



ANNO VICESIMO OCTAVO & VICESIMO NONO

# VICTORIÆ REGINÆ.

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## *Cap. cclviii.*

An Act for making a Railway from near the *Waterloo* Station of the *London and South-western* Railway to *Whitehall*, and for other Purposes. [5th July 1865.]

WHEREAS the making of a Railway from the *Waterloo* Station of the *London and South-western* Railway in the Parish of *Lambeth* in the County of *Surrey* to *Great Scotland Yard* in the Parish of *Saint Martin's-in-the-Fields* in the County of *Middlesex* would be attended with great local and public Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to construct the Railway: And whereas Plans and Sections of the Railway showing the Line and Levels thereof, with Books of Reference to the Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerks of the Peace for the Counties of *Surrey* and *Middlesex*: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal,

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and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Short Title.     **1.** This Act may be cited for all Purposes as "*Waterloo and Whitehall Railway Act, 1865.*"

8 & 9 Vict.     **2.** "The Companies Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," so far as applicable, Part I. of "The Railways Clauses Act, 1863," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Interpre-     **3.** In this Act the Words "the Company" shall mean the Company incorporated by this Act; and the Words "the Undertaking" or "the Railway" shall mean the Railway and the Works connected therewith by this Act authorized to be constructed; the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, shall read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Word "Sheriff" in "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall with respect to this Act, so far as the same affects the Railway and Works authorized by this Act which shall be within the City and Liberty of *Westminster*, mean the High Bailiff of *Westminster* in all Cases where the High Bailiff discharges the Duties and Offices usually discharged by the Sheriff.

Same Mean-     **4.** The several Words and Expressions to which by the Acts ings to incorporated with this Act Meanings are assigned have in this Act Words, &c. the same respective Meanings, unless excluded by the Subject or in incorpo- Context. rated Acts as in this Act.

Subscribers     **5.** *Frank Farwell, George Whitfield Taylor*, and all Persons and incorporated. Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "*the Waterloo and Whitehall Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained, and their Undertaking shall be called "*the Waterloo and Whitehall Railway.*"

**6.** The

*Waterloo and Whitehall Railway Act, 1865.*

6. The Capital of the Company shall be One hundred thousand Pounds, and shall be divided into Ten thousand Shares of Ten Pounds each, subject to Augmentation as herein-after mentioned. Capital.

7. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share is paid up in respect thereof. Shares not to issue until One Fifth paid up.

8. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share. Calls.

9. If any Money be payable to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same. Receipts of Guardians, &c. to be sufficient Discharge.

10. The Company may from Time to Time raise by borrowing on Mortgage any Sums not exceeding in the whole Thirty-three thousand Pounds; but no Part of such Sum shall be borrowed or raised until Shares for the whole of the Sum of One hundred thousand Pounds by this Act authorized to be raised by Shares shall have been subscribed for, and One Half of such last-mentioned Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the said Sum of One hundred thousand Pounds authorized by this Act are issued and accepted, and that One Half of such Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid up on account thereof before or at the Time of the Issue or Acceptance thereof, and that all such Shares are taken in good Faith, and held by the Subscribers or their Assigns, those Subscribers or Assigns being legally liable for the same, of which Matters the Certificate of the Justice shall be sufficient Evidence. Power to borrow on Mortgage.

11. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Five thousand Pounds in the whole. Arrears may be enforced by the Appointment of Receiver.

12. The

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Debenture  
Stock.

**12.** The Company may create and issue Debenture Stock; and Part III. of "The Companies Clauses Act, 1863," is incorporated with this Act.

Company, by  
Resolution  
of a Meeting,  
may increase  
Capital for  
certain Pur-  
poses.

**13.** Inasmuch as it may be desirable to form Air Chambers and like Works in connexion with the Tube of the Railway, and it is expedient to enable the Company to provide for such a Contingency: Therefore, if the Company so determine by Resolution of a General Meeting, the Share Capital of the Company may at any Time be increased by the Creation and Issue of Three thousand five hundred Shares of Ten Pounds each, making the Share Capital of the Company One hundred and thirty-five thousand Pounds.

