



CHAPTER ccxvi.

An Act for making a Railway from London to Walthamstow and Epping Forest and for other purposes. A.D. 1894.

[25th August 1894.]

WHEREAS the railways herein-after described would be of public and local advantage :

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

And whereas it is expedient that the Company be authorised to enter into and carry into effect contracts agreements and arrangements with local road and sewer authorities and also to enter into agreements with the Great Eastern Railway Company :

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

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

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

1. This Act may be cited as the London Walthamstow and Epping Forest Railway Act 1894. Short title.

[Ch. ccxvi.] *London Walthamstow and Epping Forest Railway Act, 1894.* [57 & 58 VICT.]

A.D. 1894.
Incorporation of Acts. **2.** The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the provisions of Part I. with respect to construction of a railway of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

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

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

The expression "the council" means the London County Council or the Essex County Council as the case may be;

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

And for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or other like expressions 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.** Reuben Button James Higham Abraham Surry Andrews Charles Cleverly Paine and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The London Walthamstow and Epping Forest Railway Company" and by that

name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act. A.D. 1894

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

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

6. The railways and works herein-before referred to and authorised by this Act are— Description
of works.

(1.) Railway No. 1 1 mile 3 furlongs 0·88 chains in length wholly situate in the county of London commencing in the parish of Saint Luke at a point on the north side of South Place Finsbury ten yards or thereabouts measured in a westerly direction along South Place from the centre of Wilson Street and terminating in the parish of Saint John at Hackney at a point about ten feet to the west of the centre of De Beauvoir Road opposite the end of Benyon Road :

(2.) Railway No. 2 1 mile 3 furlongs 0·88 chains in length wholly in the county of London commencing at a point in the centre of Wilson Street on the boundary between the parishes of Saint Luke and Saint Leonard Shoreditch fourteen yards or thereabouts measured in a northerly direction from the centre of Eldon Street Finsbury and terminating in the parish of Saint John at Hackney at a point about ten feet to the east of the centre of De Beauvoir Road opposite the end of Benyon Road :

(3.) Railway No. 3 2 miles 3 furlongs 4·8 chains in length wholly in the county of London commencing in the parish of Saint

A.D. 1894.

John at Hackney at a point in the centre of De Beauvoir Road opposite the end of Benyon Road and terminating in the said parish of Saint John at Hackney at a point on the north-east side of the road known as Springfield Upper Clapton thirteen yards or thereabouts measured in a south-easterly direction from the south-east corner of the house intended to be numbered 23 and adjoining the house number 24 Springfield :

- (4.) Railway No. 4 2 miles 4 furlongs 7·7 chains in length commencing at the point of termination of Railway No. 3 above described and terminating in the parish of Walthamstow in the county of Essex at a point on the south side of the road known as Church Hill thirteen yards or thereabouts measured in a westerly direction from the centre of Woodbury Road at its junction with Church Hill :
- (5.) Railway No. 5 6 miles 4 furlongs 2·1 chains in length wholly in the county of Essex commencing at the point of termination of Railway No. 4 before described and terminating at a point in the township of Sewardstone in the parish of Waltham Holy Cross at a point on the south-west side of the road known as Avey Lane opposite the road known as Pinnersgreen Lane where it joins the said Avey Lane :
- (6.) Railway No. 6 3 furlongs 8·15 chains in length commencing at the point of termination of Railway No. 3 before described and terminating by a junction with the Cambridge line of the Great Eastern Railway Company in the said parish of Walthamstow at a point twenty yards or thereabouts measured in a south-easterly direction along the centre line of the said line from the centre of the bridge carrying the same over the stream known as Copper Mill Stream :
- (7.) Railway No. 7 1 mile 1 furlong 2·90 chains in length commencing in the said parish of St. John at Hackney by a junction with Railway No. 3 at a point in the garden of the house No. 10 Springfield Upper Clapton which point is thirteen yards or thereabouts from the southern fence of the said garden and twenty-one yards or thereabouts from the west fence of the said garden measured in each case at right angles to the said fences and terminating in the parish of Tottenham in the county of Middlesex by a junction with the Tottenham and Hampstead Junction Railway at a point two hundred and fifty-five yards or thereabouts measured in an easterly direction along the centre line of that railway from the centre of the bridge carrying the same over the road known as High Road Tottenham :

(8.) Railway No. 8 1 furlong 8·55 chains in length wholly situate in the said parish of Walthamstow commencing by a junction with Railway No. 4 at the termination thereof before described and terminating by a junction with the Walthamstow and Chingford Railway of the Great Eastern Railway Company at a point seventy-four yards or thereabouts measured in an easterly direction along the centre line of that railway from the centre of the bridge carrying Hoe Street over the said railway :

A.D. 1894.

Provided that notwithstanding anything on the deposited plans and sections the Company shall not construct Railway No. 4 except in accordance with such conditions as to levels and mode of formation as shall have been previously approved in writing by the Walthamstow Local Board.

7. The following provisions shall apply to so much of the railway as is shown on the deposited plans and sections to be in the tunnel :—

General provisions as to mode of construction of railway in tunnel.

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

(2.) The said tunnels shall be constructed by means of steel or other sufficient metal shields driven forward or onward by hydraulic pressure or other means as the work proceeds (but as regards the estates of the Ecclesiastical Commissioners as herein-after defined by hydraulic pressure only) such shields being of sufficient length to protect the whole of the soil for a reasonable distance both in front of and behind the working faces All such tunnels shall be lined throughout with iron or other sufficient metal plates properly jointed throughout :

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

(B.) The station tunnels shall not have an internal diameter exceeding thirty feet and the tunnels between the stations shall not (except where necessary for adjustment at curves) have an internal diameter exceeding sixteen feet and the internal diameter of the shafts shall not exceed forty feet :

(3.) Sufficient trial borings shall be kept ahead of the works in all tunnels and shafts in order to ascertain by frequent examinations the nature of the soil in advance of the working faces and the Company may make such borings subject to such reasonable

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894.

restrictions as to surface borings as the local authority having the maintenance of the streets may impose and in the case of the said estates of the Ecclesiastical Commissioners as may be required by Arthur Thomas Walmisley or in the event of his death or inability to act by some other engineer to be appointed on behalf of their lessees and tenants by the Ecclesiastical Commissioners :

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

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

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

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

Restrictions
on use of
electric
power.

8. The following provisions shall apply to the use by the Company of electric power in the event of such power being employed upon the railway or any part thereof unless such power is entirely contained in and carried along with the carriages :—

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

A.D. 1894.

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

A.D. 1894.

time to time used for the purpose of transmitting electric power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus Provided that the Company shall be deemed to take all such reasonable and proper precautions as aforesaid if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as the Board of Trade shall direct and in giving such directions the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking Provided also that at the expiration of a period of three years from the passing of this Act nothing in this sub-section shall operate to give any right of action in respect of or to protect any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents If any difference arises between the Company and any other party with respect to anything in this sub-section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be :

- (6.) Nothing in this section shall apply to the use of any electric line circuit or work of any company corporation or person authorised by Act of Parliament or Provisional Order confirmed by Parliament to supply energy for electric lighting purposes so far as such use is limited to such purposes.

For the protection of the Post-master General where railway in tunnel.

9. In the event of Railways No. 1 No. 2 and so much of Railway No. 3 as extends from those railways to a point one hundred yards or thereabouts eastward of Upper Clapton Road which under the provisions of this Act are to be constructed in tunnel or any part thereof being worked by electricity the following provisions shall in respect of such railways and portion of railway have effect:—

- (1.) The Company shall construct their electric lines and works of all descriptions and shall work the said railways and portion of railway in all respects so as to prevent any interference whether by induction or otherwise with the telegraphic lines

from time to time laid down or used by the Postmaster General or with telegraphic communication by means of such lines Provided that this section shall not apply to any telegraphic line of the Postmaster General laid down or placed by him on or along such part of the said railways or portion of railway as is worked by electricity :

A.D. 1894.

- (2.) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues :
- (3.) In this section the expression "electric line" has the same meaning as in the Electric Lighting Act 1882 and the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878 :
- (4.) Nothing in this section contained shall be held to deprive the Postmaster General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid.

10. In the event of any railways of the Company or any part thereof other than Railways No. 1 No. 2 and the portion of Railway No. 3 referred to in the immediately preceding section of this Act being worked by electricity the following provisions shall in respect of such railways have effect :—

For protection of the Postmaster General in respect of other portions of railway.

- (1.) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by Her Majesty's Postmaster General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein If any question arises as to whether the Company have constructed their electric lines or other works or work their undertaking in contravention of this sub-section such question shall be determined by arbitration and the Company shall be bound to make any alterations in or additions to their system which may be directed by the arbitrator :
- (2.) If any telegraphic line of the Postmaster General is injuriously affected by the construction by the Company of their electric

A.D. 1894.

lines and works or by the working of their undertaking the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster General as may be necessary to remedy such injurious affection :

- (3.)—(a.) Before any electric line is laid down or any act or work for working such railways by electricity is done within ten yards of any part of a telegraphic line of the Postmaster General (other than repairs or the laying of lines crossing the line of the Postmaster General at right angles at the point of shortest distance and so continuing for a distance of six feet on each side of such point) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster General for the purpose of preventing any telegraphic line of the Postmaster General from being injuriously affected by the said act or work :
- (b.) Any difference which arises between the Postmaster General and the Company or their agents with respect to any requirements so made shall be determined by arbitration :
- (4.) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues :
- (5.) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of the act or execution of the work was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice :
- (6.) For the purposes of this section a telegraphic line of the Postmaster General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of

such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work :

A.D. 1894.

(7.) For the purposes of this section and subject as therein provided sections two eight nine ten eleven and twelve of the Telegraph Act 1878 shall be deemed to be incorporated with this Act as if the Company were undertakers within the meaning of those sections without prejudice nevertheless to any operation which the other sections of the said Act would have had if this section had not been enacted and in particular nothing in this section shall be deemed to exclude the provisions of section seven of the Telegraph Act 1878 in relation to the matters mentioned in that section :

(8.) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 :

(9.) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections thirty to thirty-two of the Regulation of Railways Act 1868 shall apply in like manner as if the Company or their agents were a Company within the meaning of that Act :

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

11. The capital of the Company shall be two millions one hundred thousand pounds in two hundred and ten thousand shares of ten pounds each. Capital.

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

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

14. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present Power to divide shares

A.D. 1894. in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends
on half
shares.

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

Dividends on
preferred
shares to be
paid out of
profits of the
year only.

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

Half shares
to be regis-
tered and
certificates
issued.

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

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

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

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

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

22. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole seven hundred thousand pounds in respect of the capital of two million one hundred thousand pounds by this Act authorised or they may (subject to the provisions herein-after contained) borrow from time to time not exceeding four hundred and sixty-six thousand six hundred pounds in respect of one million four hundred thousand pounds of the said capital applied in and towards the construction of Railways Nos. 1 2 3 6 and 7 and not exceeding two hundred and thirty-three thousand three hundred pounds in respect of seven hundred thousand pounds of the said capital applied in and towards the construction of Railways Nos. 4 5 and 8 by this Act respectively authorised but no part of any such sums of four hundred and sixty-six thousand six hundred pounds or two hundred and thirty-three thousand three hundred pounds shall be borrowed until the whole of the capital or respective portion of capital in respect of which it is borrowed is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845

A.D. 1894.

Terms of issue to be stated in certificates.

Forfeiture of preferred shares.

Preferred shares not to be cancelled or surrendered.

Half shares to be half shares in capital.

Power to borrow on mortgage.

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894.

(before he so certifies) that the whole of such capital or portion of capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital or portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital or portion of capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

23. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Power to create debenture stock.

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

Receipt in case of persons not sui juris.

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

Application of moneys.

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

First ordinary meeting.

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

Number of directors.

28. The number of directors shall be not more than seven or less than four.

A.D. 1894.

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

Qualification of directors.

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

Quorum of directors.

31. Reuben Button James Higham Abraham Surry Andrews Charles Cleverly Paine and three other duly qualified persons to be nominated by them or the majority of them shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained of varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

First directors.

Election of directors.

32. In altering for the purposes of this Act the road next herein-after mentioned the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith (that is to say):—

Inclination of road.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
29	Waltham Holy Cross.	Public - -	1 in 13 on one side of the bridge and level on the other.

33. When the Company are or under the powers of this Act become the owners in possession of property on both sides of Stanhope Road in the parish of Walthamstow they may stop up and discontinue and extinguish all public rights of way over so much of that road numbered 86 on the deposited plans and in the deposited book of reference in the said parish as shall be within the boundaries of the Company's property, but not so as to interfere with the access

Stopping up of certain road.

[Ch. ccxvi.] *London Walthamstow and Epping* [57. & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894. to any property of which the Company are not owners in possession as aforesaid.

For the protection of the conservators of Epping Forest.

34. In carrying Railway No. 5 over certain roads and the pieces of waste adjoining the same known as Sewardstone Road Green Lane and Mott Street and numbered respectively on the deposited plans 12 46 and 50 in the parish of Waltham Holy Cross whereof the mayor commonalty and citizens of the city of London as conservators of Epping Forest (in this Act called "the conservators") are the owners Be it enacted that the said Railway No. 5 shall not be carried over the said roads and waste except by means of three lattice girder bridges each bridge of one arch or span only and constructed in accordance with plans and sections to be previously submitted to and approved by the conservators.

Lands for extraordinary purposes.

35. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed in the whole ten acres but nothing in this Act or in that Act shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being permitted or caused by them upon any land so taken :

Provided always that for the purposes of this section extraordinary purposes shall not without the consent of the London County Council with respect to lands in the county of London include the erection of buildings or works for generating electricity or the provision of yards wharves and places for receiving depositing and loading or unloading goods or cattle.

Period for compulsory purchase of lands.

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

Limiting quantity of land to be taken from Walthamstow Marshes.

37. The quantity of land which may be taken by the Company from the reputed commonable land in the county of Essex hereinafter mentioned for the purposes of the railway and works shall not exceed the quantity following (that is to say) :—

Name by which Land is known.	Parish.	Estimated Quantity proposed to be taken.
Walthamstow Marshes	Walthamstow - Leyton -	11 acres.

For the protection of

38.—(1.) Railways Nos. 4 and 6 and the works connected therewith so far as they affect the Walthamstow Marshes shall be laid

A.D. 1894.
Waltham-
stow
Marshes.

out and constructed within the limits of lateral deviation in accordance with the plans signed as relative hereto by Sir John Henry Kennaway Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of the House of Commons.

(2.) The arches for carrying Railway No. 4 over the aqueduct of the East London Water Company and the Walthamstow Branch of the Great Eastern Railway to be so constructed as to leave a passage ten feet in width on each side of the said branch railway and on the eastern side of the said aqueduct so as to give access to the severed portions of the marshes.

(3.) The Company shall at their own expense before entering upon the said marshes for any of the purposes authorised by this Act acquire a piece of land comprising an area of between twelve and fifteen acres in either Walthamstow or Leyton parish such land when acquired to be vested by the Company at their own expense in the local board or district council as the case may be for the parish in which the land is situated.

(4.) In the event of the local board or district council refusing to accept such land then the Company shall vest the same in trustees for the public who shall be nominated by the Board of Agriculture.

(5.) The local board district council or trustees as the case may be shall hold the said piece of land upon trust as an open space or recreation ground for the public.

(6.) Provided always that the terms contained in this section shall not in any way affect any question of compensation to be paid by the Company in respect of their acquisition of any part of the said marshes.

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

Persons
authorised to
convey lands
may grant
easements.

40. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed

Owners may
be required
to sell parts
only of cer-
tain lands
and build-
ings.

