



ANNO TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. viii.

An Act to authorize the Construction of a Subway under the *Thames* from *Tower Hill* to the opposite Side of the River. [29th *May* 1868.]

WHEREAS the making and maintaining a Subway under the River *Thames* from *Tower Hill* to the opposite Side of the River would be attended with public Advantage, and the Persons herein-after named, with others, are willing at their own Expense to construct the said Subway: And whereas Plans and Sections showing the Lines and Levels of the Subway, and the Lands which may be taken for the Purposes thereof, together with Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited for public Inspection with the respective Clerks of the Peace for the Counties of *Middlesex* and *Surrey*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present
[*Local.*] S Parliament

The Tower Subway Act, 1868.

Parliament assembled, and by the Authority of the same, as follows :

Short Title. 1. This Act may be cited for all Purposes as "The *Tower Subway Act, 1868.*"

8 & 9 Vict. cc. 16. & 18. 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated. 2. "The Companies Clauses Consolidation Act, 1845;" Parts I. and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective Meanings, unless there be something in the Subject or Context repugnant to or inconsistent with such Construction; the Expression "the Company" means the Company incorporated by this Act; the Expression "the Subway" means the Subway and Works connected therewith by this Act authorized; the Expression "Superior Court," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

4. Robert Richardson, Francis Hewson, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, or Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Subway, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "The *Tower Subway Company,*" and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, acquire, hold, and dispose of Lands and other Property for the Purposes of this Act.

Power to make Subway.

5. Subject to the Provisions of this Act, the Company may make and maintain the Subway in the Line, and within the Limits of Deviation, and according to the Levels shown on the deposited Plans and Sections, with all proper Works and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the deposited Plans, and described in the deposited Books of Reference, as may be required for that Purpose; the Subway herein-before referred to and authorized by this Act will commence in the Liberty and Precincts of the *Tower,* at or near the South-western Corner of *Tower Hill,* pass thence under the Bed of the

The Tower Subway Act, 1868:

the River *Thames*, and terminate in *Vine Street, Southwark*, near the *Vine Public House*.

6. The Capital of the Company shall be Twelve thousand Pounds, divided into One thousand two hundred Shares of Ten Pounds each.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at the least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

9. The Company may from Time to Time borrow on Mortgage any Sum or Sums of Money not exceeding in the whole Four thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of Twelve thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which shall be sufficient Evidence thereof.

10. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages, by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of the Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Five hundred Pounds in the whole.

11. The Company may create and issue Debenture Stock.

12. All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied only to the Purposes of this Act.

13. The

the said
Company
shall

Capital.

Shares not
to issue until
One Fifth
Part paid up.

Calls.

Power to
borrow on
Mortgage.

Arrears
may be
enforced by
Appoint-
ment of a
Receiver.

Debenture
Stock.
Application
of Monies.

The Tower Subway Act, 1868.

First and
subsequent
Meetings.

13. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held Twice in every Year, in the Months of *January* or *February* and *July* or *August* respectively, as the Directors may appoint.

Number of
Directors

14. The Number of Directors shall be Three.

Qualification
of Directors.

15. The Qualification of a Director shall be the Possession in his Right of not less than Twenty Shares.

Quorum.

16. The Quorum of a Meeting of the Directors shall be Two.

First
Directors.

17. *Robert Richardson, Francis Hewson, and Peter Barlow* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for increasing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Powers for
compulsory
Purchases
limited.

18. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for
Completion
of Works.

19. The Subway shall be completed within Four Years from the passing of this Act, and if the Subway be not completed within that Period then on the Expiration thereof the Powers by this Act granted to the Company for making the Subway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Vertical
Deviations.

20. In making the Subway the Company may, subject to the Provision next herein-after contained, deviate from the Levels thereof as referred to the Datum Line shown on the deposited Sections to any Extent not exceeding Five Feet.

21. The

The Tower Subway Act, 1868.

21. The Company shall not, in the Construction or Maintenance of the Subway, either temporarily or permanently erect any Works on the Bed of the River *Thames*, or on the Foreshore thereof, and no Part of the Subway shall be constructed at a less Depth below the Bed of the said River than is shown upon the deposited Sections.

Powers of Act not to affect the Thames Conservators.

22. Except as herein expressly provided, nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interest, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Saving Rights of the Conservators of the River Thames.

