
of funds.

49. The Company may appropriate and apply to all or any of the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

Recovery of
demands.

50. Proceedings for the recovery of any demand 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 any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Provision as
to general
Railway
Acts.

51. Nothing in this Act contained shall exempt the Company or their railways from the provision of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

52. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands without the consent in writing of those commissioners on behalf of His Majesty first had and obtained for that purpose.

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Crown
rights.

53. 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

[Ch. xlv.] *Southern Railway* [21 & 22 GEO. 5.]
Act, 1931.

A.D. 1931.

The SCHEDULES referred to in the
foregoing Act.

FIRST SCHEDULE.

PROPERTIES WHEREOF PORTIONS ONLY MAY BE
TAKEN COMPULSORILY.

Work or lands.	Area.	Nos. on deposited plans.
Subway at City Station -	City of London -	3 to 54 inclusive.
Lands at Croydon -	County borough of Croydon.	8.
Lands at Tonbridge -	Urban district of Tonbridge.	1 to 6 inclusive.

SECOND SCHEDULE.

PROPERTIES UNDER WHICH EASEMENTS MAY BE TAKEN
COMPULSORILY.

Area.	Nos. on deposited plans.
City of London.	3 to 54 inclusive.

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