A.D. 1894. from the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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

41. With respect to the properties shown on the deposited plans which are described or referred to in the Second Schedule to this Act and which will be forty feet or more above the level of the rails in the tunnel the Company shall not be required wholly to take the same or any part of the surface thereof but they may purchase take and use and the owners of and other persons interested in any such property shall sell and grant an easement or right of using the subsoil or undersurface thereof for the purposes for which but for this enactment they might have been required to sell such property and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such subsoil easement or right of user. Provided that no such subsoil easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 but nothing in this section contained nor any dealing with lands in pursuance of this section shall relieve the Company from liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 and every case of compensation under this section shall in case of dispute be ascertained according to the provisions of the Lands Clauses Acts :

Provided that the provisions of this section shall not apply to any freehold or leasehold estate or interest in any property specified in the Second Schedule to this Act which forms part of the estate referred to in the agreement set forth in the Fifth Schedule to this Act and which is vested in the trustees parties to the said agreement.

Company may purchase cellars &c.

42. With respect to any lands which the Company are by the provisions of this Act authorised to enter on take and use for the

A.D. 1894.

purposes of the railway and which are in or under the roadway or footway of any public street or road the Company shall not be required wholly to take those lands or any part of the surface thereof or any cellar vault or other construction therein or thereunder held or connected with any house in any such street or road but the Company may appropriate and use the subsoil and under-surface of any such roadway or footway. Provided that the vestry of the parish of St. Leonard Shoreditch shall be entitled to appropriate and use so much of the subsoil removed in excavating tunnels in the said parish as may be required by them for any highway or other work :

Provided that if any such cellar vault or other construction shall be taken or interfered with the same shall not in any case be deemed the purchase of a part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 but the owners of and other persons interested in any cellar vault or other construction taken or interfered with by the Company shall be entitled to compensation therefor and for severance if any in respect thereof and the amount in case of dispute shall be ascertained according to the provisions of the Lands Clauses Acts.

43. Subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands so far as such provisions are in each case applicable the Company may from time to time sell lease or otherwise dispose of in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any payment in any other form any lands or buildings or any interest in any lands or buildings acquired or provided by them under this Act and not required for the purposes of the undertaking and may make execute and do any deed act or thing proper for effectuating any such sale lease or other disposition.

Power to dispose of lands not required.

44. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon. Provided always that nothing in this section contained shall authorise the Company to deviate from the said lines so that any part thereof shall extend under the front wall (above the street level) of any house or building not described in the deposited book of reference abutting upon any street under and along which the railway is constructed unless such house or building shall be not less than forty

Power to deviate laterally.

A.D. 1894. feet above the crown of the railway tunnel or shall have been purchased by the Company or the consent in writing of the owners lessees and occupiers thereof shall have been first obtained.

Power to deviate vertically.

45. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent not exceeding five feet upwards or ten feet downwards as may be found necessary or convenient. Provided always that where the railway is shown upon the deposited plans and sections to be in tunnel it shall not be lawful for the Company to deviate upwards from the said levels so as to bring the uppermost rails nearer to the surface than thirty feet or to a greater extent than five feet where the uppermost rails as shown on the deposited sections are thirty-five feet or more but less than forty feet below the surface of the ground or ten feet where such rails are forty feet or more but less than sixty feet below the surface of the ground or fifteen feet where such rails are sixty feet or more below the surface of the ground.

Company not to break up surface of streets.

46. Where the railway is shown on the deposited plans and sections to be in tunnel the Company shall not except for the purpose of making such borings as herein-after provided for break up or disturb the surface of any street or road for the purpose of constructing the railway or stop up alter the width of or otherwise permanently interfere with any streets or roads for the purposes of traffic (unless with the consent of the local authority having the control or management of the street or road) but nothing herein contained shall restrict the right of the Company to the use of streets or roads for purposes of ordinary traffic or of access to or in connexion with any of their lands or buildings or take away or diminish any rights which they would have as owners or occupiers of lands or buildings abutting upon any street or road :

Provided always that where in the county of London the railway is not shown on the deposited plans to be in tunnel the Company shall not break up or disturb the surface of any street or road for the purpose of constructing the railway except under such reasonable conditions as the council or local authority having the control and management of the street or road shall impose and the Company before breaking up such street shall give notice to such authority of their intention to do so and shall not proceed with the work until they have received sanction from the said authority unless such sanction is not given within fourteen days.

Ventilators &c. not to be made in roadways or footways.

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

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

A.D. 1894.
Provision as
to cellars
under streets
not refer-
enced.

49. The entrances and exits to and from the station buildings of Railways numbers 1 2 3 and the waiting accommodation to be provided therein for passengers shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and before the works are commenced plans thereof shall be submitted to the council in respect of all such stations and in default of agreement the same shall be determined by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

As to en-
trances at
stations &c.

50. In the construction of the railways and works within the county of London the Company shall not permit or suffer any cart or waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare except between the hours of 10 o'clock p.m. and 7 o'clock a.m. and shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway or works through the public streets except in carts or waggons so constructed and managed so as to prevent as far as practicable any of such soil dropping therefrom and if the Company their contractors servants or agents commit any breach of this section they shall be liable to a penalty not exceeding forty shillings for each offence and any such penalty may be recovered in a summary manner before any court of summary jurisdiction.

As to carting
materials
and soil in
county of
London.

51. In the construction of the railway the Company shall not permit or suffer any cart waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of the public thoroughfare within the city of London and shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway through the streets of the said city in the daytime between the hours of eight in the morning and seven in the evening except in carts or waggons so constructed as to prevent any of such soil dropping therefrom and the Commissioner of the City Police shall be at liberty to seize and retain without notice any cart waggon or other vehicle used in contravention of this enactment together with its contents and any horses and harness attached thereto and upon

As to carting
materials
and soil
within the
City.

A.D. 1894.

proof of the facts before a court of summary jurisdiction the said court may authorise such cart waggon or other vehicle to be sold together with its contents and the horses and harness attached thereto and apply the proceeds after deducting the costs incident to such seizure and proceedings before the said court to the City of London Police Superannuation Fund.

Walls of buildings in county of London not to be left in unsightly condition.

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

Buildings in county of London not to be brought beyond general line.

53. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company to encroach permanently upon any part of any street or footway or without the consent of the council as regards any street within the county of London to erect or maintain any building beyond the general line of building in any street.

Application of Metropolitan Building Acts.

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

As to Shacklewell Green.

55. The Company shall not enter upon take or interfere with the surface of any part of the open space known as Shacklewell Green in the parish of Hackney and numbered 97 on the deposited plans.

Electricity not to be generated on lands within the city of London.

56. The Company shall not generate electricity on in or under any lands within the city of London except with the consent of the commissioners of sewers of the city of London or with the sanction of Parliament.

Deposit of objects of interest.

57. The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of their works and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person any such objects discovered in or adjoining any part of Epping Forest shall be deposited in the Guildhall Museum as the property of the mayor aldermen and commons of the said city.

For the protection of sewers in the county of London.

58. The following provisions for the protection of the sewers of the council shall have effect (namely) :—

- (1.) The Company shall not commence any of the works in the county of London by this Act authorised which shall or may pass over under or by the side of or so as to interfere with the

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

A.D. 1894.

- (2.) As regards any work in respect of which the Company are under the provisions of the last preceding sub-section required to submit plans and sections to the council the council may require the Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the council and the Company shall in constructing such work deviate accordingly:

A.D. 1894.

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

Bridges
under or
over roads
in the county
of London.

59.—(1.) All bridges or works to be constructed by the Company for carrying any road or street within the county of London over the railway shall be constructed so as not to lessen the present clear width of such road or street including the footway or footways and in no case shall any such bridge be of less width between the parapets thereof than forty feet measured on the square.

(2.) The Company shall when so required by the council provide a bridge over Railway No. 7 at or near the point marked on the deposited plans five furlongs such bridge to have a width of not less than forty feet between the parapets Provided that the Company

shall not be required to construct such bridge if they shall have constructed a similar bridge between the points three and a half furlongs and six furlongs on the said deposited plans Provided also that the Company shall not be required to construct the bridge unless there is a road leading to the same.

A.D. 1894.

(3.) The Company shall so construct the bridges for carrying the railway over the streets or roads mentioned in the next following table that there shall be left a clear headway throughout above the existing surface of the street or road and a clear span throughout measured on the square not less than the headway and span respectively set forth in the following table:—

Parish.	Name of Street or Road.	No. on deposited Plan.	Headway.		Span.	
			Feet.	In.	Feet.	In.
Saint John Hackney	RAILWAY No. 4.					
	Spring Lane -	331	16	0	40	0
	RAILWAY No. 6.					
	Spring Lane -	331	16	0	40	0
	RAILWAY No. 7.					
	Spring Lane -	361	16	0	40	0
	Spring Hill -	381	16	0	40	0

Provided that such span shall not in any case be less than the clear width of such street or road including the footways and all bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent the dripping of water therefrom on any part of such street or road footway and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height sufficient effectually to hide from view of the street or road trains passing over such bridges or works and in the case of over bridges the Company shall face the abutments with white glazed bricks.

(4.) The Company shall not execute or commence the erection of any such bridge or works as aforesaid or any subway by this Act authorised so far as it is to be constructed under and within twenty feet of the surface of any public street until they shall have given to the council twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the

Plans &c. of bridges to be submitted to the council.

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894. council with plans elevations sections and other necessary particulars of the construction of the said bridge subway and works and until the council shall have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of every such bridge or subway and the works connected therewith and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council by the Company on demand.

Plans &c. of subway to be submitted for approval of engineer of council.

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

Inspection of works by council.

61. It shall be lawful for the engineer or other officer of the London County Council duly appointed for the purpose by the said engineer from time to time to enter upon and inspect any works of the Company under or in the neighbourhood of any street or part of a street or of any sewers or works of the said council.

Exhibition of placards in the county of London.

62. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street within the county of London any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the council and by the clerk to the district board or vestry of the district or parish in which such part of the works is situate and if any such placard or advertisement be affixed or exhibited without such approval the said council district board or vestry and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company.

63. The Company shall not exhibit or permit to be exhibited upon any part of their premises within view of any public street within the city of London or within view of any part of Epping Forest any placards or advertisements other than those relating to the railway unless the same shall have been approved in writing by the commissioners of sewers of the City or the conservators of Epping Forest as the case may be.

A.D. 1894.
Prohibiting placards and advertisements in City and in Epping Forest.

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

For the protection of sewers of district boards and vestries.

A.D. 1894. or examination of plans or designs superintendence or otherwise shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by a referee to be appointed by the Board of Trade and be a debt due from the Company to such board or vestry as the case may be and when any new altered reconstructed 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 such board or vestry as the case may be as any sewers or works now or hereafter may be And nothing in this Act shall except as hereinbefore provided extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in such board or vestry or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Lands and buildings to continue liable to rates.

65. The Company shall in respect of all lands and buildings acquired by them under the powers of this Act be liable to and pay all the consolidated sewer and other rates and contributions leviable in respect of such lands and buildings as if the Company were assessed in respect of such lands and buildings in the valuation list in force for the parish or place within which such lands and buildings are situate at the time the Company acquire such lands and buildings whether such lands and buildings be occupied or vacant and shall continue liable to and pay all such consolidated sewer and other rates and contributions until the undertaking shall be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such of the said lands and buildings as may not be required for the purposes of the undertaking shall have been otherwise duly assessed or liable to be assessed and become liable to the before-mentioned rates and contributions.

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

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

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

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

- (2.) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3.) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
- (4.) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5.) The cost of the reference shall be in the discretion of the referee :
- (6.) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (7.) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

[Ch. ccxvi.] *London Walthamstow and Epping Forest Railway Act, 1894.* [57 & 58 VICT.]

A.D. 1894.

- (8.) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :
- (10.) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

Conditions to be observed in opening roads for boring purposes.

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

For the protection of the trustees of the will of William Cluff deceased.

68. Notwithstanding anything contained in this Act the Company shall not purchase otherwise than by agreement any part of the estate belonging or reputed to belong to the trustees of the will of the late William Cluff situated in the parish of Walthamstow in the county of Essex unless they at the same time purchase the six dwelling houses with the gardens in rear thereof known respectively as Nos. 143 145 147 149 151 and 153 Hoe Street Walthamstow aforesaid but shall unless otherwise agreed between the said trustees of the will of the said William Cluff or their successors in title and the Company purchase and acquire the whole of the said property at such price as shall be agreed upon or failing agreement as shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement Nor shall the Company exercise as regards any part of the said property the powers of section 84 of the Lands Clauses Consolidation Act 1845 until they shall have served the said trustees of the will of William Cluff aforesaid or their successors in title with notice to treat in respect of the purchase of the whole of the said property in Hoe Street Walthamstow.

69. For the protection of the vestry of the parish of Saint Luke Middlesex (in this section called "the vestry") the following provisions shall have effect (that is to say):—

A.D. 1894.
For the protection of the vestry of St. Luke Middlesex.

(1.) If any existing sewers drains gulleys or footpaths in the parish shall be broken up opened disturbed cut through or interfered with by the Company's works the same shall be reinstated and made good by and at the expense of the Company to the reasonable satisfaction of the vestry or its surveyor:

(2.) The Company shall on demand repay to the said vestry all expenses which may be properly incurred by the vestry by reason of the works of the Company in altering or making good and maintaining any sewers and drains affected by the works of the Company:

(3.) The Company shall save harmless the said vestry against all and every expenses direct or indirect to be occasioned during or by reason of the works of the Company in connexion with roads under the jurisdiction of the vestry:

(4.) All works affecting the roads sewers drains or property of the vestry shall be executed under the superintendence of the surveyor of the said vestry at the cost in all respects of the Company and all costs charges and expenses which the said vestry may incur by reason of the works of the Company whether in the execution of works or superintendence or otherwise under this Act shall be paid to the said vestry by the Company on demand and in default of payment shall be recoverable by the vestry with all costs charges and expenses attending the same by summary jurisdiction or in any court of competent jurisdiction as the vestry may determine.

70. For the protection of the Right Honourable William Amhurst Baron Amherst of Hackney his heirs successors sequels in estate and assigns (in this section called "the owners") the following provisions (unless otherwise agreed on in writing between the owners and the Company) shall have effect (that is to say):—

For the protection of the Amherst estate in Hackney.

In this section the expression "the plan" means a plan signed in duplicate by Charles Cheston on behalf of the owners and William Henry Elwell and Arthur Garrard on behalf of the Company:

Notwithstanding anything shown on the deposited sections or contained in this Act Railway No. 3 shall be constructed between Kingsland Road and a point three hundred feet east of the east side of Upper Clapton Street in tunnel and at such a depth that there shall intervene between the level of the rails

A.D. 1894.

and the surface of the roadway not less than sixty feet at the point where the said railway leaves Kingsland Road forty feet at Northwold Road and Ottaway Street and forty-eight feet at the Clapton High Road :

Notwithstanding anything shown on the deposited plans or described in the book of reference or contained in this Act the Company shall not enter upon take or use otherwise than by agreement any lands of the owners except such of the lands situate at Shacklewell Green and coloured pink on the plan and such other lands between Kingsland Road and Shacklewell as shall be necessary and used for the construction of stations and such one or more houses or other property as shall be necessary and used for the purpose of constructing a ventilating shaft or shafts for the ventilation of the railway but the Company may purchase and the owners shall sell and grant accordingly an easement or right of using so much of their lands between Stoke Newington Road and a point two hundred feet east of the east side of Upper Clapton Street as are required for the constructing Railway No. 3 therein.

For the protection of the Hackney Vestry.