23. The Company shall not break up or disturb any Street or Place, or the Pavement thereof, under the Control or Direction of the Commissioners of Sewers of the City of *London*, unless at least Twenty-one Days previous Notice in Writing of their Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, be given to the Engineer or Surveyor of such Commissioners, or left for him at his Office or at the Office of such Commissioners; and the Company shall attend to the Directions of such Engineer or Surveyor with a view to secure a free Passage of Traffic in such Streets and Places, and to prevent needless Injury to the Streets, and shall not open more of such Streets or Places at one Time than such Engineer or Surveyor shall in Writing authorize; and when the Company shall break up or disturb any such Street, Place, or Pavement they shall, so soon as the Works affecting it are completed, and at the furthest within Three Months from the Day in which those Works were begun, restore the Street, Place, or Pavement to as good a Condition as it was in when it was broken up or disturbed, under the Superintendence and to the reasonable Satisfaction of the Engineer or Surveyor of the Commissioners, and the Company shall save harmless and keep indemnified the said Commissioners and their Successors against any Expenses consequent on any such Works; and if the Company fail to comply with the Requirements of this Act they shall forfeit to the said Commissioners a Sum of Twenty Pounds for every Offence, and an additional Sum of Twenty Pounds for every Day that the Company shall fail to comply with the Directions of such Engineer or Surveyor, and the said Commissioners may, if they think fit, restore the Street, Place, or Pavement broken up or disturbed, and recover the Expense of such Restoration and also the said Sums so forfeited from the Company in an Action or Actions of Debt.

For Protection of the Streets of the City of London.

24. Where any of the Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to

For Protection of Sewers in the City of London.

[Local.]

T

interfere

The Tower Subway Act, 1868.

interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Commissioners of Sewers of the City of *London*, or with any Sewers or Works to be made or executed by the said Commissioners, or shall or may in any way affect the Sewage or Drainage of the Districts under their Control, the Company shall not commence such Work until they shall have given to the Engineer or Surveyor of the said Commissioners Twenty-eight Days previous Notice at his Office, or at the principal Office of the Commissioners, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Commissioners shall have signified their Approval, Disapproval, or other Directions within Twenty-eight Days after Service of the said Plan, Section, and Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the Commissioners in the Execution of the said Works, and shall provide, by new, altered, or substituted Works in such Manner as such Commissioners may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Commissioners against all and every the Expense to be occasioned thereby; and all such Works may be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Commissioners, and at the Costs, Charges, and Expenses in all respects of the Company; and all reasonable Costs, Charges, and Expenses which the said Commissioners may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Commissioners by the Company, on Demand; and if any Dispute shall arise between the Company and the said Commissioners as to the Amount of such Costs, Charges, and Expenses, the same shall be settled by a Justice of the Peace of the City of *London*, and be a Debt due from the Company to the said Commissioners; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Cost, Charges, and Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Commissioners as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Commissioners or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed: Provided that if any Dispute shall arise as to the Mode of executing any such Works as aforesaid, such Matter or Difference shall be referred to an Arbitrator

The Tower Subway Act, 1868.

Arbitrator to be appointed by the Board of Trade, whose Decision shall be final.

25. All the Works, Matters, or Things which, under the Provisions of this Act or the Acts incorporated therewith, the Company may be empowered or required to do or execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of the City of *London Gaslight and Coke Company* (herein-after referred to as the Gas Company), shall be done and executed by and at the Cost of the Company, but to the entire Satisfaction and under the sole Direction of and in such Manner as shall be required by the Engineer for the Time being of the Gas Company; and such Works, Matters, or other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the Gas Company.

All Works affecting the Mains, &c. of the City of London Gas Company to be executed to Satisfaction of their Engineer.

26. If any Interruption whatsoever in the Supply of Gas by the Gas Company shall be in any way occasioned by the Company, or by the Act or Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them, or any or either of them, the Company shall forfeit and pay to the Gas Company for their Use and Benefit the Sum of Ten Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the Gas Company in any Court of competent Jurisdiction.

Penalty for interrupting Supply of Gas.

27. Provided always, that the Expense of all Repairs or Renewals of the said Pipes or Mains, or any Works in connexion therewith, which may at any Time hereafter be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the Gas Company in any such Court as aforesaid.

Necessary Repairs or Renewals of Pipes or Mains to be borne by the Company.