Application  
of Monies  
raised under  
Act.

**14.** All and every Part of the Money raised under this Act, whether by Shares or by Debenture Stock or by borrowing, shall be applied only for Purposes authorized by this Act.

First and  
other Meet-  
ings.

**15.** The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year, or at such other stated Periods as the Company shall direct.

Quorum of  
General  
Meetings.

**16.** The Quorum of General Meetings of the Company shall be Seven Shareholders present, personally or by proxy, holding in the aggregate not less than Ten thousand Pounds in the Capital of the Company.

Number and  
Qualification  
of Directors.

**17.** The Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares in the Undertaking.

Power to  
reduce the  
Number of  
Directors.

**18.** It shall be lawful for the Company from Time to Time to reduce or increase the Number of Directors; provided that the reduced Number be not less than Three, nor the increased Number more than Ten.

Quorum.

**19.** The Quorum of a Meeting of Directors shall be Three, and if the Number be Three the Quorum shall be Two.

First Direc-  
tors.

**20.** *James Saint George Burke*, the Honourable *Robert Dutton*, *Samuel Lucas*, *Charles Mortimer*, and *Arthur Otway* shall be the First Directors of the Company.

First Direc-  
tors to con-  
tinue in Office

**21.** The First Directors of the Company shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act,

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Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

until First Meeting after passing of Act.

**22.** The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Power for compulsory Purchases limited.

**23.** The Quantity of Land to be taken by the Company adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Lands for extraordinary Purposes.

**24.** It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Power to make Railways according to deposited Plans.

**25.** And whereas by "The Railways Clauses Consolidation Act, 1845," it is provided that a Certificate of any Omission, Mis-statement, or erroneous Description in certain Plans and Books of Reference therein referred to should be deposited with the Parish Clerks of the several Parishes in *England* in which the Lands affected thereby should be situate, and it is also provided that certain Plans and Sections of such Alterations in the original Plans and Sections as shall have been approved of by Parliament should also be deposited with the Clerks of the several Parishes, and be retained and produced by them for Inspection, in manner therein mentioned: And whereas, in compliance with the present Standing Orders of both Houses of Parliament, the several Plans, Sections, and other Documents heretofore required to

As to certain Plans deposited with Vestry Clerks and Clerks of District Boards.

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be deposited with the Parish Clerks are, in respect of Lands in any Parish comprised in "The Metropolis Management Act, 1855," to be deposited with the Vestry Clerk, if the Parish be in Schedule (A.) to that Act, and with the Clerk of the Board of Works for the District, if the Parish be in Schedule (B.) of such Act: Therefore, with reference to and for all the Purposes of this Act, in all the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to the Matters aforesaid, the Expression "Parish Clerks of the several Parishes," or "Clerks of the several Parishes," shall be read and construed as if in that Act the Expression "Vestry Clerk of the Parish" (if the Parish be in the said Schedule (A.)), and "Clerk of the Board of Works of the District" (if the Parish be in Schedule (B.) of the said Metropolis Management Act), as the Case may be, had been used and inserted in lieu of the Expression "Parish Clerks" or "Clerks of the several Parishes," as the Case may be.

Describing  
Lines of Rail-  
way.

**26.** The Railway which the Company may make and maintain is as follows; (that is to say,)

A Railway commencing in the Parish of *St. Martin's-in-the-Fields* in the County of *Middlesex* in the Street or Place known as *Great Scotland Yard* at or near the Western End thereof, and terminating in the Parish of *Lambeth* and County of *Surrey* in a Piece of Land belonging to the *London and South-western* Railway Company, and in the Occupation of *Edwin Benjamin Gammon*, near to and opposite the Arches under the *Waterloo* Station of that Railway numbered respectively 249 and 250.

Lights to be  
exhibited.