71. For the protection of the vestry of the parish of Hackney (in this section called "the vestry") the following provisions shall unless otherwise agreed in writing between the vestry and the Company have effect (that is to say) :—

- (1.) If any existing sewers drains gulleys or footpaths in the parish shall be broken up opened disturbed cut through or interfered with by the Company's works the same shall be reinstated and made good by and at the expense of the Company to the reasonable satisfaction of the vestry or its surveyor :
- (2.) The Company shall on demand repay to the vestry all expenses which may be properly incurred by the vestry by reason of the works of the Company in altering or making good and maintaining any sewers and drains affected by the works of the Company :
- (3.) The Company shall save harmless the vestry against all and every expenses to be occasioned during or by reason of the works of the Company in connexion with roads under the jurisdiction of the vestry :
- (4.) All works affecting the roads sewers drains or property of the vestry shall be executed under the superintendence of the surveyor of the vestry at the cost in all respects of the Company and all costs charges and expenses which the vestry may incur by reason of the works of the Company whether in the execution of works or superintendence or otherwise under

this Act shall be paid to the vestry by the Company on demand and in default of payment shall be recoverable by the vestry with all costs charges and expenses attending the same in a summary manner or in any court of competent jurisdiction as the vestry may determine :

- (5.) The Company shall be liable to make good all injuries or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the vestry and the vestry shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction :
- (6.) The approval by the vestry of any plans or superintendence by the vestry of any works under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise :
- (7.) The vestry shall at all times hereafter be entitled to carry out and construct such further sewers drains or pipes or extensions to existing sewers drains or pipes as may from time to time be necessary for the requirements of the parish of Hackney (herein-after called "the parish") over or under the railways and works of the Company in the parish without the Company requiring or being entitled to any compensation or other payment therefor and the Company shall grant all reasonable facilities for the carrying out and construction of the necessary works :
- (8.) Every bridge to be constructed by the Company for carrying the railway over any road or street within the parish shall have a clear span of not less than forty feet :
- (9.) Every bridge to be constructed by the Company for carrying any road or street within the parish over the railway shall have a width between the parapets thereof of not less than forty feet measured on the square :
- (10.) The Company shall not commence the erection of any such bridge as mentioned in the two preceding sub-sections until they shall have given to the vestry twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the vestry with plans elevations sections and other necessary particulars of the construction of the said bridge and until the vestry shall have signified their approval of the same unless the vestry fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid

A.D. 1894.

and the Company shall comply with and conform to all reasonable directions and regulations of the vestry in the execution and subsequent maintenance of every bridge and the works connected therewith and shall save harmless the vestry against all and every expense to be occasioned thereby and all the works to be done in connexion with such bridge shall be done to the reasonable satisfaction of the engineer of the vestry at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the vestry may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the vestry by the Company on demand :

(11.) The abutments of all over bridges constructed over public roads in connexion with the railway in the parish and all buildings erected in connexion with the railway in the parish shall be erected on the building line in each street and if in any street there shall be no building line the said abutments and buildings shall be set back ten feet on either side of the said street after allowing for a roadway forty feet in width and the land lying between each side of the street and such abutments and buildings shall be purchased by the Company and shall be vested in the vestry free of cost as part of the said street :

(12.) Where the said railways are above the levels of the road and are constructed by means of a viaduct the arches of the said viaduct and all bridges carrying the said railways over any roadway shall be of a reasonably ornamental character and design such design to be approved by the engineer to the vestry and such bridges shall be constructed and maintained so as to prevent the dripping of water therefrom on any part of the road or footway and so as to deaden as far as practicable the sound of engines carriages and traffic passing over them :

(13.) The said bridges and the outer face of the said viaducts shall not be used for posting bills posters placards or advertisement boards of any kind other than boards to indicate the name of the station :

(14.) The Company shall pave the footpaths and metal kerb and channel to the satisfaction of the engineer to the vestry all roadways under or over any bridges constructed by the Company for the purpose of carrying the railway under or over any road in the parish and also where the Company alter the

level of any roadway for a distance of one hundred feet on each side of the crossing thereof by the railway and the Company shall not break up or disturb any roadway until they shall have given to the vestry seven days notice in writing of their intention so to do and all roadways which shall be broken up or disturbed by the Company shall be reinstated as soon as possible and be kept in repair by the Company for a period of twelve months after their reinstatement by the Company :

- (15.) All bridges constructed by the Company for carrying the railway over any roads in the parish if constructed of a greater width than necessary for a double line of rails shall be lighted by the Company to the reasonable satisfaction of the vestry :
- (16.) No coal cattle or goods depôt or generating stations for electricity shall be constructed or formed by the Company on any lands acquired by them under this or any other Act between Northwold Road and Springfield in the parish :
- (17.) Notwithstanding anything in this Act contained the uppermost rails of the railway under Alconbury Road shall not be nearer the surface than thirty-five feet three inches and under Northwold Road not nearer the surface than thirty-eight feet three inches :
- (18.) The vestry shall be entitled to appropriate and use free of cost so much of the sub-soil or under surface of any roadway or footway of any public street or road removed by the Company in excavating in the parish as the vestry may require for any highway or other work :
- (19.) The Company shall not enter upon take use or otherwise interfere with either temporarily or permanently the surface of the open spaces in Shacklewell Lane :
- (20.) The Company shall in connexion with the bridge for carrying the Railway No. 4 by this Act authorised over the River Lee provide and for ever after maintain a footway with proper access thereto from the level of the ground immediately adjacent thereto on each side of the River Lee by means of steps or otherwise for the use of pedestrians at all times of the day or night without toll or restrictions and such footway shall be completed and opened simultaneous with or before the completion and opening of the said Railway No. 4 :
- (21.) If any difference shall arise between the vestry and the Company with reference to any of the matters in this section the same shall be referred to an arbitrator to be appointed by

[Ch. ccxvi.] *London Walthamstow and Epping Forest Railway Act, 1894.* [57 & 58 VICT.]

A.D. 1894.

the Board of Trade on the application of either the vestry or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration but the Company shall solely bear the expense of such arbitration including the reasonable fees of the engineer of the vestry incurred under any of the provisions of this section and the vestry shall not be put to any expense whatever in connexion therewith.

For the protection of the estate of Sir James Vallentin's trustees.

72. For the protection of the trustees of the late Sir James Vallentin the following provisions shall have effect:—

Notwithstanding anything contained in this Act the Company shall not purchase otherwise than by agreement part only of the property known as the Rectory Manor Estate (consisting of a family residence stabling pleasure grounds kitchen garden orchard meadow lands and cottages adjoining and containing in the whole about twenty-five acres) belonging or reputed to belong to the trustees of the late Sir James Vallentin situate in the parish of Walthamstow in the county of Essex and bounded on the north by Forest Road on the north-west by Hoe Street North on the west by Aubrey Road and on the south by Church Hill and shown on the plan signed in duplicate by William Henry Elwell and Arthur Garrard on behalf of the Company and by William Houghton surveyor on behalf of the said trustees (whereon the said estate is shown within the space bordered by a pink colour) but shall unless otherwise agreed between the said trustees or their successors in title and the Company purchase and acquire the whole of the said property at such price as shall be agreed upon or failing agreement as shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement. Nor shall the Company exercise as regards any part of the said property the powers of section 84 of the Lands Clauses Consolidation Act 1845 until they have served the said trustees or their successors in title with notice to treat in respect of the whole of the said property.

For protection of estates of Ecclesiastical Commissioners.

73. For the protection of the estates of the Ecclesiastical Commissioners situate in the parishes of Saint Luke and Saint Leonard Shoreditch in the county of Middlesex the following provisions shall notwithstanding any other provision of this Act have effect:—

(1.) The Company shall not without the previous consent in writing of the Ecclesiastical Commissioners generate electricity on any part of the said estates or within one hundred yards thereof and any ventilators air-shafts or other similar openings shall

be constructed at such places only as the Ecclesiastical Commissioners may require or approve : A.D. 1894.

- (2.) The Company shall pay to the Ecclesiastical Commissioners and their lessees compensation for all structural damage or injury of every description which may arise to any houses or buildings on the said estates by or from the construction or working of the railway under any of the property not being the sub-soil or under surface of the roadway or footway of Wilson Street and Paul Street and the Ecclesiastical Commissioners or their lessees may claim and receive and recover such compensation from the Company notwithstanding that no part of any such houses or buildings shall have been actually taken :
- (3.) This enactment shall not be deemed to preclude any claim for compensation or otherwise under any other provision of this Act or under the general law.

74. With respect to so much of the railway as shall be constructed under any portion of the estates of the Ecclesiastical Commissioners situate in the parishes of Saint Luke and Saint Leonard Shoreditch in the county of Middlesex the following provisions shall notwithstanding any other provision of this Act have effect namely :—

For protection of lessees and tenants on estates of Ecclesiastical Commissioners.

- (1.) The Company shall not raise the level of their rails above the line shown on the deposited sections as “ the line corresponding with upper surface of rails ” and shall not construct or raise the crown of any tunnel nearer to the road level in Wilson Street and Paul Street than a distance of at least thirty feet without the written consent of Arthur Thomas Walmisley or in the event of his death or inability to act of some other engineer to be appointed on behalf of their lessees or tenants by the Ecclesiastical Commissioners and the powers of vertical deviation in this Act contained are hereby modified and restrained to the extent herein mentioned :
- (2.) Arthur Thomas Walmisley or some other engineer so appointed as aforesaid may from time to time inspect the works and working plans within the said limits during construction and the Company shall give him necessary facilities for such inspection and the reasonable costs of such inspection shall be paid by the Company from time to time :
- (3.) If any machinery instrument apparatus or process employed used or carried on in or for the purposes of any profession business or occupation now exercised conducted or carried on at the premises known as number 23 Cross Street Finsbury and numbers 65 67 and 69 Wilson Street Finsbury shall be in any

A.D. 1894.

wise prejudicially affected by the construction or working of the railway the Company shall pay compensation to the lessees or tenants of such premises in respect thereof and the amount of such compensation shall in case of difference be determined by arbitration :

- (4.) The expression "the estates" of the Ecclesiastical Commissioners shall not be deemed to include for the purpose of this enactment the sub-soil and under surface of the roadway or footway of Wilson Street and Paul Street but this enactment shall not be deemed to preclude any claim for compensation or otherwise under any other provisions of this Act or under the general law.

For the protection of the Tottenham Local Board.

75. For the protection of the local board for the district of Tottenham in the county of Middlesex (herein-after called "the local board") the following provisions shall have effect unless otherwise agreed between the local board and the Company (that is to say) :—

- (1.) The Company shall make and maintain a bridge with approaches over the lane known as Bailey's Lane commencing and terminating in the parish of Tottenham at or near a point six furlongs two and a half chains from the commencement of Railway No. 7 before described such bridge to have a minimum height and span of sixteen feet and forty feet respectively :
- (2.) The Company shall make and maintain a brick culvert in the said parish of Tottenham at or near a point six furlongs three and a half chains from the commencement of Railway No. 7 before described across the said Railway No. 7 such brick culvert to have a minimum height and width of four feet and five feet respectively :
- (3.) The Company shall make and maintain an egg-shaped culvert together with a man-hole at each end thereof in the said parish of Tottenham at or near a point one mile from the commencement of Railway No. 7 before described across the said railway such egg-shaped culvert to have a minimum height and width of five feet and three feet nine inches respectively :
- (4.) Where any works to be done by the Company by virtue of this Act shall or may pass over or under or interfere with any sewer drain or work under the jurisdiction or control of the local board or any sewers or works to be made or executed by the local board or shall or may in any way affect the sewerage or drainage of the district under their control the Company shall not commence such works until they shall have given to the local board one month's previous notice in writing of their

A.D. 1894.

intention to commence the same by leaving such notice at the principal office of the local board for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the local board shall have signified their approval of the same unless the local board do not signify their approval disapproval or other directions within one month after the service of the said plan section and particulars as aforesaid Provided that if any difference shall arise as to the said works it shall be referred to an engineer to be appointed by the Board of Trade on the application of either of the said parties interested and the Company shall comply with and conform to all directions and regulations of such reference in the execution of the said works and subject to such reference as aforesaid shall provide by new altered reconstructed or substituted works in such manner as the local board shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the local board 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 of the local board at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses occasioned by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by a referee to be appointed by the Board of Trade and be a debt due from the Company to the local board and when any new altered reconstructed or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the local board as any sewers or works now or hereafter may be.

76. For the protection of the Walthamstow Local Board (in this section referred to as "the local board") the following provisions shall (unless otherwise agreed on in writing between the local board and the Company) be binding upon the Company and full effect shall be given thereto viz. :—

For the protection of the Walthamstow Local Board. ■

A.D. 1894.

(1.) The Company shall not commence any of the works in the urban sanitary district of Walthamstow by this Act authorised which shall or may pass over under or by the side of or so as to interfere with the sewers of the local board until they shall have given to the local board one month's previous notice in writing of their intention to commence the same by depositing such notice at the principal office of the local board with plans and sections thereof as herein-after defined and until the local board shall have signified their approval of the same unless the local board do not signify their approval disapproval or other directions within one month after deposit of the said plans and sections as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works in such manner as the local board shall reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the local board against all expenses to be occasioned thereby and all such works shall be done by or under the direct superintendence and control of the surveyor or other officer of the local board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the local board may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the local board by the Company on demand and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direct jurisdiction and control of the local board as any sewers or works now or hereafter may be :

(2.) It shall not be lawful for the Company to remove any soil or material from under any road except such as must be excavated from the space to be occupied by the tunnels cuttings and stations and the approaches thereto :

(3.) The plans to be submitted to the local board for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and the manner in which and the levels at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the

local board proposed to be interfered with within the limits of deviation shown on the deposited plans and shall comprise detailed drawings of every alteration which the Company may propose to make in any such sewers :

- (4.) The local board may at the expense of the Company connect the sewers now existing in Clarendon Road Granville Road and Grove Road numbered respectively 30 39 and 52 on the deposited plans and book of reference relating to the Railway No. 4 by a twenty-one-inch pipe with the existing twenty-one-inch sewer in Queen's Road near the Tottenham and Forest Gate Railway :
- (5.) The Company shall be liable to make good all injuries or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the local board and the local board shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction :
- (6.) The approval by the local board of any plans or superintendence by the local board of any works under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise :
- (7.) The local board shall at all times hereafter be entitled to carry out and construct such further sewers drains or pipes or extensions to existing sewers drains or pipes as may from time to time be necessary for the requirements of their district over or under the railways and works of the Company in the said district without requiring or being entitled to any compensation or other payment therefor and the Company shall grant all reasonable facilities for the carrying out and construction of the necessary works :
- (8.) Every bridge to be constructed by the Company for carrying the railway over any road or street within the urban sanitary district of Walthamstow shall have a clear span of not less than forty feet :
- (9.) Every bridge to be constructed by the Company for carrying any road or street within the said urban sanitary district of Walthamstow over the railway shall have a width between the parapets thereof of not less than forty feet measured on the square :
- (10.) The Company shall not commence the erection of any such bridge as mentioned in the two preceding sub-sections until they shall have given to the local board twenty-one days notice in writing of their intention to commence the same by leaving

A.D. 1894.

such notice at the office of the local board with plans elevations sections and other necessary particulars of the construction of the said bridge and until the local board shall have signified their approval of the same unless the local board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the local board in the execution and subsequent maintenance of every bridge and the works connected therewith and shall save harmless the local board against all and every expense to be occasioned thereby and all the works to be done in connexion with such bridge shall be done to the reasonable satisfaction of the engineer of the local board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the local board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the local board by the Company on demand :

(11.) The Company shall construct a bridge ten feet wide and fifteen feet high over the footpath to Lea Bridge and the arch of such bridge shall be lined with white-glazed bricks and such bridge shall be maintained by the Company :

(12.) The abutments of all over bridges constructed over public roads in connexion with the said Railways Nos. 4 5 and 8 and all buildings erected in connexion with any or either of the said railways shall be erected on the building line in each street and if in any street there should be no building line the said abutments and buildings shall be set back ten feet on either side of the said street after allowing for a roadway forty feet in width :

(13.) Where the said railways are above the levels of the road and are constructed by means of a viaduct the arches of the said viaduct and all bridges carrying the said railways over any roadway shall be of a reasonably ornamental character and design such design to be approved by the engineer to the local board and such bridges shall be constructed and maintained so as to prevent the dripping of water therefrom on any part of the road or footway and so as to deaden as far as practicable the sound of engines carriages and traffic passing over them :

A.D. 1894.

