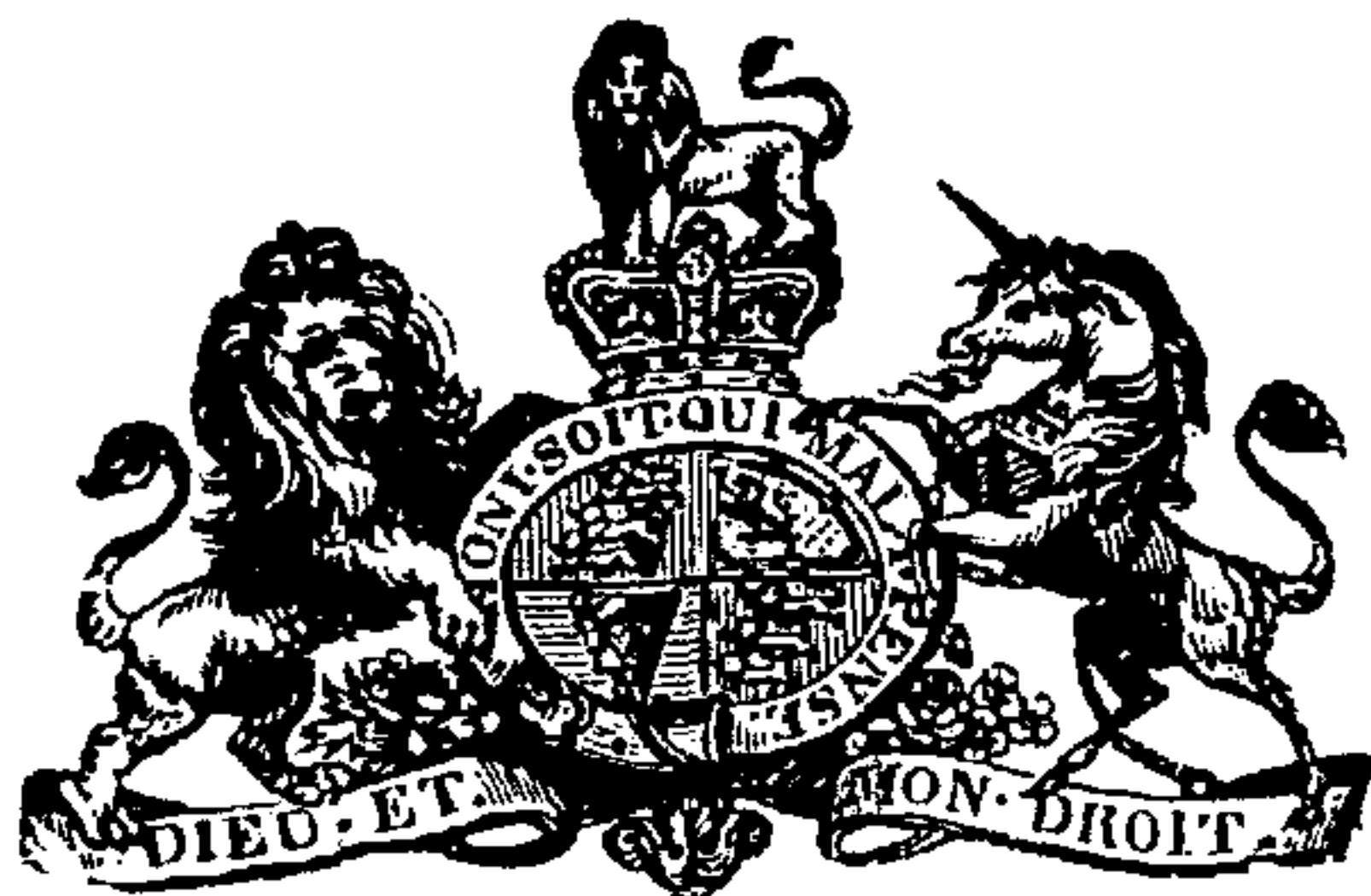


[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.



CHAPTER clxxxiv.

An Act for making Railways in the county of Middlesex A.D. 1888.
to be called the Metropolitan Outer Circle Railway
and for other purposes. [7th August 1888.]

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

And whereas the persons in this Act named with others are willing at their own expense to construct the railways and are desirous of being incorporated into a company for that purpose :

And whereas plans and sections of the intended railways showing the lines and levels thereof and also books of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Middlesex and are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas the objects 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 Metropolitan Outer Circle Short title.
Railway Act 1888.

2. The Companies Clauses Consolidation Act 1845 Part I Incorporation of
(relating to cancellation and surrender of shares) and Part III general
(relating to debenture stock) of the Companies Clauses Act 1863 Acts.
the Lands Clauses Consolidation Acts 1845 1860 and 1869 as
amended by the Lands Clauses (Umpire) Act 1883 the Railways

[Price 6s. 3d.]

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[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888. — Clauses Consolidation Act 1845 and Part I (relating 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 partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act. The expressions "the railways" "the railway" and "the undertaking" mean respectively the railways and undertaking or any part thereof by this Act authorised. The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partly 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. Charles Grey Mott the Right Honourable Viscount Bury Sampson Hanbury Alexander Billing Sim James Richardson George Buchanan 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 Metropolitan Outer Circle 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.