28. If any Dispute shall arise under this Act between the Company and the Gas Company, or their respective Engineers, the Matter in dispute shall from Time to Time be referred to and settled by an Arbitrator to be appointed on the Application of either Party by the Board of Trade, and the Costs of such Arbitration shall be paid by the Company and the Gas Company in such Proportions as the Arbitrator may determine.

For Settlement of Disputes between Company and the Gas Company.

29. The Company shall not begin any Work interfering with or in any way affecting any of the Mains or Pipes of the *Southwark and Vauxhall Water Company* (in this Act called the *Southwark Water Company*) unless at least Twenty-one Days previous Notice

Company to give Notice before interfering with Mains, &c. of South-

in

The Tower Subway Act, 1868.

wark and
Vauxhall
Water Com-
pany.

in Writing of the Intention so to do, describing the Manner in which it is proposed to interfere with the Mains or Pipes, be given to the Engineer of the *Southwark* Water Company, or left for him at their principal Office.

Works for
Southwark
Company to
be executed
by their
Engineer at
the Expense
of Company.

30. The Company shall not in any Manner alter, displace, or otherwise interfere with any of the Mains or Pipes of the *Southwark* Water Company, but their Engineer shall have the sole and exclusive Direction and Management of and may execute all such Works as he thinks necessary for the Purpose of removing, altering, and restoring the Mains or Pipes, and of preventing during the Execution thereof any Interruption to the Supply of Water by the *Southwark* Water Company, and all Expenses necessarily incurred by them in any way relating to the Execution by them of any Works for those Purposes shall be repaid to them by the Company.

In default of
Southwark
Company,
the Company
may execute
the necessary
Works.

31. Provided that if the *Southwark* Water Company for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting any of the Mains or Pipes, or for Ten Days after such later Day as the Company by Notice in Writing to the *Southwark* Water Company name for commencing the Works, fail to commence or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, the Company at their own Expense may remove, alter, or otherwise interfere with the Mains or Pipes in such Manner and to such Extent as they deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the *Southwark* Water Company.

Southwark
Company
not to be
liable for
Damage
arising from
Alteration
of Mains or
Pipes.

32. Provided that the *Southwark* Water Company shall not be liable for any Damage or Injury occasioned to the Works of the Company, or to any Streets or Roads, or otherwise howsoever, by reason of any of the Works executed under this Act, or in any way consequent thereupon, unless the Damage or Injury arise from the Neglect or Default of the *Southwark* Water Company, their Engineers, Workmen, or Servants.

For Protec-
tion of
Sewers of
Metropolitan
and other
Boards.

33. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the Metropolis Local Management Act, 1855, the Metropolis Management Amendment Act, 1862, or any Act or Acts amending the same, or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or
either

The Tower Subway Act, 1868.

either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board and of the respective Boards or Vestries in the Execution of the said Works, and shall provide, by new, altered, or substituted Works in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board or any District Board or Vestry 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 such Boards or Vestry by the Company, on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

[*Local.*]

U

34. The

The Tower Subway Act, 1868.

Letting by Watermen's Company of Sunday Ferries to continue.

34. The Master, Wardens, and Commonalty of the Watermen and Lightermen of the River *Thames* (in this Act called the Watermen's Company) shall in each of the Five successive Years next after that in which the Subway is opened let on Lease, by fair Competition, Tender, or Auction in the Manner hitherto accustomed, the Right of working the several *Sunday Ferries* across the River *Thames* respectively between *London Bridge* and the *Hermitage Entrance* to the *London Docks* on the North Side of the River and *Saint Saviour's Dock* on the South Side of the River.

Average of Five Lettings before opening of Subway to be calculated.

35. On the opening of the Subway for Passengers the Average shall be calculated of the Rents received by the Watermen's Company for the said *Sunday Ferries* in the Five Years ending with the letting thereof which immediately precedes the opening of the Subway (which Period is in this Act called the preceding Period of Five Years).

Payment by the Company for Five Years after opening.

36. During each of the Five Years after the letting of the said Ferries, immediately prior to the opening of the Subway (in this Act called the subsequent Period of Five Years), the Company shall pay to the Watermen's Company a Sum equal to the Amount (if any) by which in such Year the Rents received by the Watermen's Company for those Ferries fall short of the yearly Average calculated as aforesaid for the preceding Period of Five Years.

Average of Five Years after opening to be calculated.