(14.) The said bridges and the outer face of the said viaducts shall not be used for posting bills posters placards or advertisement boards of any kind other than boards to indicate the name of the station :

(15.) The Company shall pave the footpaths and metal kerb and channel to the satisfaction of the engineer of the local board all roadways under or over the said railways and the Company shall not break up or disturb any roadway until they shall have given to the local board seven days notice in writing of their intention so to do and all roadways which shall be broken up or disturbed by the Company shall be reinstated as soon as possible and be kept in repair by the Company for a period of twelve months after their reinstatement by the Company :

(16.) In constructing the said Railways numbered 4 5 6 and 8 the Company shall not alter the level of any of the roads streets or footpaths within the district of the local board :

(17.) If any difference shall arise between the local board and the Company with reference to any of the matters in this section the same shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either the local board or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration but the Company shall solely bear the expense of such arbitration including the reasonable fees of the engineer of the local board incurred under any of the provisions of this section and the local board shall not be put to any expense whatever in connexion therewith.

77. For the protection of the East London Waterworks Company (in this section referred to as "the water company") the following provisions shall have effect (that is to say) :—

For the protection of the East London Waterworks Company.

(1.) The Company shall not commence any of the works by this Act authorised which may pass over under or by the side of or so as to interfere with any property of the water company until they shall have given to the water company fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the water company with plans and sections thereof as herein-after defined and until the water company shall have signified their approval of the same (unless the water company do not signify their approval disapproval or other directions within fourteen days after service of the said plans and sections as aforesaid) and the Company shall comply with and conform to all reasonable orders directions and regulations of the water

A.D. 1894.

company in the execution of the said works and shall provide new altered or substituted works in such manner as the water company shall reasonably require for the proper protection of the property of the water company and for preventing any injury or impediment to the collection storage distribution or supply of water by the water company by reason of the intended works or any part thereof All such works shall so far only as they affect any works for the collection storage distribution or supply of water be done under the direction superintendence and control of the engineer or other officer of the water company at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the water company may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs supervision watching or otherwise shall be paid to the water company by the Company on demand 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 water company as the works now belonging to them for which such new altered or substituted works are substituted :

(2.) The plans to be submitted by the Company for the purposes of this Act shall be detailed plans drawings sections and specifications describing the position and manner in which and the level at which the works are proposed to be constructed and the position of all property of the water company within the limits of deviation shown on the deposited plans (for which purpose the water company will allow the Company access to plans in their possession to enable the Company to obtain reliable information) and shall comprise detailed drawings of every alteration which the Company may propose to make in any property of the water company :

(3.) The expense of all new works of strengthening all existing works and of all repairs or renewals of any property of the water company or of any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or resulting from the works of the Company whether during the construction of any works by this Act

authorised or at any time thereafter shall be borne and paid by the Company And the Company shall fully compensate the water company in respect of all damage or loss sustained by them by or by reason of any works by this Act authorised and whether resulting from construction or at any time thereafter And any amount from time to time payable by the Company hereunder may be recovered by the water company in any court of competent jurisdiction :

- (4.) If any interruption in the supply of water by the water company shall without the written authority of the water company be occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Company shall forfeit and pay to the water company for the use and benefit of the water company the sum of ten pounds for every hour during which such interruption shall continue such sum to be recovered by the water company in any court of competent jurisdiction :
- (5.) The water company their engineer and workmen may at all reasonable times enter upon the railway and works by this Act authorised where the same pass through the property of the water company for the purpose of laying and maintaining any water apparatus needful for carrying on their supply of water into through under or over the said railway and works and in every case in which the works of the Company shall interfere with the water apparatus of the water company the Company shall give every reasonable facility for provision being made so as to allow of such water apparatus being laid maintained or replaced by water apparatus of a larger size Provided always that all the provisions of this section in regard to the protection of the water company as against works of the Company shall apply mutatis mutandis for the protection of the Company against the water company in respect of any work or operation of the water company under this sub-section :
- (6.) If the Company under the powers of this Act acquire and appropriate any house or building served with water apparatus of the water company laid down and maintained by them in any street or place or stop up any such street or place so that the said apparatus or any part thereof becomes useless for supplying water the Company shall give twenty-eight days previous notice in writing to the water company of their intention so to do and shall to the satisfaction of the engineer for the time being of the water company take up and deliver to that Company all the said main pipes and water apparatus

A.D. 1894.

belonging to the water company which shall be laid in any such street or place :

(7.) In constructing Railway No. 4 where the same will cross or interfere with the feeder canal of the water company such railway shall from the west fence of the water company's said feeder canal to the east fence thereof a distance of one hundred and three feet measured in the square be carried over the said feeder canal and the banks thereof by a bridge or arch either of one clear span or of three spans the intermediate piers being carried on cylinders such cylinders to be placed outside the puddle banks of the said feeder canal and when the said railway shall be so carried over the said feeder canal the under-side or soffits of the said arches shall be at least forty feet above the Ordnance datum :

(8.) The Company shall not without the consent of the water company in writing under their common seal acquire any part of the land numbered on the deposited plans 12 and 13 in the parish of Walthamstow which may be westward of a line drawn parallel to and situated within one hundred feet of the centre line of the Great Eastern Railway Company adjoining such land :

(9.) Nothing in this section shall limit prejudice or affect the right of the water company to compensation in respect of any matter not provided for by this section or in respect of any land or property belonging to the water company which may be taken or acquired by the Company or may be injuriously affected by the execution of any works by this Act authorised :

(10.) Any question arising under the provisions of this section either as to any matter therein referred to arbitration or as to whether any objection or requirement of the water company is reasonable shall be determined by an arbitrator to be appointed on the application of either company by the Board of Trade.

For the protection of the New River Company.

78.—(1.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called "apparatus") of the New River Company (herein-after referred to as "the protected company") are situate the Company shall from time to time deliver to the protected company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the protected company at least fourteen days before the commencement of any such work :

If it should appear to the protected company that such works will interfere with or endanger any of their apparatus or impede the supply of water the protected company may give notice to the Company to take all necessary precautions and to execute and do all such works as may be necessary or reasonably expedient for preventing injury to the said apparatus and also to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus therefor in such manner as may be considered necessary and lay or place under the said apparatus cement concrete or other substances and any difference as to the necessity of such precautions works lowering alteration support substitution laying or placing cement concrete or other substances shall be settled as herein-after provided and all such works matters and things shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if 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 such works so require the protected company may by their own engineer or workmen do and execute such works matters and things so far as they interfere with or affect the apparatus of the protected company and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution thereof to be recovered by the protected company against the Company in any court of competent jurisdiction.

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

(4.) If any interruption in the supply of water by the protected company shall without the written authority of the protected company be in any way occasioned by the Company or by the act

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894. — 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 protected company for the use and benefit of the protected company a sum not exceeding ten pounds for every hour during which such interruption shall continue such sum to be recovered by the protected company against the Company in any court of competent jurisdiction.

(5.) The expense of all works of maintenance repair or renewal of any apparatus of the protected company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the railway and works or at any time thereafter shall be borne and paid by the Company and may be recovered by the protected company against the Company in any court of competent jurisdiction.

(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 where there are 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 maintaining repairing removing or replacing or extending the apparatus of the protected company 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 user of any of the works by this Act authorised And provided also that the protected company shall make good and reimburse to the Company all damages to the works by this Act authorised occasioned by exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction.

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

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

A.D. 1894.
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For protection of the Gas Light and Coke Company.

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

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

A.D. 1894.

other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered :

(c.) If any interruption whatever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of ten pounds for every hour during which such interruption shall continue :

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

(e.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any work authorised by this Act to

be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid :

- (F.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called "apparatus") of the gas company are situate the Company shall from time to time whenever the Company's works are or are intended to be executed within fifteen feet of a main of the gas company deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the gas company at least fourteen days before the commencement of any such work If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction :
- (G.) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith :

[Ch. ccxvi.] *London Walthamstow and Epping Forest Railway Act, 1894.* [57 & 58 VICT.]

A.D. 1894.

- (H.) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company to be recovered against the Company in any court of competent jurisdiction :
- (I.) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the gas company or with any requirement of the gas company or in accordance with any direction or award of an arbitrator shall not excuse the Company from paying or making good to the gas company under this Act any costs losses damages expenses interruption or compensation or from indemnifying the gas company under this Act :
- (J.) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment and any disagreement within section 19 of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as the said arbitrator may direct.

For the protection of Lee Conservancy Board.

80. For the protection of the Lee Conservancy Board (hereinafter called "the Lee Board") the following provisions shall have effect :—

- (1.) In carrying the Railways Nos. 4 and 6 and the works connected therewith across the River Lee Navigation at Clapton the Company shall at their own expense construct and for ever thereafter maintain and keep in good and sufficient repair good and substantial girder bridges across the said river and towing-path each of one span or opening of not less than eighty feet square span in the clear with the soffit or underside in no place less than twenty feet above the fixed head level of the said river also four land arches on the east side of thirty-five feet span each and shall construct and for ever thereafter maintain and keep in good repair a towing-path wall under each of the said bridges for a distance of one hundred feet on each side of the same and the coping of such walls shall not be less than eighteen inches above the level of the river and the

foundations of the abutments of each of such bridges and of the retaining and towing-path walls respectively shall be carried to such a depth as to allow for the future deepening of the navigation there but such depth shall not exceed three feet below the present depth of the river : A.D 1894.

- (2.) The Company shall not commence the said bridges and walls until they shall have given to the Lee Board twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the Lee Board with plans and sections thereof and until the Lee Board shall have signified their approval of the same unless the Lee Board do not signify their approval disapproval or other directions within twenty-one days after service of the said plans and sections as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the Lee Board in the execution of the said works and the said works shall be commenced and carried on and completed under the superintendence and to the reasonable satisfaction of their engineer whose reasonable charges shall be paid by the Company and the Company shall at all times during the construction of the said bridge and other works and any future repairs thereof leave for the free and uninterrupted passage of boats barges and other vessels along the said navigation an open and uninterrupted navigable waterway of the width of forty feet at the least and an uninterrupted horseway of the width of eight feet at the least the waterway having a clear height or headway of at least ten feet above the standard level of the water And in case during the progress of any such works damage shall be occasioned thereby to the said navigation or towing-path or to any boat barge or other vessel navigating the said river or to any works of the navigation the Company shall make compensation for any such damage done also under such superintendence and to such reasonable satisfaction as aforesaid restore the same to as good and efficient state and condition as the same were in prior to the occasioning of any such damage Provided always that if the Lee Board shall within the space of twenty-one days after submission to them of such plans together with a request in writing to approve the same disapprove thereof or any part thereof then and in such case the plans so submitted shall be referred to an engineer to be appointed by the Board of Trade upon the application of either party and the decision of such engineer shall be final and conclusive between the parties.

A.D.1894.

For protec-
tion of works
of Havering
Dagenham
&c. Com-
missioners of
Sewers.

81. 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 river sewer drain watercourse river wall defence or work under the jurisdiction or control of the commissioners of sewers for the levels of Havering and Dagenham Ripple Barking Eastham Leyton and Walthamstow in the respective counties of Essex Middlesex and Kent (herein-after called "the commissioners") or may in any way affect the drainage of the districts under their control the Company shall not commence such works until they shall have given to the said commissioners fourteen days notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the said commissioners with plans elevations sections and other necessary particulars of the construction of the said works and until the said commissioners shall have signified their approval of the same unless the said commissioners fail to signify such approval or their disapproval or other directions within fourteen days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said commissioners in the execution and subsequent maintenance of the said works and shall provide by new altered or substituted works in such manner as the commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the rivers sewers drains river walls and other 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 shall be done under the superintendence and to the reasonable satisfaction of the surveyor engineer or other officer or officers of the said commissioners 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 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 by the commissioners officers shall be paid to the commissioners by the Company on demand and when any new altered or substituted work 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 ever thereafter be maintained by the Company to the reasonable satisfaction of the surveyor or engineer to the commissioners for the time being and the said works shall 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 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 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 to be appointed by the Board of Trade whose decision shall be final.

A.D. 1894.

82. Whereas Railways Nos. 1 and 2 are intended to cross the Regent's Canal at and under Whitmore Road Bridge shown on the deposited plans in the parish of St. Leonard's Shoreditch in the county of London and it is expedient to make the following provisions in consequence thereof:—

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

- (1.) Nothing in this Act or in the Acts wholly or partially incorporated herewith contained except as herein-after expressed shall take away diminish alter prejudice or affect any of the rights privileges powers or authorities vested in the North Metropolitan Railway and Canal Company (herein-after called "the canal company") or authorise or empower the Company to alter the line or level of the said canal or of the towing-path thereof or of the railway authorised to be constructed by the Regent's Canal City and Docks Railway Act 1882 and herein-after called "the authorised railway" or of any part or parts thereof respectively or to obstruct or impede the navigation of the said canal or any part thereof or to divert intercept cut off take use or diminish any of the waters in the canal or which may be taken for the use of or which supply the canal or to injure alter or interfere with the said authorised railway or any of the works of the canal and it shall not be lawful for the Company in passing under the said canal to make any deviation upwards for a greater height than five feet from the level of the said railway as delineated and described on the said deposited sections thereof or to diminish or alter the width or depth of the waterway of the said canal or the width of the towing-path thereof or of the said authorised railway or to take or use for the purposes of the said railway any part of the said canal or of the locks wharves side ponds laybys towing-path bridges banks or other works belonging to the said canal or any part thereof or any land belonging to the canal company or any water of the said canal without the previous

A.D. 1894.

consent of the canal company under their common seal first had and obtained and nothing herein contained shall compel the canal company to convey or assign to the Company the fee simple of the land belonging to them under which the said railway and the works connected therewith are intended to pass but the same shall remain vested in the canal company subject nevertheless to the right of the Company and their successors for ever hereafter to have use and possess such way and passage for the said railway and works by means of tunnels under the said canal as described in the said plans and sections together with all rights and easements necessary to their due use and enjoyment of the same :

- (2.) For the purpose of carrying the railway hereby authorised to be made under the said canal and the towing-path bridge and other works belonging thereto tunnels shall be formed of steel iron or other suitable metal and which are to be made and for ever thereafter maintained and kept in good substantial and watertight repair and condition by the Company and all the works for the formation of the said tunnels and for all repairs and renewals thereof or for any temporary works that may be required from time to time shall be constructed and made and formed according to plans and specifications to be submitted to and approved of by the engineer for the time being of the canal company previously to the commencement of the works and shall be commenced carried on and completed under the superintendence and to the reasonable satisfaction of such engineer and so that no obstruction or interruption shall be caused to the boats or barges passing along the said canal or to the horses towing the same and in case during the progress of any such works any damage shall be occasioned to the said canal or the towing-path bridge or other works of the canal the Company shall under such superintendence and to such reasonable satisfaction as aforesaid restore the same to the same state and condition as before the happening of any such damage and if the works connected with the said tunnels or any part thereof shall be imperfectly constructed or if at any time or times hereafter the said tunnels or any part thereof shall be out of repair or any loss of water or any obstruction or interruption to the navigation of the said canal shall occur and notice thereof in writing shall be given by any agent of the canal company to the Company or their secretary or other officer and in case the Company shall not for the space of fourteen days after such notice shall have been given or forthwith thereafter if the

nature of the case shall require sufficiently and effectually amend such construction or repair such tunnels or works or make good and prevent such loss of water or remove such obstruction or interruption as the case may be under such superintendence and to such reasonable satisfaction as aforesaid and complete the same with all reasonable expedition it shall be lawful for the canal company from time to time to make good such construction and perform such repairs to make good and prevent such loss of water or to remove such obstruction or interruption as aforesaid as the case may require and the Company shall and they are hereby required from time to time to pay to the canal company or to their secretary for the time being within fourteen days after demand all the costs and expenses which may be incurred by them in that behalf and shall also pay to the said engineer his charges for his services and supervision in connexion with or incidental to the carrying out of any of the works that the Company are authorised and are under obligation to carry out by this section :

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

A.D. 1894.