**27.** During the making of the Works authorized by this Act abutting on or projecting into the River *Thames* the Company shall hang out or exhibit thereat or near thereto, and for ever after the Completion of the Works or any of them abut on or project into the River *Thames* the Company shall hang out or exhibit next the River *Thames*, every Night from Sunset to Sunrise Lights to be kept burning by and at the Expense of the Company, and proper and sufficient for the Navigation and safe Guidance of Vessels, and the Lights shall from Time to Time be altered by the Company in such Manner, and be of such Kind and Number, and be so placed and used, as the Conservators of the River *Thames*, by Writing under the Hand of their Secretary, shall approve; and in case the Company fail so to exhibit and keep burning the Lights they shall for every such Offence forfeit Ten Pounds.

In case  
Works aban-  
doned.

**28.** If any Work so constructed by the Company in the River *Thames*, or if any Portion of any Work to be made by the Company which affects or may affect the River *Thames* or the Access thereto, be

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be abandoned, or suffered to fall into Disuse or Decay, the Board of Trade, or the Conservators of the River *Thames*, may abate and remove the same, or such Part thereof as they think fit, and restore the Site thereof to its former Condition, at the Cost of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, or the said Conservators, as the Case may be, and be recoverable accordingly as such, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

**29.** The Company shall not make or commence any Work whatsoever on or beneath the Shore or Bed of the River *Thames* without the Consent of the Conservators of the River *Thames*, in Writing under the Hand of their Secretary first had and obtained; and all Works abutting on or projecting into the River *Thames* shall be made according to Plans and Elevations and on a Site to be approved by the Conservators of the River *Thames*, and deposited at their Office, and the Works thereof in the River *Thames* and adjoining thereto shall be executed to the Satisfaction of the Engineer of the Conservators; and the Traffic of the River shall not be interrupted more than is absolutely necessary in the making of the Works; and the Plans for Cofferdams (if any) and all other preliminary Works shall be approved by the Conservators before the same shall be carried into execution.

Consent of Conservators of Thames to certain Works.

**30.** Nothing in this Act contained shall authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames* or the Shore thereof, except according to the Plan approved by the Conservators of the River *Thames*.

Restrictions as to Encroachments on Bed of River.

**31.** The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames*, without the previous Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

Company not to take Gravel from River.

**32.** The Works in the River *Thames* by this Act authorized shall be so constructed as to allow the Bed of the River to be deepened at any Time after the passing of this Act to the Extent of not less than Thirty Feet or more than Thirty-six Feet below the Level of High Water, *Trinity* Standard.

As to the Depth of the Tunnel below the Bed of the River.

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

Saving Rights of Conservators.

**34.** It

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Company  
may alter  
Levels for  
the Accom-  
modation of  
the Sewers.

**34.** It shall be lawful for the Company to deviate from the Levels or some of them of the Railway as referred to the common Datum Line described in the said Section, and as marked on the same, to the Extent which may be found necessary and convenient for avoiding, accommodating, preserving, or improving the Drainage or Sewers of, in, or on the Lands in, upon, or through which the said Railways and Works will be made, anything in "The Railways Clauses Consolidation Act, 1845," to the contrary notwithstanding.

For Protec-  
tion of the  
Thames Em-  
bankment  
and Sewers  
of Metropo-  
litan and  
other Boards.

**35.** Where any of the intended Works to be done under or by virtue of this Act shall in any way interfere with or affect the *Thames* Embankment or the Works thereof or in connexion therewith, or shall or may pass over, under, or by the Side of or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid, and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries, in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as such Boards or Vestries respectively may deem necessary for the proper Protection of and for preventing Injury or Impediment to the *Thames* Embankment, or the Sewers and Works herein-before referred to, by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry,



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Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board, or any District Board or Vestry, may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or Vestry by the Company, on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed, by or at the Costs, Charges, or Expenses of the Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

**36.** Nothing contained in this Act or in any of the Acts incorporated herewith or herein referred to shall authorize the Company to take, use, enter upon, or in any Manner interfere with any Lands or Hereditaments the Property of Her Majesty in right of Her Crown, and under the Charge of the Commissioners of Her Majesty's Works and Public Buildings, without the Consent in Writing of the said Commissioners or First Commissioner for the Time being of Her Majesty's Works and Public Buildings first had and obtained, and which Consent the said Commissioners or First Commissioner are hereby authorized to give, upon such Terms and subject to such Conditions as they or he may think fit to prescribe.