37. At the End of the subsequent Period of Five Years the Average shall be calculated of the Rents received by the Watermen's Company for the said Ferries in that Period.

Payment after End of subsequent Five Years.

38. From and after the End of the subsequent Period of Five Years, the Company shall every Year by equal half-yearly Payments, on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September*, pay to the Watermen's Company a Sum equal to the Difference of the Two Averages aforesaid.

Capitalization of annual Payment at Option of either Party.

39. If, nevertheless, at any Time after the End of the subsequent Period of Five Years either the Company or the Watermen's Company, by Notice in Writing delivered to the other, require that the Capital Value of the last-mentioned annual Sum be ascertained, and be paid by the Company to the Watermen's Company, the same shall be ascertained and paid accordingly, and Payment of that annual Sum shall cease, and in case of Difference as to the Amount of that Capital Value the same shall be determined by a Jury in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for the Determination by a Jury of Questions of Compensation with regard to Lands purchased or taken under the Provisions thereof, and

The Tower Subway Act, 1868.

and all the Provisions of the last-mentioned Act shall be applicable to the Determination of such Capital Value, and to the Enforcement of the Payment or other Satisfaction thereof.

40. The Company may from Time to Time demand and take for Persons from Time to Time passing through the Subway any Tolls not exceeding Threepence, and for Parcels under Fifty-six Pounds in Weight any Sum not exceeding Fourpence, and for Parcels weighing Fifty-six Pounds and upwards any Sum which the Company think fit.

Power to take Tolls.

41. The Subway shall be deemed public within the Meaning and for the Purposes of the Acts from Time to Time in force with respect to malicious Injuries to public Property.

For Protection of Subway.

42. The Company may from Time to Time, subject to the Provisions and Restrictions herein-after contained, make Regulations as to the Use and for the Protection of the Subway, and of any Carriages of the Company, and for preventing the smoking of Tobacco and the Commission of any other Nuisance in the Subway, or in any such Carriage; and for better enforcing the Observance of any such Regulations the Company may, subject to the Provisions of this Act, make Byelaws, and from Time to Time repeal or alter such Byelaws and make others, provided that such Byelaws be not repugnant to that Part of the United Kingdom where the same are to have Effect; and such Byelaws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company, and any Person offending against any such Byelaw shall forfeit for every such Offence any Sum not exceeding Five Pounds, to be imposed by the Company in such Byelaws as a Penalty for any such Offence; and if the Infraction or Non-observance of any such Byelaw or other such Regulation as aforesaid be attended with Danger or Annoyance to the Public, or Hindrance to the Company in the lawful Use of the Subway, the Company may summarily interfere to obviate or remove such Damage, Annoyance, or Hindrance, and that without Prejudice to any Penalty incurred by the Infraction of any such Byelaw; but no such Byelaw shall have any Force or Effect until the same shall have been approved by the Board of Trade.

Power to make Byelaws.

43. Sections 110 and 111 of "The Railway Clauses Consolidation Act, 1845," shall extend and apply to the before-mentioned Byelaws.

Extending certain Sections of 8 & 9 Vict. c. 20. as to Byelaws.

44. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact, and free from all Obstruction: Be it therefore enacted, that

Saving Rights of Secretary of State for War.

The Tower Subway Act, 1868.

that nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers, vested in or exercised by the said Principal Secretary for the Time being, without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the Company.

Service of
Notice by
the Com-
pany.

45. Where it is necessary for the Company to serve any Summons, Demand, Notice, Writ, or other Proceeding at Law or in Equity upon any Person, the same may be in Writing or in Print, or partly in Writing and partly in Print, and be signed by the Secretary or Clerk of the Company, and need not be under the Common Seal of the Company, and shall be sufficiently served by being delivered personally to such Person, or being left at his or their usual or last Place of Abode or Business in *England*, or by being delivered to some Clerk or other Officer of such Person being a Corporation, or being left at the Office of such Clerk or principal Officer, or at his or their usual or last Place of Abode or Business in *England*.

Saving
Rights of
the Crown.

46. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the said Company to take, use, or in any Manner interfere with any Land or Hereditaments, or any Rights of whatsoever Description, belonging to the Queen's most Excellent Majesty in right of Her Crown, and under the Management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of
Act.

47. All Costs, Charges, and Expenses of and incident to the applying for, preparing, obtaining, and passing this Act shall be paid by the Company.

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1868.