Company shall pay to the canal company the sum of twenty pounds as and for liquidated damages for every hour during which such obstruction or interruption shall continue. Provided always that if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours or shall be caused by any wilful act neglect or omission on the part of the Company or any of their agents servants or workmen then and in every such case the Company shall pay to the canal company the sum of fifty pounds as and for liquidated damages for every hour after the said seventy-two hours during which such obstruction or interruption shall continue. Provided always that if any difference of opinion shall occur between the canal company and the Company or between their respective engineers concerning the effect of the said works with relation to the canal or concerning any leakage occasioned thereby or the extent of such leakage the same shall be referred to arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration :

(4.) Nothing in this Act or in the Acts wholly or partially incorporated with this Act contained shall except as herein mentioned prevent the canal company from at any time making constructing or carrying out any of the powers and works authorised by the Regent's Canal City and Docks Railway Act 1882 or any Act or Acts of Parliament now passed amending or varying the same and nothing in this Act or in the Acts wholly or partially incorporated with this Act as aforesaid shall entitle the Company to any compensation for any damage or otherwise howsoever which they may sustain by reason of the canal company carrying such powers into effect :

(5.) Nothing herein contained shall extend to prevent the canal company or any owner of boats or barges or horses or any other or every other person whomsoever from recovering from the Company in addition to the said liquidated damages the amount of any special damage that may be sustained by them or him or that they may be liable to pay for or on account or by reason or in consequence of the acts neglects or defaults of the Company or of their servants or by reason of the flowing or escape of the water out of the said canal if the same shall be caused or happen by reason of the making or maintaining or repairing of the said railway or the said tunnels and other works connected therewith beyond the amount of such liquidated damages as aforesaid and the canal company and any such owner or other person are and is hereby authorised

to sue for such special damage in any court of competent jurisdiction. A.D. 1894.

83. The following provisions for the protection of the North Metropolitan Tramways Company (herein-after called "the tramways company") shall unless otherwise agreed between the tramways company and the Company be observed and have effect (that is to say):—

For the protection of the North Metropolitan Tramways Company.

(1.) Notwithstanding anything contained in this Act the Company shall not in the execution of the works by this Act authorised interfere with interrupt or obstruct the tramways works or traffic of the tramways company :

(2.) If during or by reason of the execution maintenance or repair or failure of the works authorised by this Act the said tramways or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the tramways company may make good the same and recover the costs thereof against the Company in any court of competent jurisdiction :

(3.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the tramways company all costs losses damages and expenses which may be occasioned to the said tramways belonging to the tramways company or to any of the works or property thereof or to any person or persons using the same or otherwise by reason of the execution maintenance or repair or failure of the works by this Act authorised or by reason of any obstruction to the traffic of the tramways company or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the tramways company from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission.

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

For the protection of the North London Railway Company.

(1.) The Company shall construct Railway No. 3 where the same is intended to pass under the North London Railway and the works lands and property in connexion therewith so as not to deviate upwards to a greater extent than five feet from the levels thereof shown on the deposited sections (except with the

A.D. 1894.

consent in writing of the North London Company under their common seal) and by two separate tunnels as described in the note thereon and so as to keep open and leave undisturbed at all times the lines of railway and other works in connexion therewith of the North London Company and without any greater interference with the sub-soil than is absolutely necessary for the construction of Railway No. 3 in the manner herein-before prescribed and without any interference with or opening of the surface of the ground at the crossing under the North London Railway :

- (2.) The Company shall before they commence the construction of so much of Railway No. 3 as shall or may pass under the railways of the North London Company where such railways pass under the Kingsland High Street submit to the North London Company proper and sufficient plans sections and specifications of the works proposed to be carried out for the reasonable approval of their principal engineer for the time being Provided that if such principal engineer shall for the space of one month neglect or refuse to approve the said plans sections and specifications or shall disapprove the same then such plans sections and specifications shall be submitted to and approved by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Company or the North London Company and such portion of railway and all works necessary or incident to the construction thereof or affecting the property and works of the North London Company shall be constructed only according to such plans sections and specifications as shall be reasonably approved as aforesaid and under the superintendence and to the reasonable satisfaction of the said principal engineer and at the costs charges and expenses in all respects of the Company :
- (3.) If it shall at any time appear to the said principal engineer either during the construction or after the completion of the said portion of Railway No. 3 that any further or other works or appliances are required either by way of addition to the existing works of the North London Company or in connexion with the works of the said portion of Railway No. 3 so as to prevent subsidence or injury happening to any of the railways of the North London Company owing to or in consequence of the execution of any of the works by this Act authorised the Company shall on being thereunto required in writing under the hand of the said principal engineer make and execute at

their own expense such works as the said principal engineer shall require: A.D. 1894.

- (4.) The Company shall at their own expense construct and at all times maintain so much of the railway and works by this Act authorised and mentioned in sub-section 2 of this section and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the North London Company and also any further works which may be constructed under the provisions of the last preceding sub-section in substantial repair and good order and condition to the reasonable satisfaction in all respects of the said principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North London Company and if and whenever the Company fail so to do the North London Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the North London Company may reasonably think requisite and the sum from time to time certified by such principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered with full costs by the North London Company from the Company in any court of competent jurisdiction. Provided always that in the event of any dispute between the Company and the North London Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers:
- (5.) If during the execution of any of the works herein-before referred to the said railways of the North London Company or any of the works connected therewith respectively or any lands or property of that Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the North London Company may make good the same and recover the amount expended in so doing with full costs from the Company in any court of competent jurisdiction.:
- (6.) The Company shall not in making and maintaining Railway No. 3 and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railways of the North London Company or any traffic thereon and if at any time or times hereafter the free and

A.D. 1894.

uninterrupted and safe user of the said railways or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the North London Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption or interference such costs and expenses and compensation to be recoverable with full costs by the North London Company from the Company in any court of competent jurisdiction :

(7.) During the construction of so much of the railway and works by this Act authorised and mentioned in sub-section 2 and of any of the further works mentioned in sub-section 3 of this section the Company shall bear and on demand pay to the North London Company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching their said railways and the works and conveniences connected therewith and their said lands or property with reference to and during the execution of the intended railway and works and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise :

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

For the protection of the Great Eastern Railway Company.

85. For the protection of the Great Eastern Railway Company (herein-after called "the Great Eastern Company") the following provisions and conditions shall (unless otherwise agreed) in addition to all other provisions for their protection contained in this Act or any Act incorporated therewith be binding upon the Company and have effect :—

A.D. 1894.

- (1.) The crossings of the respective railways authorised by this Act to be constructed where the same cross over or under the railways of the Great Eastern Company shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved by the principal engineer for the time being of the Great Eastern Company :
- (2.) The Company shall construct so much of Railway No. 3 as will be made to pass under the Enfield Branch Railway of the Great Eastern Company numbered 128 on the deposited plans in the parish of St. John at Hackney so as to leave undisturbed at all times and in such a manner as not to allow of any subsidence of or cause any injury to the said branch railway and other works connected therewith and also so as to allow of the widening of the said branch railway at the point where Railway No. 3 will cross under the said branch railway by the laying down of additional lines of railway within the existing boundaries of the lands of the Great Eastern Company :
- (3.) Railway No. 4 shall be carried over the Cambridge Main Line and the Chingford Branch Line of the Great Eastern Company numbered 3 on the deposited plans in the parish of Walthamstow by means of a girder bridge with a clear headway throughout of fourteen feet six inches above the rail level of the said Cambridge Main Line and Chingford Branch Line and with one clear span of sufficient width to permit the widening of the said Cambridge Main Line on the west side thereof and the said Chingford Branch Line on the east side thereof by the laying down of two additional lines of railway on the west side of the said Cambridge Main Line and on the east side of the said Chingford Branch Line respectively. The abutment of the said bridge on the west side of the said Cambridge Main Line shall be erected at a distance of thirty-three feet westward from the existing westernmost rail on the said Cambridge Main Line and parallel with the existing rails. The abutment of the said bridge on the east side of the said Chingford Branch Line shall be erected at a distance of thirty-three feet eastward from the existing easternmost rail on the said Chingford Branch Line and parallel with the existing rails :
- (4.) Railway No. 4 shall be carried over the Cambridge Main Line and sidings of the Great Eastern Company numbered 28 on the deposited plans in the parish of Walthamstow and numbered 28 on the deposited plans in the parish of Leyton otherwise Low Leyton by means of a girder bridge with a clear headway

A.D. 1894.

throughout of fourteen feet six inches above the rail level of the said Cambridge Main Line and sidings and with one clear span of not less than one hundred and twenty feet measured square to the face of the abutments of the said bridge and the abutments shall be erected parallel with the rails of the said Cambridge Main Line :

- (5.) The Company shall construct so much of Railway No. 4 as will be made to pass under the Chingford Branch Line of the Great Eastern Company numbered 141 on the deposited plans in the parish of Walthamstow so as to leave undisturbed at all times the lines of railway upon the said branch and the other works connected therewith and the bridge under the said branch shall be constructed of a sufficient width to allow of the laying down of two additional lines of railway by the Great Eastern Company :
- (6.) The junction of Railway No. 6 with the Cambridge Main Line of the Great Eastern Company and the junction of Railway No. 8 with the Chingford Branch Line of the Great Eastern Company shall be respectively effected at such point and in such manner and according to such mode of construction as shall be reasonably approved by the principal engineer for the time being of the Great Eastern Company before the commencement of the work. The Great Eastern Company may at any time or times hereafter if deemed necessary by them for the widening alteration or improvement of their railways or works alter or remove the said junctions or either of them and substitute therefor a new junction or junctions and works at the cost and expense in all respects of the Company. Such altered or substituted junction and works shall be maintained at the expense of the Company :
- (7.) The Company shall not without the consent in writing of the Great Eastern Company under their common seal enter upon take use or interfere with any of the railways of the Great Eastern Company or any of the lands or works of that Company nor execute any works whatever which will be carried over or pass under or in any way affect or interfere with the same until the Company shall have delivered to the Great Eastern Company plans elevations sections and specifications of such intended works or of any subsequent works for the maintenance repair or renewal thereof and until those plans elevations sections and specifications shall have been approved in writing by the principal engineer for the time being of the Great Eastern Company and all the intended works or any subsequent works

for the maintenance and repair or renewal thereof under over or affecting or interfering with the railways and works of the Great Eastern Company shall be executed by the Company according to such approved plans elevations sections and specifications and under the superintendence and control and to the reasonable satisfaction of the said principal engineer of the Great Eastern Company and at the expense of the Company in all things Provided that if the said engineer shall not have expressed his approval or disapproval of the said plans elevations sections and specifications within twenty-eight days after the same shall have been submitted to him he shall be deemed to have approved thereof : A.D. 1894.

(8.) The railways and other works by this Act authorised where they are carried over or pass under or in anywise affect the railways works or lands of the Great Eastern Company or any works for the maintenance repair or renewal thereof shall after the commencement thereof be proceeded with with all practicable despatch and if in the opinion of the principal engineer of the Great Eastern Company the Company shall not be proceeding in the construction and execution of the said railways and other works or any of them with all despatch as aforesaid it shall be lawful for the Great Eastern Company without let or hindrance from the Company their contractors or servants to enter upon the land and property required or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said railways and works or so much thereof as the principal engineer of the Great Eastern Company may consider desirable or expedient for the safety of their railways property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said railways and works had not been commenced or constructed and the Company shall on demand repay to the Great Eastern Company all payments costs damages and expenses which they may incur become liable for or be put to in or about the matter aforesaid :

(9.) During the construction of the railways and works by this Act authorised or of any subsequent works for the maintenance repair or renewal thereof under over adjoining near to or affecting the Great Eastern Railway the Company shall bear and forthwith on demand pay to the Great Eastern Company the expense of the employment by them of a sufficient number

A.D. 1894.

of inspectors signalmen and watchmen to be appointed by that Company for watching their railways and their works with reference to and during the execution of the intended works or of any subsequent works for the maintenance repair or renewal thereof and for preventing as far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or from acts or defaults of their contractors or any of their servants agents or workmen or otherwise :

(10.) The Company shall at all times maintain the bridges and other works by which the railways and works authorised by this Act shall be carried over or pass under the railways sidings or other works or lands of the Great Eastern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer for the time being of that Company and if and whenever the Company fail so to do the Great Eastern Company may make and do in and upon as well the lands of the Company as their own lands all such repairs and works as that Company may reasonably think requisite and the sum from time to time certified by the then principal engineer of the Great Eastern Company to be the reasonable amount of such expenditure shall forthwith on demand be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Great Eastern Company from the Company in any court of competent jurisdiction :

(11.) The Company or their contractors agents servants or workmen shall not in constructing the railways bridges and works or in maintaining repairing or renewing the same over or under the railways of the Great Eastern Company obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the Great Eastern Company or any traffic thereon and if any such obstruction or interference shall be caused or the railways of the Great Eastern Company shall be injured or damaged or the traffic thereon impeded the Company shall compensate the Great Eastern Company for all loss damages costs charges and expenses to which that company may be put thereby and shall also pay by way of liquidated damages to the Great Eastern Company one hundred pounds for every hour during which such traffic shall be impeded upon any of their railways :

(12.) The Company shall indemnify the Great Eastern Company against all damages or compensation which may be recovered against them by reason of the interruption of the traffic on any

A.D. 1894.

of their railways or by reason of any accident, thereon which interruption or accident shall have been occasioned either directly or indirectly by the acts or defaults of the Company or any of their contractors or their respective agents servants or workmen :

(13.) If by reason of the construction of any of the railways or works or any junction or altered or substituted junction it shall become necessary to add to or alter any signal cabins signal posts or signals or other works upon the railways of the Great Eastern Company the same shall be so added to or altered by that company and the expense thereof shall be repaid to them by the Company forthwith on demand and the cost of the maintenance of any such additional or altered signal cabins signal posts or other works that may have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the Great Eastern Company by the Company :

(14.) The Company shall from time to time pay to the principal engineer for the time being of the Great Eastern Company his reasonable charges for his services and superintendence in connexion with and incidental to the carrying out of any works which the Company is authorised or under obligation to carry out by this section :

(15.) Except as herein provided for the purposes of junctions with or crossing over or under the Great Eastern Railway the Company shall not take or acquire any rights over under or upon any land of the Great Eastern Company and save as aforesaid nothing in this Act contained shall extend to, authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Eastern Company or to alter vary or interfere with the railways of that company or with any of the works thereof further or otherwise than is necessary for the construction of the railways and works by this Act authorised without the consent in writing in every instance for that purpose had and obtained of the Great Eastern Company under their common seal and with respect to any lands of the Great Eastern Company which the Company are authorised to use enter upon or interfere with the Company shall not purchase and take the same but the Company may purchase and take and the Great Eastern Company shall sell or grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same

A.D. 1894.

The price or compensation to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

- (16.) Any difference not otherwise in this section provided for which may arise between the Company and the Great Eastern Company under this enactment or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

For the
protection of
the Tottenham
and
Hampstead
Junction
Railway
Company:

86. In constructing the Railway No. 7 by this Act authorised the Company shall conform to the following provisions for the protection of the Tottenham and Hampstead Junction Railway Company (in this section called "the Tottenham Company") :—

- (1.) The junction of the said Railway No. 7 with the railway of the Tottenham Company shall be made at such points and in such manner and according to such mode of construction as shall be reasonably approved by the principal engineer of the Great Eastern Railway Company before the commencement of the work. The Tottenham Company may at any time or times hereafter if deemed necessary by them for the widening alteration or improvement of their railways or works alter or remove the said junction and substitute therefor a new junction and works at the cost and expense in all respects of the Company and such altered or substituted junction and works shall be maintained at the expense of the Company :
- (2.) If by reason of the construction of the said railway or works or any junction or altered or substituted junction it shall become necessary to add to or alter any signal cabins signal posts or signals or other works upon the railways of the Tottenham Company the same shall be so added to or altered by that company and the expense thereof shall be repaid to them by the Company forthwith on demand and the cost of the maintenance of any such additional or altered signal cabins signal posts or other works that may have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the Tottenham Company by the Company :
- (3.) All works both temporary and permanent affecting the lands railway or other property of the Tottenham Company shall be constructed according to such plans and sections as shall be previously submitted to and approved by and to the reasonable satisfaction of the principal engineer of the Great Eastern

Railway Company Provided always that if the said engineer shall within the space of one month after submission to him of such plans and sections together with a request in writing to approve the same disapprove thereof then and in such case the plans and sections so submitted shall be referred to an engineer to be appointed by the Board of Trade upon the application of either party and the decision of such engineer shall be final and conclusive between the parties :

A.D. 1894.