For the Protection of the Property of the Crown.

**37.** The Company shall not take or enter upon or otherwise interfere with the Premises, or any Part thereof, now in the Occupation of the Ecclesiastical Commissioners for *England*, without the Consent of the Commissioners under their Common Seal first had and obtained.

Official Premises of the Ecclesiastical Commissioners not to be interfered with.

**38.** The Company shall not, in the Construction of the Railway between the Station in *Great Scotland Yard* and the Point marked A on the Plan herein-after mentioned, without the Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and of the Most Noble *George Duke of Northumberland*, his Heirs, Sequels in Estate, or Assigns, under the Hands of the said Commissioners or One of them, and of the said Duke, his Heirs, Sequels in Estate, or Assigns, deviate the Centre Line of Works

Defining Line of Works within certain Limits.

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from

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from the Centre Line thereof, as laid down and described on a Plan signed in Duplicate by *William Scholefield* Esquire, Member of Parliament, and by the Honourable *Charles Alexander Gore*, One of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, one Part of which Plan is deposited in the Private Bill Office of the House of Commons, and the other Part whereof is deposited in the Office of the same Commissioners.

Mode of Constructing the Station in Great Scotland Yard.

**39.** The Station in *Great Scotland Yard* shall, both above and below the present Surface of the Street, be of such respective Lengths and Breadths as not to exceed the respective Lengths and Breadths shown and described on the said Plan signed by the said *William Scholefield* and *Charles Alexander Gore*, and the Portion of the Station from the Bottom of the Foundations thereof upwards to a Height of Four Feet Six Inches above *Trinity* High-water Mark shall be constructed (according to the Section shown on the said Plan) of solid Brickwork or Masonry, and so as to be impervious to Water, and the Portion of the Station higher than Four Feet Six Inches above *Trinity* High-water Mark shall be constructed of Iron and Glass; and the Surface of the Ground coloured Yellow on the said Plan (and under which will be constructed Part of the Station) shall be restored and paved by the Company, so as to be of its present Level, before the Works by this Act authorized are opened for public Traffic; and the whole of the said Station shall be constructed according to such Plans, Elevations, Specifications, and Working Drawings as shall have been previously approved in Writing by One of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues.

No Engine, &c. to be used in Middlesex.

**40.** It shall not be lawful for the Company to erect, put, or use any Engine or Machinery upon any of their Works in the County of *Middlesex*.

Land belonging to the Crown and the Duke of Northumberland not to be taken for the Tunnel, &c., but perpetual Easements

**41.** No Land belonging to Her Majesty in right of Her Crown, and under the Charge of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, shall be taken, used, or interfered with by the Company for the Purposes of this Act without the previous Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, under the Hand of One of the same Commissioners; and no Land belonging to his Grace the Duke of *Northumberland*, his Heirs, Sequels in Estate, or Assigns, shall be taken, used, or interfered with by the Company for the Purposes of this Act without the previous Consent in Writing of the said Duke of *Northumberland*, his Heirs, Sequels in Estate, or Assigns, under his or their Hand or Hands first had and obtained; but it shall be lawful for the Company, and they are hereby authorized, after obtaining

such

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such respective Consents, and after acquiring the Interests of any Lessees or Tenants, to purchase and take perpetual Easements for the Purpose of executing and maintaining the Works in the Line and Situation shown on the said Plan signed by the said *William Scholefield* and the said *Charles Alexander Gore*, through and under the respective Portions of such Land necessary to be used for that Purpose, not exceeding in Width Twenty Feet; and it shall be lawful for the Company, after obtaining such Consents as aforesaid, and after acquiring the Interests of any Lessees or Tenants, and then subject to the Provisions and Restrictions contained in this Act, to construct, maintain, and use the Railway and Works through and under such Lands respectively, and for that Purpose to enter upon the said Lands and open the Ground from the Surface for the Purpose of constructing the said Works, the Ground to be filled in again with sound Material, and the Surface made good and even; and Her Majesty and the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, as regard any Lands under their Charge, and the said Duke, his Heirs, Sequels in Estate, and Assigns, as regards any Land belonging to him or them, shall, after the Completion of the Works, be entitled to the absolute Use for Building or any other Purposes whatsoever of Her Majesty's or of his or their Land above or adjoining the Works through or under which Land any Portion of the Works of the Company shall be constructed.