- (4.) The Company shall construct and at all times maintain the said railways and works by this Act authorised so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the railway of the Tottenham Company or the works connected therewith or the traffic thereon :
- (5.) The Company shall at all times maintain the junction and substituted junction and other works herein-before provided for in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the Great Eastern Railway Company and if and whenever the Company fail so to do the Tottenham Company may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in case of any difference between the Company and the said principal engineer under this subsection the same shall be determined by an engineer to be appointed as herein-before provided :
- (6.) The Company shall not without in every case obtaining the previous consent of the Tottenham Company in writing under their common seal take use enter upon or interfere with any of the lands railways works or property from time to time belonging to or in the possession or under the power of the Tottenham Company except only such part or parts of their said lands as it shall be absolutely necessary for the Company to enter upon or interfere with for the purpose of constructing and maintaining the works for effecting the junctions aforesaid and with respect to such part or parts of the said lands as aforesaid the Company shall not purchase or take the same but the Company may purchase and take and the Tottenham Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :

A.D. 1894.

For the
protection
of the
Tottenham
and Forest
Gate
Railway
Company.

(7.) The cost of all works both temporary and permanent on or affecting lands of the Tottenham Company shall be paid by the Company.

87. For the protection of the Tottenham and Forest Gate Railway Company (herein-after called "the Forest Gate Company") the following provisions and conditions shall unless otherwise agreed in addition to all other provisions for their protection contained in this Act be binding upon the Company and have effect:—

(1.) The crossing over the railway of the Forest Gate Company by Railway No. 4 shall be effected at such point within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved by the engineer for the time being of the Forest Gate Company:

Provided that the said Railway No. 4 shall be carried over the railway of the Forest Gate Company by means of a girder bridge with a clear headway throughout not less than fourteen feet six inches above the rail level and with one clear span of fifty feet on the square of a width sufficient to permit the widening of the said railway of the Forest Gate Company on the south-west side thereof by the laying down of two additional lines of railway on the south-west side thereof:

(2.) The Company shall not without the consent in writing of the Forest Gate Company under their common seal enter upon take use or interfere with any of the railways of the Forest Gate Company or any of the lands or works of that Company nor execute any works whatever which will in any way affect or interfere with the same until the Company shall have delivered to the Forest Gate Company plans elevations sections and specifications of such intended works or of any subsequent works for the maintenance repair or renewal thereof and until those plans elevations sections and specifications shall have been approved in writing by the engineer for the time being of the Forest Gate Company and all the intended works and any subsequent works for the maintenance and repair or renewal thereof affecting or interfering with the railways and works of the Forest Gate Company shall be executed by the Company according to such approved plans elevations sections and specifications and under the superintendence and control and to the reasonable satisfaction of the said engineer of the Forest Gate Company and at the expense of the Company in all things Provided that if the said engineer shall not have

A.D. 1894.

expressed his approval or disapproval of the said plans elevations sections and specifications within twenty-eight days after the same shall have been submitted to him he shall be deemed to have approved thereof :

- (3.) The railways and other works by this Act authorised where they in any way affect the railways works or lands of the Forest Gate Company or any works for the maintenance repair or renewal thereof shall after the commencement thereof be proceeded with with all practicable despatch and if in the opinion of the engineer of the Forest Gate Company the Company shall not be proceeding in the construction and execution of the said railways and other works or any of them with all despatch as aforesaid it shall be lawful for the Forest Gate Company to enter upon the land and property required or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said railways and works or of so much thereof as the engineer of the Forest Gate Company may consider desirable or expedient for the safety of their railway property or works or for preventing or removing any obstruction or interference with the safe and convenient use or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said railways and works had not been commenced or constructed and the Company shall on demand repay to the Forest Gate Company all payments costs damages and expenses which they may incur become liable for or be put to in or about the matter aforesaid :
- (4.) During the construction of the railways and works by this Act authorised or of any subsequent works for the maintenance repair or renewal thereof over adjoining near to or affecting the Forest Gate Railway the Company shall bear and forthwith on demand pay to the Forest Gate Company the expense of the employment by them of a sufficient number of inspectors signalmen and watchmen to be appointed by that Company for watching their railways and their works with reference to and during the execution of the intended works or of any subsequent works for the maintenance repair or renewal thereof and for preventing as far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or from any acts or defaults of their contractors or any of their servants agents or workmen or otherwise :
- (5.) The Company shall at all times maintain the bridge and other works by which the railways and works authorised by

A.D. 1894.

this Act shall be carried over the railways sidings or other works or lands of the Forest Gate Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of that company and if and whenever the Company fail so to do the Forest Gate Company may make and do in and upon as well the lands of the Company as their own lands all such repairs and works as the Forest Gate Company may reasonably think requisite and the sum from time to time certified by the then engineer of the Forest Gate Company to be the reasonable amount of such expenditure shall forthwith on demand be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Forest Gate Company from the Company in any court of competent jurisdiction :

(6.) The Company or their contractors agents servants or workmen shall not in constructing the railways bridges and works or in maintaining repairing or renewing the same over the railways of the Forest Gate Company obstruct impede or interfere with the free and uninterrupted and safe use of the railway or other works of the Forest Gate Company or any traffic thereon and if any such obstruction or interference shall be caused or the railway of the Forest Gate Company shall be injured or damaged or the traffic thereon impeded the Company shall compensate the Forest Gate Company for all loss damages costs charges and expenses to which that company may be put thereby and shall also pay by way of liquidated damages to the Forest Gate Company one hundred pounds for every hour during which such traffic shall be impeded upon any of their railways :

(7.) The Company shall indemnify the Forest Gate Company against all damages or compensation which may be recovered against them by reason of the interruption of the traffic on any of their railways or by reason of any accident thereon which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective agents servants or workmen :

(8.) If by reason of the construction of any of the railways or works it shall become necessary to add to or alter any signal cabins signal posts or signals or other works upon the railways of the Forest Gate Company the same may be so added to or altered by that company and the expense thereof shall be repaid to them by the Company forthwith on demand and the cost of the maintenance of any such additional signal cabins

signal posts or other works that may have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the Forest Gate Company by the Company : A.D. 1894.
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(9.) The Company shall from time to time pay to the engineer for the time being of the Forest Gate Company his reasonable charges for his services and superintendence in connexion with and incidental to the carrying out of any works which the Company is authorised or under obligation to carry out by this section :

(10.) Except so far as necessary for the purpose of crossing over the railway of the Forest Gate Company in accordance with the provisions of this section the Company shall not acquire any rights over under or upon any land of the Forest Gate Company and except so far as necessary for that purpose nothing in this Act contained shall extend to authorise or enable the Company to enter upon take or use either temporarily or permanently any of the lands of the Forest Gate Company or to alter vary or interfere with the railways of that company or with any of the works thereof without the consent in writing in every instance for that purpose had and obtained of the Forest Gate Company under their common seal and with respect to any lands of the Forest Gate Company which the Company are authorised to use enter upon take or interfere with the Company shall not purchase and take the same but the Company may purchase and take and the Forest Gate Company shall sell and grant accordingly an easement or right of using the same for the purpose for which but for this enactment the Company might purchase and take the same The price or compensation to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

(11.) Any difference not otherwise in this section provided for which may arise between the Company and the Forest Gate Company under this enactment or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

88.—(1.) The Company shall not under the powers of this Act purchase or acquire in any parish within the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or beyond the metropolis in any borough or other urban sanitary district or any parish or part of a parish not being within

Restrictions on displacing persons of labouring class.

A.D. 1894. an urban sanitary district ten or more houses which on the fifteenth day of December next before the passing of this Act were or have since been occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

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

(B.) They shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

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

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new buildings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

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

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

said Secretary of State or the Local Government Board (as the case may be) out of the High Court. A.D. 1894.

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

Provided that the court may if it think fit reduce such penalty.

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

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purposes of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

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

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

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894.

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

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

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

(11.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

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

(13.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State or the Local Government Board (as the case may be) under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day

of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the said Secretary of State or the Local Government Board (as the case may be) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate. A.D. 1894.

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

89. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of ninety-six thousand nine hundred and thirty-nine pounds two and three-quarters per centum consolidated stock being five per centum on the amount of the estimate in respect of the railways by this Act authorised has been deposited with the Paymaster General for and on behalf of the Supreme Court (which sum is in this Act referred to as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway or any part thereof the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and shall be applied in the manner provided by the next following section of this Act. Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application

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

A.D. 1894. of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

90. If the Company do not previously to the expiration of the period limited for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors. Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for
completion
of works.

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

Tolls.

92. The Company may demand and take for the use of the railway by any other company or person with engines and carriages such reasonable tolls as they think fit.

93. The classification of merchandise traffic including perishable merchandise exceeding fifty-six pounds in weight by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Great Eastern Railway Company (Rates and Charges) Order Confirmation Act 1891 shall be applicable and apply to the Company as if it were one of the railway companies named in the schedule to the order confirmed by the said Act.

A.D. 1894.
Rates for
merchandise.

94. With respect to small parcels not exceeding five hundred pounds in weight conveyed by passenger trains other than small parcels of perishable merchandise exceeding fifty-six pounds in weight the Company may demand and take any charges not exceeding the following (that is to say):—

Charges for
small parcels.

For the carriage of small parcels on the railway:

For any parcel not exceeding seven pounds in weight threepence;

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

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

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

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit:

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

95. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say):—

Maximum
rates for
passengers.

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

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

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894.

Passengers
luggage.

96. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Foregoing
charges not
to apply to
special
trains:

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

Trains and
cheap fares
for labouring
classes:

98.—(1.) The Company shall at all times after the opening of the railway or any part thereof for conveyance of passengers run or provide a sufficient number of trains for the conveyance of workmen which shall stop either at all stations or at such stations as may be required for the convenience of any such workmen and shall be timed to arrive in London up to but not later than eight o'clock on every morning of the week except Sundays Christmas Day Good Friday and Bank Holidays.

(2.) The fares by such trains shall not exceed at any time—

For a distance not more than nine miles and the return journey fourpence.

(3.) From and after the expiration of five years from the opening of the railway or any part thereof the fares by such trains shall not exceed at any time for a distance not more than nine miles and the return journey—

By trains required to be run or provided under this section timed to arrive in London up to but not later than 7.15 in the morning twopence ;

By trains required to be run or provided under this section timed to arrive in London after 7.15 and up to but not later than eight in the morning fourpence.

(4.) "London" shall for the purposes of this section be deemed to include the stations at or near South Place Finsbury and Kingsland Road and any station that may be erected between those places.

(5.) A return ticket issued in pursuance of this section shall entitle the holder to return in a third-class carriage by any train during the day and to leave the train at the station from which the holder started or at any intermediate station at which the train shall stop.

A.D. 1894.

(6.) The Company shall publish and keep published in some conspicuous and convenient part of every station on the railway notice boards or placards setting forth the conditions on which workmen's tickets are issued the fares charged in respect thereof and the trains by which such tickets are available and shall also publish the like information in their book of time tables.

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

(8.) On complaint being made to the Board of Trade with respect to the sufficiency convenience number or times of workmen's trains arriving in London in the morning or the sufficiency of the accommodation provided thereby the Board of Trade may after inquiry order the Company to provide such further trains or accommodation as having regard to the circumstances may appear to the Board to be sufficient for the purposes of this section.

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

Working
class trains.

100. The Company may from time to time enter into and carry into effect contracts agreements and arrangements with any council corporation district board of works vestry or other local authority having the control or management of the streets or roads under which the railway or any works of the Company may be made or any of them for or with respect to the mode of construction of the railway and works by this Act authorised or any of them or any part or parts thereof respectively and the works and conveniences connected therewith and any incidental matters.

Power for
the Company
and the
public bodies
to agree with
respect to
the construc-
tion of the
railway &c.

101. The agreement dated the twenty-fourth day of April one thousand eight hundred and ninety-four between Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine on behalf of the Company of the one part and the Great Eastern Railway Company of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the Company as if they were parties thereto in the place of the said Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine and the same were under the common seal of the Company.

Confirmation
of agree-
ment with
the Great
Eastern
Railway
Company.

A.D. 1894.

Confirmation
of agreement
with Thomas
Arno.

102. The agreement dated the fourth day of May one thousand eight hundred and ninety-four between Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine on behalf of the Company of the one part and Thomas Arno of Park House Cawley Road South Hackney of the other part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the Company as if they were parties thereto in the place of the said Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine and the same were under the common seal of the Company.

Confirmation
of agreement
with the
trustees of
the late
Edward
Withers.

103. The agreement dated the twenty-sixth day of April one thousand eight hundred and ninety-four between Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine on behalf of the Company of the one part and Richard Edward Withers Alfred Edward Withers and Henry Entwisle Bury as trustees and executors of the late Edward Withers of the other part as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding upon the Company as if they were parties thereto in the place of the said Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine and the same were under the common seal of the Company.

Confirmation
of agreement
with Thomas
Kemmis
Bros.

104. The agreement dated the twenty-seventh day of July one thousand eight hundred and ninety-four between Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine on behalf of the Company of the one part and Thomas Kemmis Bros of the other part as set forth in the Sixth Schedule to this Act is hereby confirmed and made binding upon the Company as if they were parties thereto in the place of the said Reuben Button James Higham Abraham Surry Andrews and Charles Cleverly Paine and the same were under the common seal of the Company.

Saving for
Postmaster-
General.

105. Nothing in this Act or in the agreement set forth in the Third Schedule to this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Great Eastern Railway Company neither shall this Act or the said agreement extend to impose upon the Postmaster-General the

obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement made in pursuance thereof between the Postmaster-General and the Great Eastern Railway Company any larger number of telegraphic messages of that company free of charge than the Postmaster-General would have been bound to transmit had this Act not been passed. A.D. 1894.

106. Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained the Company may out of any moneys by this Act authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him respectively from the respective times of such payments until the expiration of the time by this Act limited for the completion of the works by this Act authorised or such less period as the directors may determine subject to the following conditions (that is to say):--

As to pay-
ment of
interest out
of capital
during con-
struction.

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

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894. amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision as to general Railway Acts.

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

Costs of Act.

109. 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.

SCHEDULES referred to in the foregoing Act.

A.D. 1894.

THE FIRST SCHEDULE.

SCHEDULE OF LANDS BUILDINGS AND PROPERTIES TO BE EXEMPTED FROM SECTION 92 OF THE LANDS CLAUSES CONSOLIDATION ACT 1845.

Parish.	No. on deposited Plan.
Saint John at Hackney - - -	298 313A 314A 317. \
Leyton - - -	34 105 145.
Walthamstow - - -	78 79 96 157.
Waltham Holy Cross - - -	16.

THE SECOND SCHEDULE.

LANDS AND PROPERTIES UNDER WHICH OWNERS MAY BE REQUIRED TO GRANT EASEMENTS.

Parish.	No. on deposited Plan.
Saint Luke - - -	2 to 14 inclusive 16 to 24 inclusive 28 to 39 inclusive.
Saint Leonard Shoreditch -	110 111 114 to 119 inclusive 121 to 126 inclusive 134 to 140 inclusive 142 to 147 inclusive 165 166 167 169 to 181 inclusive 184 to 206 inclusive 209 to 223 inclusive 225 226 227.
Saint John at Hackney -	3 to 7 inclusive 12 13 14 17 21 24 to 37 inclusive 39 to 53 inclusive 55 57 59 to 69 inclusive 71 to 78 inclusive 80 to 88d inclusive 89a to 93 inclusive 94 to 100 inclusive 102 103 105 106 107 to 112 inclusive 114 to 121 inclusive 123 to 129 inclusive 136 to 140 inclusive 142 to 146 inclusive 150 to 155 inclusive 158 to 164 inclusive 168 to 174 inclusive 177 to 186 inclusive 190 to 205 inclusive 209 to 212 inclusive 214 to 236 inclusive 239 241 to 244 inclusive 246 247 250 to 257 inclusive 264 to 271 inclusive 275 276 277 280 281 284 285 286.