42. The Top of the Tube, Tunnel, or covered Way through the Land between the Points E and C on the said Plan so signed and deposited as aforesaid shall not be less than Ten Feet below the present Surface of the Land, and the internal Diameter of such Tube, Tunnel, or covered Way shall not exceed Twelve Feet Six Inches in any Part of such Land, and the Tube, Tunnel, or covered Way through the same Land, and for Sixty Feet beyond such Land in each Direction to the East and West of the same, shall be laid or constructed upon a firm Foundation of Concrete or other suitable Material of sufficient Width and Substance: Such Tube, Tunnel, or covered Way shall be so constructed as to be self-sustaining, and the Company shall not be entitled to any lateral Easement in respect thereof against or on the Retaining Walls herein-after mentioned, or otherwise; and substantial Retaining Walls shall be built up and maintained by the Company from such Foundation on each Side of the said Tube, Tunnel, or covered Way through the same Land, for the same Distance, to the Height of One Foot above the Top of the Tube, Tunnel, or covered Way, so as effectually to prevent any Disturbance or Subsidence of or the Access of Water from the River or otherwise to the adjoining Lands or other Injury thereto; and the Space over the Tube, Tunnel, or covered Way between the Retaining Walls shall be filled in with sound Material; and the Top or Arch over the  
 Tube,

For Protection of Lands and Buildings adjoining and over the Tunnel.

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Tube, Tunnel, or covered Way between the Retaining Walls shall be constructed of sufficient Strength to bear the Weight of substantial Buildings over the same; the whole of such Works to be constructed so as to be impervious to Water, and to prevent any Vibration which would affect the Buildings over or adjoining the same; all the said Works, so far as they are constructed through the Land of Her Majesty, and under the Charge of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, shall be constructed under the Supervision and to the Satisfaction of an Engineer to be employed by such Commissioners or either of them, and according to such Plans, Sections, and Working Drawings as he shall approve in Writing; and such retaining Walls through such Land shall be the Property of Her Majesty, with full Power of using the same as may be thought expedient; and all the said Works through the Land of the said Duke, his Heirs, Sequels in Estate, or Assigns, and also between the Points E and A marked on the said Plan, shall be constructed to the reasonable Satisfaction of an Engineer to be appointed by the said Duke, his Heirs, Sequels in Estate, or Assigns; and the Retaining Walls through the Land of the said Duke, his Heirs, Sequels in Estate, or Assigns, shall be his or their Property, with Liberty to use the same as he or they shall think proper.

Railway to be used for Passenger Traffic only.

43. The Railway shall be used only for Traffic of Passengers, and such Luggage, Parcels, and Things as are usually carried by Passenger Trains.

To insure the speedy Completion of Part of the Tunnel.

44. If the Company do not commence that Part of the Tube, Tunnel, or covered Way, Walls, and other Works between the Points marked respectively D and E on the said Plan signed by the said *William Scholefield* and the said *Charles Alexander Gore* within Nine Months from the passing of this Act, the Powers by this Act conferred for the Construction of that Portion of the Works shall cease and determine; and if the Company shall not complete the Works by this Act authorized between the same Points within the Period of Six Months from the Time of commencing the same, they shall forfeit and pay for the Use of the said Duke the Sum of Ten Pounds for each and every Day which shall elapse from and after the Expiration of such Period of Six Months until the same Part of the said Works shall be completed; such Sum of Ten Pounds *per Day* to be deemed a Debt due to the said Duke, and to be recoverable by any Court of Record at *Westminster*.

Period for erecting Station in Scotland Yard.