A.D. 1894.

THE THIRD SCHEDULE.

AN AGREEMENT made the twenty-fourth day of April one thousand eight hundred and ninety-four between REUBEN BUTTON of Stamford Hill in the county of London Gentleman JAMES HIGHAM of 2 Coleman Street in the city of London Esquire ABRAHAM SURRY ANDREWS of Walthamstow in the county of Essex Gentleman and CHARLES CLEVERLY PAINE of Cedar House Stamford Hill aforesaid Gentleman being (with others) the promoters of an intended Company to be called "the London Walthamstow and Epping Forest Railway Company" (herein-after referred to as "the owning Company") for and on behalf of that Company of the one part and THE GREAT EASTERN RAILWAY COMPANY (herein-after referred to as "the Great Eastern Company") of the other part.

WHEREAS the parties hereto of the first part are with others promoting a Bill in the present session of Parliament to obtain powers to incorporate the owning Company and to construct certain railways about fourteen miles in length commencing at South Place Finsbury in the city of London and terminating at Avey Lane in the parish of Walthamstow in the county of Essex including sundry branches as described in the said Bill which railways (herein-after called "the new railways") if and when constructed will form a connexion with the railways of the Great Eastern Company:

And whereas the Great Eastern Company are opposing the said Bill in Parliament but in order to obviate further opposition the parties hereto have agreed to enter into the agreements and stipulations herein-after contained:

Now these presents witness that it is hereby agreed between the parties hereto for themselves their respective successors and assigns as follows:—

1. The opposition of the Great Eastern Company to the said Bill shall be withdrawn upon this agreement being scheduled to and confirmed by the said Bill.

2. The owning Company shall at their own expense construct the new railways with double lines of rails and with proper passenger stations and sidings works and conveniences connected therewith in a substantial manner and fit in every respect for the passage thereon of such engines carriages trucks waggons and trains as shall be generally in use on the suburban lines of the Great Eastern Company. Provided that if the owning Company determine before the construction of Railways Nos. 1 and 2 and such part of No. 3 as is intended to be in tunnel that the same shall be worked by electricity or other motive power (not being steam) they shall not be bound to construct the same so as to be fit for the passage thereon of steam locomotives.

3. From and after the opening for traffic of the new railways or any portions or portion thereof the Great Eastern Company shall have the right to run over and use with their engines carriages trucks waggons officers and

servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of traffic of all descriptions the new railways or such portions or portion thereof as may for the time being be opened for traffic together with the use of all stations roads platforms sidings junctions (including junctions with other railways) turn-tables points signals watering places sidings engine sheds standing room for engines booking and other offices warehouses machinery lifts appliances works and conveniences of and connected with such railways or portions of railways Provided that if the said Railways Nos. 1 and 2 and such part of No. 3 as aforesaid shall be constructed so as to be worked only by electricity or other motive power (not being steam) the Great Eastern Company shall not be entitled to run over and use the same with steam locomotives but only with electric or other locomotives (not being steam).

4. The owning Company shall if required by the Great Eastern Company provide water for the engines of the Great Eastern Company and if Railways Nos. 1 and 2 and such part of No. 3 as aforesaid shall be worked by electricity or other motive power the owning Company shall provide the necessary electric current or other motive power for working the electric locomotives or other motor on such terms as shall be agreed or failing agreement settled by arbitration.

5. As regards traffic conveyed by them the Great Eastern Company may demand and take the same rates and charges upon and in respect of the new railways and the stations thereon as shall be authorised to be taken upon and in respect of the same by the owning Company.

6. In exercising the powers to run over and use the new railways and stations the Great Eastern Company shall have the right to fix their own through fares rates and charges which subject to the usual terminal allowances as provided by the regulations for the time being of the Railway Clearing House and to paid-ons paid-outs proportions payable or due to other companies and Government duty being first deducted shall be divided by mileage and from the mileage proportion due to the owning Company the Great Eastern Company shall receive an allowance of 25 per cent. for running expenses Provided that the mileage proportion payable to the owning Company for goods and mineral traffic passing over the railways numbered in the Bill 1 2 and 3 shall be as for double the actual mileage and in any event not less than the following sums:—

9d. per ton for carted traffic.

6d. „ „ non-carted traffic.

4d. „ „ coal traffic.

2d. per head for cattle.

2s. per truck for cattle.

1d. per head for every calf sheep and pig.

1s. 6d. per truck for calves sheep and pigs.

Parcels by passenger or goods' trains not exceeding 10 lbs. in weight

1d. each—exceeding 10 lbs. in weight 3d. each.

The mileage and allowances due to each company shall be determined and the payments made monthly according to the regulations in force for the time

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894. — being of the Railway Clearing House and each company shall subject to the provisions herein-after contained be entitled to the terminals at their own stations.

7. The owning Company shall afford to the Great Eastern Company all facilities and accommodation as regards traffic of all kinds for the convenient exercise of their running powers over the new railways and the use of stations under this agreement and shall also at their own expense provide at all stations such agents clerks officers servants porters and cartage staff as may be necessary for the purposes and proper conduct of the traffic of the Great Eastern Company and required by them.

8. The Great Eastern Company shall be entitled if they so desire at any time or times to appoint at their own expense their own agents clerks servants and cartage staff for all through mineral and goods traffic at all or any of the stations on the new railways whether the running powers granted by this agreement are or are not exercised In the event of the Great Eastern Company so appointing their own agents clerks servants and cartage staff the owning Company shall make to the Great Eastern Company the following allowances in respect of terminals at such station or stations:—

AT COUNTRY STATIONS.

ON CARTED TRAFFIC.

For cartage	-	-	-	2s.	per ton.
For clerkage	-	-	-	4d.	„
For labour	-	-	-	6d.	„

ON NON-CARTED TRAFFIC.

For clerkage	-	-	-	4d.	per ton.
For labour	-	-	-	4d.	„

AT LONDON STATIONS.

(Where accommodation is provided by the owning Company.)

Such allowances as shall be agreed or failing agreement settled by arbitration.

For the purposes of this article London stations shall mean those stations from time to time tabled in the Railway Clearing House Regulations as the "List of London Stations."

9. In case the Great Eastern Company provide their own agents clerks servants and cartage staff at any station or stations of the owning Company that Company shall if required by the Great Eastern Company so to do provide for the exclusive use of the Great Eastern Company separate office and cartage accommodation at such station or stations on such terms as shall be agreed or failing agreement settled by arbitration provided that the owning Company shall not be bound to provide such separate accommodation for the traffic of the Great Eastern Company at any station on that portion of [the new railways that may be worked otherwise than by steam power.

10. The Great Eastern Company shall be entitled if they so desire at any time or times to provide their own booking clerks for passenger and other

coaching traffic (including parcels and other traffic usually carried by passenger trains and dealt with at a passenger station) at all or any of the stations on the new railways and in such case the owning Company shall if required by the Great Eastern Company so to do provide for that company at such station or stations separate booking office accommodation for their passenger and coaching traffic on such terms as shall be agreed or failing agreement settled by arbitration.

11. The owning Company shall at their own cost if required by the Great Eastern Company provide for the exclusive use by that company at the station at Finsbury Circus or other terminal station at London such separate and sufficient accommodation for the Great Eastern Company as that company may from time to time require for their engines trains and passenger and parcel traffic and such other traffic as is usually carried by passenger trains and dealt with at a passenger station. And the owning Company shall at their own expense maintain and keep in an efficient state of repair and proper working order such separate accommodation and all necessary works and lifts entrances approaches and other conveniences connected therewith including booking accommodation separate and partitioned off for the clerks of the Great Eastern Company and sidings and other conveniences necessary for the purpose of changing engines to be employed in hauling the trains of that company. The Great Eastern Company shall be at liberty to appoint their own staff at such station. The rent or other consideration to be paid to the owning Company for the use of such separate station accommodation shall from time to time be settled by agreement or failing agreement by arbitration.

12. The Great Eastern Company shall be entitled if they so desire at any time or times to provide at their own expense their own goods stations or sidings for the accommodation of their traffic on any part and at any point of the new railways and in such case the owning Company will afford all reasonable assistance and facilities to the Great Eastern Company for that purpose. All terminals on the traffic going to and from such stations or sidings shall belong to the Great Eastern Company.

13. In the event of the Great Eastern Company not exercising their rights to run over and use the new railways west of the junctions authorised to be made with the railways of the Great Eastern Company the owning Company is to be entitled to book coaching traffic of all descriptions through to the suburban stations on the Great Eastern Company's Railway on terms to be agreed or failing agreement settled by arbitration. For the purpose of this article "suburban stations" means and includes stations within a distance of ten miles of Liverpool Street Station and being north of Stratford and west of the Loughton and Ongar Branch line.

14. In the exercise of the running powers under this agreement the Great Eastern Company shall not without the consent in writing of the owning Company take up at any station of the owning Company any passenger or other traffic and deliver the same at any other station of that Company.

15. The owning Company before the opening of the new railways shall at their own expense provide and thereafter maintain and work at the several

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894. — junctions of the new railways with the Great Eastern Company's railways to be authorised by the Bill all such crossing-places sidings and signal and other accommodation and conveniences as may be necessary for the prompt and efficient interchange and forwarding of the traffic of the Great Eastern Company to and from the new railways.

16. The owning Company shall and will concur in any application which the Great Eastern Company may deem it expedient to make to Parliament in any future session for power to construct junction railways between their railways and the new railways so as to give the Great Eastern Company further connexions between their railways and the new railways. The junctions so to be authorised with the new railways shall be constructed at such points as shall be determined by the principal engineer for the time being of the Great Eastern Company or in case of difference be settled by an arbitrator to be appointed by the Board of Trade. The cost of constructing and maintaining such junction railways including the purchase of lands shall be paid for by the owning Company and the Great Eastern Company in such proportions as shall be agreed or failing agreement settled by arbitration. The cost of constructing and working all signals at the junctions in connexion with the said junction railways shall be borne by the Great Eastern Company at the end thereof connecting with the railways of the Great Eastern Company and by the owning Company at the end thereof connecting with the railways of the owning Company.

17. If the new Railways Nos. 1 and 2 and such part of No. 3 as aforesaid shall be worked by means of carriages propelled by electricity or other motive power (not being steam locomotives) the owning Company shall if required by the Great Eastern Company provide such motive power (by electricity or otherwise) as may be necessary for the effectual and speedy working of all the traffic of the Great Eastern Company over the railways or railway of the owning Company so worked upon such terms as shall be agreed or failing agreement settled by arbitration. And in case of the said railways being so worked as aforesaid and whether the motive power for the traffic of the Great Eastern Company is provided by the owning Company or not the owning Company shall provide and maintain at their own expense all such accommodation consisting of junction crossing places sidings and signals as shall be necessary for the prompt and efficient exchange of engines and the carrying forward of the trains of the Great Eastern Company.

18. The Great Eastern Company in running over and using the new railways and in using the stations and conveniences thereof in accordance with the provisions herein-before contained shall at all times observe the regulations and byelaws for the time being in force on the new railways so far as such byelaws shall be applicable to the Great Eastern Company. Provided that nothing herein contained shall be held to prevent the Great Eastern Company running as many trains as in their opinion may be necessary for the purposes of their traffic over and along the new railways in common with the trains of the owning Company and any other company lawfully using the new railways and in their fair turn and without undue delay or preference.

19. This agreement shall be in perpetuity.

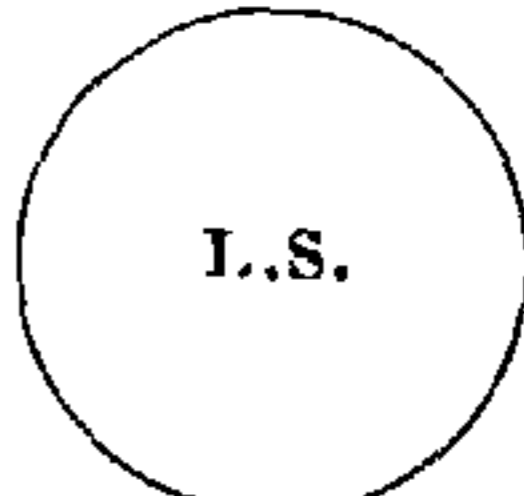
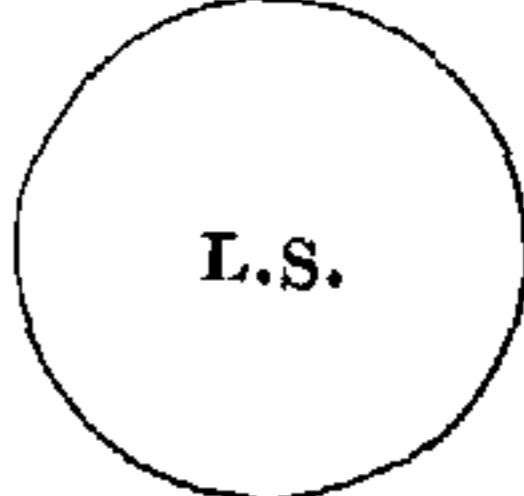
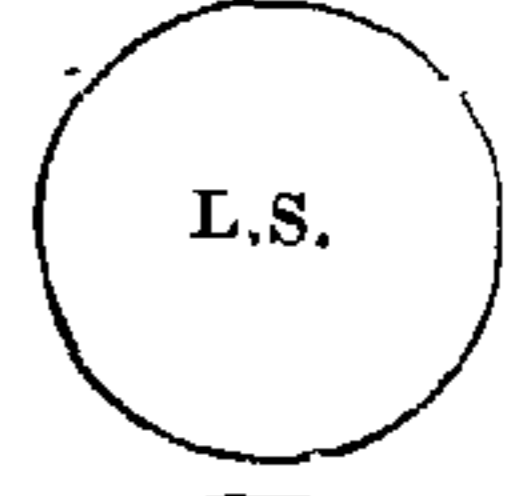
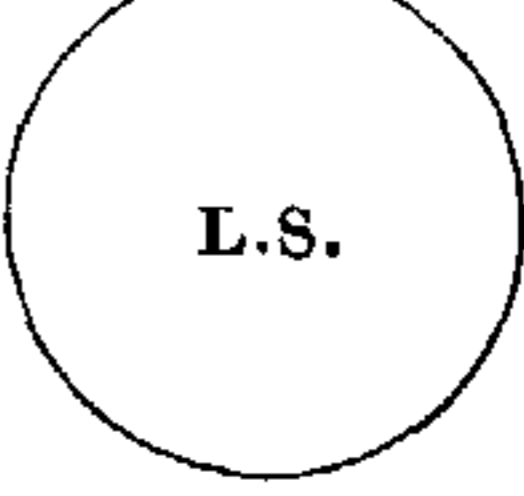
A.D. 1894.


20. Except as herein-before otherwise provided all matters which are by this agreement to be settled by arbitration and any dispute or difference which may from time to time arise out of or as to the construction of this agreement or in relation to any of the matters provided for by this agreement shall be settled by arbitration in manner provided by the Railway Companies Arbitration Act 1859 with respect to the settlement of disputes by arbitration.

21. Upon the passing of the Bill confirming this agreement all personal liability in respect thereof on the part of the individual promoters parties hereto shall cease and the owning Company shall thereupon become and be party to this agreement in their place.

22. It is hereby declared that this agreement is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration therein it shall be competent for the Great Eastern Company to withdraw the same.

In witness whereof the said promoters on behalf of the owning Company have hereunto set their hands and seals and the Great Eastern Company have hereunto affixed their common seal the day and year first above written.