45. If the Company do not commence the Construction of the Station in *Great Scotland Yard*, and the Tube, Tunnel, or covered Way, and all other Works to the Westward of the Point marked (D) on the said Plan so signed and deposited as aforesaid within One Year from

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from the passing of this Act, the Powers by this Act conferred for the Construction of that Station, and that Portion of the Company's Works, shall cease and determine; and if the Company shall not complete the said Station and the Works by this Act authorized to the Westward of the said Point D within the Period of Twelve Months from the Time of commencing the same, they shall forfeit and pay to Her Majesty, Her Heirs and Successors, as and for liquidated Damages, the Sum of Ten Pounds for each and every Day which shall elapse from the Expiration of such Period of Twelve Months until the same Station and Works shall be completed to the Satisfaction of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

46. The Company shall not break up or disturb any Street or Place under the Control or Direction of the Vestry of *Saint Martin-in-the-Fields* or the Pavement thereof unless at least Seven Days previous Notice in Writing of their Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, be given to the Surveyor of such Vestry or left for him at his Office; and the said Company shall proceed with their Works with such Despatch as to allow of such Street or Place being restored at the earliest practicable Period, and at latest within such Period or Periods as in the event of Difference may be prescribed from Time to Time by the Metropolitan Board of Works; and when the Company shall break up or disturb any such Street, Place, or Pavement, they shall, so soon as the Works affecting it are completed, restore the Street, Place, or Pavement to as good a Condition as it was in when it was broken up or disturbed, and (if so required by such Vestry) under the Superintendence and to the Satisfaction of their Surveyor, and shall keep the same in repair for Twelve Months thereafter; and if the Company fail to restore the Street, Place, or Pavement, as herein-before provided, they shall forfeit to such Vestry a Sum not exceeding Five Pounds for every such Offence, and an additional Five Pounds for every Day after the Expiration of that Period, and after Notice to them of the Delay, during which the Delay continues, and the said Vestry may restore the Street, Place, or Pavement, and recover the Expense of such Restoration from the Company.

Company  
to restore  
Streets of  
St. Martin-  
in-the-  
Fields.

47. No such Road, Street, Carriage or Foot Way, and no such Sewer, Drain, or Gully, shall be broken up or opened, except under the Superintendence of the Surveyor of the said Vestry: Provided always, that if the said Surveyor fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, or opening of any such Sewer, Drain, or Gully, after having had such Notice of the Intention of the Company as aforesaid, or shall refuse or neglect to superintend the Operation, the Company

Works to be  
executed  
under Super-  
intendence.

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may perform the Works specified in such Notice without the Superintendence of such Surveyor.

Alterations  
may be made  
in the Works,  
with Con-  
sent, &c.

48. Subject to the Provisions of this Act, it shall be lawful for the Company and the said Vestry to agree as to the Construction of the Works in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with.

Deposit of  
Subsoil.

49. The Company shall, at their own Expense, deposit the Subsoil excavated, and the Materials of every Road, Street, Carriage or Foot Way, Sewer, Drain, or Gully, broken up or opened within the said Parish, at such Place or Places and in such Manner as will occasion as little Inconvenience as may be to the Inhabitants, and if deposited within the said Parish upon any Ground subject to public Rights of Way or Use, at such Place or Places only as the Vestry or their Surveyor shall approve: Provided always, that no such Approval shall be necessary for the Deposit of Subsoil upon any Land vested in or under the Jurisdiction or Control of the Metropolitan Board of Works.

Company  
disturbing  
Pavements  
to reinstate  
them, and  
guard them  
with Lights  
to prevent  
Accidents.