Signed Sealed and Delivered by the above-named REUBEN BUTTON JAMES HIGHAM ABRAHAM SURRY ANDREWS and CHARLES CLEVERLY PAINE in the presence of REGINALD T. HARDING Solicitor with Messrs. LE BRASSEUR & OAKLEY 12 New Court Lincoln's Inn.	}	R. BUTTON.	
		JAMES HIGHAM.	
		A. S. ANDREWS.	
		CHAS. C. PAINE.	

The Common Seal of the Great Eastern Railway Company was hereunto affixed in the presence of T. D. GENLLOUD Secretary.	}	
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A.D. 1894.

THE FOURTH SCHEDULE:

AN AGREEMENT made the fourth day of May one thousand eight hundred and ninety-four between REUBEN BUTTON JAMES HIGHAM ABRAHAM SURRY ANDREWS and CHARLES CLEVERLY PAINE promoters of the London Walthamstow and Epping Forest Railway Company (herein-after called "the promoters") of the one part and THOMAS ARNO of Park House Cawley Road South Hackney London of the other part.

WHEREAS by a Bill for incorporating the said Company powers are sought to acquire amongst other lands portions amounting to twenty-five acres or thereabouts of an estate belonging to the said Thomas Arno situate in the Lea Bridge Road and having a frontage to that road to Markhouse Road and to Boundary Road which portions are distinguished on the deposited plans by the Nos. 68 69 and 70 for the purposes of the Railway numbered 4 in Clause 6 of the said Bill And whereas the said Thomas Arno has agreed to withdraw his opposition to the said Bill upon the terms herein-after set forth videlicet:—

1. The said Thomas Arno shall sell and the Company shall purchase land equal to but not exceeding in superficial area the piece of land hatched red on the plan hereto annexed anywhere within the area edged blue on the said plan at the price of eighteen thousand pounds and the remainder of the land of the said Thomas Arno shall be excluded from the limits of deviation defined on the said deposited plans.

2. The purchase shall be completed within three months from the commencement of the construction of any portion of any of the railways under the Act and if not so completed the works having been commenced then the purchase money shall bear interest at the rate of five per cent. per annum until the purchase is completed.

3. The said Thomas Arno shall deduce a good title to the property sold and the Company shall pay the vendor's solicitors costs of deduction of title and perusing and completing the conveyance of the property according to the scale provided by the Solicitors Remuneration Act 1881.

4. The Company shall in crossing Markhouse Road cross the same by an iron girder bridge with a clear headway of sixteen feet and a clear span of fifty feet and the abutments and piers thereof shall be set back to the building line defined by the local authority in such road.

5. The bridge herein-before mentioned shall be so constructed and maintained by the Company as to prevent the dripping of water in the road or footway.

6. The Company shall construct and maintain to the reasonable satisfaction of the surveyor of the local board (herein-after referred to as "the surveyor") on each side and for the full length of the said bridge a closed and substantial parapet not less than six feet in height above the level of the railway and the said bridge and works aforesaid shall be of an ornamental design to the reasonable satisfaction of the surveyor and be constructed so as to deaden so far as may be reasonably practicable the sound of engines carriages and traffic passing over such bridge.

7. The Company shall properly kerb and pave the footpaths on both sides of Markhouse Road between the Company's fences. A.D. 1894.

8. No part of the outside of the railway within twenty yards of the said bridge or the parapets and arches thereof or any fences or screens of any bridges walls or buildings made by the Company in connexion therewith shall be used for the posting of bills or other advertising purposes other than the placing of the name of the station or the Company's notices.

9. The Company shall not permit any of the arches under the railway if such there shall be upon the land sold to be used as dwelling places or for any business (except the Company's) but shall leave the same open for the passage of light and air.

10. The Company shall before opening the line for traffic construct and open a passenger station within three hundred yards of the said Thomas Arno's property.

11. The Company will pay within three months from commencement of construction of any of the railways to the said Thomas Arno all costs charges and expenses incurred by him in opposing the said Bill as between solicitor and client and also all the fees of his engineers surveyors and witnesses (including the fees of the said Thomas Arno's surveyors (two in number) at Ryde's scale rate on the agreed purchase money).

12. Nothing in this agreement contained shall prejudice or affect any rights or remedies which the said Thomas Arno shall or may now or hereafter have for or in respect of the Company injuriously affecting the remainder of the said Thomas Arno's land but this is not to apply in any way to severance the purchase money agreed being inclusive of all severance.

13. This agreement is to be scheduled to the Act.

As witness the hands of the said parties :--

Witness to the signature of the said Reuben
Button

ALFD. C. VASS
2 Coleman St. E.C.

R. BUTTON.

Witness to the signature of the said James
Higham

REGINALD T. HARDING

Solicitor with Messrs. Le Brasseur & Oakley
12 New Court Lincoln's Inn.

JAMES HIGHAM.

Witness to the signature of the said Abraham
Surry Andrews

ALFD. C. VASS
2 Coleman St. E.C.

A. S. ANDREWS.

Witness to the signature of the said Charles
Cleverly Paine

CHARLES WM. KICHENSIDE
37 Coniger Road Fulham S.W.

CHAS. C. PAINE.

Witness to the signature of the said Thomas Arno
J. A. VARDY Solicitor
56 Finsbury Pavement.

THOMAS ARNO.

A.D. 1894.

THE FIFTH SCHEDULE.

AN AGREEMENT made the twenty-sixth day of April one thousand eight hundred and ninety-four between RICHARD EDWARD WITHERS and ALFRED EDWARD WITHERS both of Jenner Works Jenner Road Stoke Newington Builders and HENRY ENTWISLE BURY of 47 Lincoln's Inn Fields Esquire (Trustees and Executors under the Will of the late Edward Withers deceased who and whose successors and assigns are herein-after referred to as "the trustees") of the one part and REUBEN BUTTON JAMES HIGHAM ABRAHAM SURRY ANDREWS and CHARLES CLEVERLY PAINE promoters of a Bill (herein-after called "the Bill") now pending in Parliament entitled "A Bill for making a Railway " from London to Walthamstow and Epping Forest and for " other purposes " on behalf of themselves and all others the promoters of the Bill (herein-after referred to as "the promoters") and of the Company proposed to be incorporated by the Bill (herein-after called "the Company") of the other part.

WHEREAS the trustees are the owners of a valuable estate in the parish of Saint John Hackney comprising numerous residences and other properties some of which properties are freehold and others leasehold for long terms of years and as to others the trustees are entitled to valuable ground rents And whereas Railway No. 3 described in and proposed to be authorised by the Bill is laid out so as to pass a considerable distance in tunnel through the said estate of the trustees And whereas the trustees have presented a petition to the House of Commons against the said Bill and with a view to removing their objection the promoters have agreed to the terms and conditions herein-after set forth Now it is hereby agreed between the parties hereto as follows (that is to say):—

1. If the Bill be passed into an Act the Company shall within three months after the commencement of construction of Railways Nos. 1 2 and 3 proposed to be authorised by the Bill or any of them purchase from the trustees and the trustees shall to the extent of the estate or interest vested in them but not further or otherwise sell to the Company an easement or right of using the sub-soil or under-surface of such of the properties forming the said estate of the trustees as the Company may require for the purpose of constructing the said Railway No. 3 in accordance with the provisions of the Bill and of this agreement and the Company shall not purchase or acquire and the trustees shall not be required to sell to the Company any other or greater interest in any of the said properties than such easement or right of user as aforesaid and shall not be required to procure any concurrence of or conveyance or licence from any lessee or other person claiming any interest in any such properties.

A.D. 1894.

2. The purchase money to be paid by the Company to the trustees for the purchase of such easement or right of using the sub-soil and under-surface of such of the said properties as are of freehold or leasehold tenure shall (if not otherwise agreed between the Company and the trustees) be one half of the sum which would be payable by the Company for the purchase of the entire estate and interest of the trustees in the whole of the properties under which or any part of which such easement is acquired such last-mentioned sum to be determined in the manner provided by the Lands Clauses Acts for the settlement of questions of disputed compensation in respect of lands purchased otherwise than by agreement. Provided always that in estimating the value of any of the said properties for the purposes of this article the value of such of them as are of freehold tenure and let at rack rent or in hand shall be calculated on the tables known to surveyors as the five per cent. table and of such of them as are of leasehold tenure on the table known to surveyors as the six per cent. table.

3. With regard to any of the said properties under which such easement or right of user is purchased and in respect of which the trustees are entitled to ground rents the purchase money shall be calculated at the rate of two years purchase of the ground rents of the properties under which or under any part of which the easement is acquired.

4. The Company shall pay to the trustees full compensation for all structural damage which may during the construction of the railway or at any time thereafter be caused to any houses or other buildings or structures on any part of the said estate of the trustees (whether or not an easement shall have been acquired by the Company under any part of such house building or structure or the ground belonging thereto) by or by reason of the construction or working of the railway and for all loss injury or depreciation in value which may be caused to any of their said properties (other than those in respect of which compensation shall have been paid under Articles 2 and 3) within five years from the opening of the railway for public traffic by reason of the existence or exercise of the powers conferred by the Bill the amount of such compensation if not otherwise agreed to be determined in the manner provided by the Lands Clauses Acts for the settlement of questions of disputed compensation and to be recoverable from the Company by the trustees in the manner in which such last-mentioned compensation is recoverable under those Acts.

5. The costs charges and expenses of and incidental to every purchase and the ascertainment and payment of all compensation hereby provided for shall be borne by the Company.

6. Notwithstanding anything shown upon the deposited sections of the railway no part thereof shall be constructed so as to bring the crown of the tunnel nearer the surface of the ground than twenty feet and provision shall be made by the Bill to this effect.

7. A clause shall be inserted in the Bill containing such part of the provisions contained in section 7 of the Great Northern and City Railway Act 1892 as Parliament may require.

8. This agreement shall be scheduled to the Bill and a clause shall be inserted in the Bill confirming the same and making it binding upon the

A.D. 1894. — Company but if the promoters so desire the provisions of this article need not be complied with until the Bill is in Committee in the Second House

9. On the signing of this agreement the trustees will abstain from further opposition to the Bill except so far as may be necessary for securing that the Bill makes provision for giving effect to the terms of this agreement.

10. The promoters shall within six months of the date on which the Bill receives the Royal Assent or is withdrawn or is rejected by Parliament pay to the trustees the amount of all costs charges and expenses incurred by them in relation to their opposition to the Bill and in relation to this agreement and to carrying out the same including the costs (if any) of watching the Bill for the purposes herein-before mentioned. The costs not to exceed one hundred pounds if the Bill be withdrawn or rejected.

11. Nothing herein contained shall preclude or be deemed to preclude the trustees from opposing any application by the Company for any extension of time for the purchase of lands or completion of works or for abandoning their undertaking or any part thereof or for obtaining repayment of the deposit fund mentioned in the Bill or any part thereof. And nothing herein contained shall preclude or be deemed to preclude the trustees from claiming to be compensated out of the said deposit fund as landowners whose property has been interfered with or otherwise rendered less valuable within the meaning of the clause of the Bill of which the marginal note is "Application of deposit."

As witness the hands of the said parties:—

Signed by the said Richard Edward Withers
and Alfred Edward Withers in the presence
of

WALTER W. BURY
Solicitor
47 Lincoln's Inn Fields

RICHD. E. WITHERS.
ALFRED E. WITHERS.

Signed by the said Henry Entwisle Bury in
the presence of

EDITH MILSTED
The Pleasaunce
Florence Road Boscombe
Spinster.

H. ENTWISLE BURY.

Signed by the said James Higham in the pre-
sence of

REGINALD T. HARDING
Solicitor with Messrs. Le Brasseur and
Oakley 12 New Court Lincoln's Inn

JAMES HIGHAM.

Signed by the said Reuben Button Abraham
Surry Andrews and Charles Cleverly Paine
in the presence of

T. E. LIVINGSTON OAKLEY
Solicitor 12 New Court Lincoln's Inn.

R. BUTTON.
A. S. ANDREWS.
CHAS. C. PAINE

THE SIXTH SCHEDULE.

A.D. 1894.

AN AGREEMENT made the twenty-seventh day of July one thousand eight hundred and ninety-four between REUBEN BUTTON of Stamford Hill in the County of London Gentleman JAMES HIGHAM of 2 Coleman Street in the City of London Esquire ABRAHAM SURRY ANDREWS of Walthamstow in the County of Essex Gentleman and CHARLES CLEVERLY PAINE of Cedar House Stamford Hill aforesaid Gentleman being (with others) the promoters of an intended Company to be called "The London Walthamstow and Epping Forest Railway Company" of the one part and THOMAS KEMMIS BROS of Springfield Upper Clapton Esquire of the other part.

WHEREAS the parties hereto of the first part are with others promoting a Bill in the present session of Parliament to obtain powers to incorporate the London Walthamstow and Epping Forest Railway Company (herein-after called "the Company") and to construct certain railways and by the Bill powers are sought to acquire portions of an estate of about forty acres belonging to the said Thomas Kemmis Bros of Upper Clapton aforesaid:

And whereas the said Thomas Kemmis Bros is opposing the said Bill in Parliament but in order to obviate further opposition the parties hereto have agreed to enter into the agreements and stipulations herein-after contained:

Now these presents witness that it is hereby agreed between the parties hereto for themselves their respective heirs executors administrators and assigns as follows:—

1. The opposition of the said Thomas Kemmis Bros to the said Bill shall be withdrawn upon this agreement being scheduled to and confirmed by the said Bill.

2. The said Thomas Kemmis Bros shall sell and the Company shall for the purposes of the Act purchase land within the limits of deviation laid down by the said Bill to an amount not exceeding six acres at the price already agreed between the parties hereto and the Company shall be entitled (under the powers of the Act) to purchase from the said Thomas Kemmis Bros his heirs or assigns an additional acre of land within the said limits of deviation at a price similarly agreed. The whole of such land shall be deemed to be purchased and shall be conveyed subject to the provisions of the Lands Clauses Acts.

3. The Company shall not exercise as regards any part of the lands of the said Thomas Kemmis Bros any of the powers of section 84 of the Lands Clauses Consolidation Act 1845 until they shall have paid to the said Thomas Kemmis Bros his heirs or assigns the sum of two hundred and ten pounds towards the costs of his opposition to the said Bill.

4. The centre line of Railway No. 7 authorised by the said Bill shall not be deviated from the position shown on the deposited plan more than fifty

[Ch. ccxvi.] *London Walthamstow and Epping* [57 & 58 VICT.]
Forest Railway Act, 1894.

A.D. 1894.

feet towards Springfield House and sidings shall not be constructed on the side of the railway nearest to Springfield House so as to be within view at any time of the year of any of the existing windows of the said house without the written permission of the said Thomas Kemmis Bros his heirs or assigns.

5. The existing footpath and road between Willow Field Cottage and Big Hill shall if required by the said Thomas Kemmis Bros his heirs or assigns and if and so far as the said Thomas Kemmis Bros his heirs or assigns shall be willing to give land for the purpose be made forty feet wide by the Company and carried under the railway by a bridge at right angles to the railway.

6. Upon possession of any part of the land being taken the Company shall be bound to commence and execute with all reasonable expedition such widening on the request of the said Thomas Kemmis Bros his heirs or assigns and on possession being given by him or them to the Company of the necessary land the said Thomas Kemmis Bros his heirs or assigns may proceed under this article from time to time with respect to any part or parts of the said footway and road.

7. Springfield Road shall be carried over the Railways No. 3 and No. 7 by a bridge or bridges square to the railway to be constructed and maintained by and at the expense of the Company and the construction shall be in accordance with plans to be submitted to and approved by the said Thomas Kemmis Bros his heirs but not his assigns and subject to his having any rights of property therein or in default of agreement to be settled by an engineer to be appointed on the application of either party by the Board of Trade.

As witness the hands of the parties:—

R. BUTTON.

A. S. ANDREWS.

For C. C. PAINE and

JAMES HIGHAM

T. E. LIVINGSTON OAKLEY

12 New Court Lincoln's Inn.

THOS. K. BROS.

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