50. If the Company shall take up any Part of the Pavement or otherwise disturb the Surface of any Street within the said Parish, for the Purpose of making the Railway or for any other lawful Purpose, and shall not with due Diligence cause the Ground to be filled in, and the Pavement to be reinstated, and the Surface to be made good in a proper and substantial Manner, and shall not in the meantime fence and guard the same, and affix and maintain Lights during the Night near to the Places where any Ground shall be open, so as to prevent any Accident, the Company shall for every such Offence forfeit a Sum not exceeding Five Pounds; and it shall be lawful for the said Vestry to fill in such Ground and to remove such Rubbish, and to repair and make good the Pavement of any such Street so broken up, and properly to fence or guard any such Excavation, and to place and maintain Lights during the Night to prevent Accidents, as to them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the Company to the said Vestry: Provided always, that such Pavement shall not be considered to have been reinstated in a proper and substantial Manner by the Company unless the same shall have been reinstated with the same or similar Materials of the like Quality and Thickness, and cemented and bound together in the same or in an equally substantial Manner, as those of which

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which it was composed, in such Manner as shall be satisfactory to the said Vestry or their Surveyor.

**51.** In the event of the Company requiring for the Purposes of the Railway by this Act authorized (subject to the Restrictions in this Act contained) to open or in any Manner to interfere with the Service of any Street or Road or of any Footpath within the said Parish, then and in such Case only One Half of the Surface of such Road and only One Footpath shall be first opened or interfered with, leaving the other Half of the said Street or Road and One Footpath for the Passage of the Public, until such Time as it shall have been certified in Writing by the said Surveyor that the Half of the said Street or Road and the Footpath first opened or interfered with has been restored to a good and proper State for the Safety and Convenience of the Public; and then, and not before, it shall be lawful for the Company temporarily to shut up the other Half of the said Street or Road and the other Footpath.

In the event of the Company requiring to open the Road, only Half to be interfered with at once.

**52.** If the Company shall fail to carry out any of the Provisions herein contained for the Protection of the said Vestry of *St. Martin-in-the-Fields*, or with reference to such Parish, they shall forfeit and pay to the said Vestry a Sum not exceeding Ten Pounds for every such Default, and an additional Sum not exceeding Five Pounds for each Day during which any such Default shall continue after they shall have received Notice thereof in Writing from the Surveyor.

Penalty on Company for Neglect, &c., in carrying out Provisions of Act.

**53.** Excepting as herein otherwise provided, if any Difference shall arise under the Provisions in this Act contained between the Company and the Surveyor of the said Vestry of *St. Martin-in-the-Fields*, the same shall be from Time to Time referred to and determined by an Engineer to be agreed upon between the said Surveyor and the Company, or failing any such Agreement by an Engineer to be appointed, on the Application of any or either Party, by the President for the Time being of the Institution of Civil Engineers, and the Costs of the Arbitration shall be paid by the Company, unless the Arbitrator shall otherwise determine.

As to Settlement of Differences with *St. Martin's-in-the-Fields*

**54.** Any Sum of Money which may be expended for Costs, Charges, and Expenses which may be incurred by the said Vestry in paving, diverting, altering, or making good any Road, Street, Footway, Sewer, Drain, or Gully, or otherwise by reason of the same or any of them having been broken up, opened, or damaged, by or for the Purposes of the Company, or any other Sum of Money recoverable or to be recovered by the Vestry under this Act, may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, by Summons before and Adjudication of any

Mode of recovering Money from the Company.

*Waterloo and Whitehall Railway Act, 1865.*

any Magistrate of the Police of the Metropolis; and any Damages which may be sustained by the said Vestry by reason of the Non-observance by the Company of any of the Provisions of this Act in relation to the said Vestry shall be assessed by any such Magistrate, and may be recoverable, with all Costs, Charges, and Expenses attending the Proceedings for the Recovery of the same, in like Manner as Costs, Charges, and Expenses are by this Section made recoverable; and such Penalties shall be paid to the said Vestry, anything contained in an Act made and passed in the Session holden in the Second and Third Years of the Reign of Her present Majesty, Chapter 71, or in any other Act or Acts, to the contrary notwithstanding.

Local Rates  
to be made  
good in  
Parish of  
St. Martin's-  
in-the-Fields

**55.** If and while the Company are possessed under the Authority of this Act of any Lands, Houses, Buildings, or other Property assessed or liable to be assessed to any Parochial or other General or Special Rate, and until the Railway by this Act authorized is completed and assessed or liable to be assessed to the respective Rates, the Company shall be liable to make good the Deficiency in the Assessment for such Rates by reason of such Lands, Houses, Buildings, or Property being taken or used by them for the Purposes of this Act, and the Deficiency shall be computed according to the Rental at which such Lands, Houses, Buildings, and Property respectively are now rated in the said Rates.

Land of  
London and  
South-west-  
ern Railway  
Company not  
to be taken  
without Con-  
sent.

**56.** Notwithstanding anything in this Act contained, the Company shall not take, enter upon, or use any Land of the *London and South-western* Railway Company, or acquire any Right or Easement therein, without the Consent in Writing of that Company under their Common Seal.

Traffic along  
Vine Street  
not to be  
obstructed  
without Con-  
sent.

**57.** Notwithstanding anything in this Act contained, the Company shall not, without the like Consent, execute any Work or do any Act whereby the Passage along *Vine Street, Lambeth*, by all or any Description of Traffic entitled to use the same as a Way to and from the Station, Works, and Property of the *London and South-western* Railway Company, shall or may be obstructed or impeded.

For Protec-  
tion of Me-  
tropolitan  
District Rail-  
way.

**58.** The Company, in constructing their Railway under the *Metropolitan District* Railway, and for a Distance of 50 Feet on each Side of such Railway, shall (but as regards such 50 Feet on each Side of the Railway subject to the Provision in this Act contained with reference to the Metropolitan Board of Works) execute their Works on Plans, Sections, and Specification to be previously approved by the Engineer of the *Metropolitan District* Railway Company, and under his Superintendence and Control, and so as not to alter the Level of the *Metropolitan District* Railway, nor stop or impede



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impede the Traffic of that Company, and the Company shall pay the reasonable Expenses of such Engineer.

59. If the Railway shall not be completed within Five Years from the passing of this Act, then, on the Expiration of such Period, the Powers by this Act granted to the Company for making the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Period for  
Completion  
of Railway.

60. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Seven thousand Pounds, being Eight *per Centum* upon the Sum of Eighty-seven thousand five hundred Pounds, the Amount of the estimated Expense of the Railway authorized by this Act, has been deposited in the Court of Chancery in *England*, pursuant to the same Act, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Seven thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends thereon, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred 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, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Seven thousand Pounds so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid or transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Seven thousand Pounds shall have been executed by the Company, with One or more Sureties,

Money depo-  
sited in the  
Court of  
Chancery to  
be forfeited  
to the Crown  
in a certain  
Event.

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(such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Seven thousand Pounds and the Interest or Dividends thereof shall be transferred and paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls for  
Passengers  
and Animals.

**61.** The Company may demand and take for the Use of the Railway, and for the Supply of Carriages, Waggon, or Trucks, any Tolls not exceeding the following; (that is to say,)

First, for every Passenger conveyed upon the Railway or any Part thereof, the Sum of Twopence:

Second, for every Animal conveyed upon the Railway or any Part thereof, the Sum of One Shilling.

Maximum  
Rates of  
Charge for  
Passengers.

**62.** The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railway, and of Carriages, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Twopence:

For every Passenger conveyed in a Second-class Carriage, One Penny Halfpenny:

For every Passenger conveyed in a Third-class Carriage, One Penny.

**63.** Pro-

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**63.** Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Restriction as to Charges not to apply to Special Trains.

**64.** 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.

Passengers Luggage.

**65.** And with respect to small Packages, be it enacted, That, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

Tolls for small Parcels.

For the Carriage on the Railway or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, One Penny :

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, One Penny Half-penny :

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Twopence :

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Threepence :

And for the Carriage of any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit.

**66.** Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreements with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Company may take increased Charges, by Agreement.

**67.** It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always,

Interest not to be paid on Calls paid up.

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always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced to him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of the Company's Capital.

**68.** It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railway not exempt from Provisions of present and future General Railway Acts.

**69.** Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Expenses of Act.

**70.** All the Costs, Charges, and Expenses for applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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