Power to make railways and works.

5. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railways herein-before referred to and authorised by this Act are:—

Railway No. 1, 2 furlongs 9 chains or thereabouts in length commencing in the parish of Ealing by a junction with the Acton and Ealing Railway of the Metropolitan District Railway Company and terminating in the parish of Acton

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

by a junction with the Railway No. 3 by this Act authorised A.D. 1888.
in a field numbered 108 on the Ordnance map of that
parish :

Railway No. 2, 1 furlong 8·30 chains or thereabouts in length
commencing in the said parish of Ealing by a junction with
the lines of railway known as the relief lines of the Great
Western Railway Company and terminating in the parish of
Acton by a junction with the Railway No. 3 by this Act
authorised :

Railway No. 3, 2 miles 7 furlongs 8·40 chains or thereabouts in
length commencing in the said parish of Acton by a junction
with the Railways Nos. 1 and 2 by this Act authorised or one
of them at or near the point above described as the termination
of the said Railway No. 1 and terminating in the parish of
Harrow-on-the-Hill in a field numbered 1366 on the Ordnance
map of that parish :

Railway No. 4, 1 mile 1 furlong 7·35 chains or thereabouts in
length commencing in the parish of Willesden by a junction
with the railway constructed under and authorised by the
Midland and South-western Junction Railway Act 1864 and
terminating in the parish of Harrow-on-the-Hill by a junction
with the Railway No. 5 by this Act authorised :

Railway No. 5, 4 furlongs 0·55 chains or thereabouts in length
commencing in the parish of Harrow-on-the-Hill by a junction
with the Railways Nos. 3 and 4 by this Act authorised or one
of them at or near the point above described as the termination
of the Railway No. 3 by this Act authorised and terminating
in the parish of Kingsbury in a field numbered 257 on the
Ordnance map of that parish :

Railway No. 6, 3 furlongs 4·90 chains or thereabouts in length
wholly situate in the parish of Kingsbury commencing by
a junction with the railway of the Metropolitan Railway
Company constructed under and authorised by the Kingsbury
and Harrow Railway Act 1874 and terminating by a junction
with the Railway No. 7 by this Act authorised :

Railway No. 7, 2 miles 5 furlongs 6 chains or thereabouts in
length commencing in the parish of Kingsbury by a junction
with the Railways Nos. 5 and 6 by this Act authorised or one
of them at or near the point above described as the termina-
tion of the Railway No. 5 and terminating in the parish of
Hendon in a field numbered 756 on the Ordnance map of
that parish :

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

Railway No. 8, 3 furlongs 5·75 chains or thereabouts in length wholly situate in the parish of Hendon commencing by a junction with the main line of the Midland Railway Company and terminating by a junction with the Railway No. 9 by this Act authorised :

Railway No. 9, 4 miles 1 furlong 3·15 chains or thereabouts in length commencing in the parish of Hendon by a junction with the Railways Nos. 7 and 8 by this Act authorised or one of them and terminating in the parish of Tottenham in the field numbered 14 on the Ordnance map of that parish :

Railway No. 10, 1 furlong 9 chains or thereabouts in length wholly situate in the parish of Tottenham commencing by a junction with the Railway No. 9 by this Act authorised and terminating in a field numbered 5 on the Ordnance map of that parish :

Railway No. 11, 1 furlong 4 chains or thereabouts in length commencing in the parish of Edmonton by a junction with the main line of the Great Northern Railway Company and terminating in the parish of Tottenham by a junction with the Railways Nos. 10 and 12 by this Act authorised or one of them :

Railway No. 12, 2 furlongs 1 chain or thereabouts in length wholly situate in the parish of Tottenham commencing by a junction with Railway No. 11 by this Act authorised and terminating in the field numbered 20 on the Ordnance map of that parish :

Railway No. 13, 2 furlongs 3·50 chains or thereabouts in length wholly situate in the parish of Tottenham commencing by a junction with the Railway No. 9 by this Act authorised at or near the point above described as the termination thereof and terminating by a junction with the Railway No. 14 by this Act authorized :

Railway No. 14, 3 miles or thereabouts in length commencing in the parish of Tottenham by a junction with Railways Nos. 12 and 13 by this Act authorised or one of them and terminating in the parish of Tottenham in the field numbered 132 on the Ordnance map of that parish :

Railway No. 15, 7 furlongs or thereabouts in length situate wholly in the parish of Tottenham commencing by a junction with the Railway No. 14 by this Act authorised at or near the point above described as the termination of the said Railway No. 14 and terminating by a junction with the Cambridge up main line of the Great Eastern Railway :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

Railway No. 16, 5 furlongs 3·80 chains or thereabouts in length wholly situate in the parish of Tottenham commencing by a junction with the said Railway No. 14 at or near the point above described as the termination of that railway and terminating by a junction with the Cambridge down main line of the Great Eastern Railway. A.D. 1888.

6. In constructing and maintaining the railways and works authorised by this Act where the same will cross under or over or form junctions with and otherwise affect the railways and works of the Great Eastern Railway Company (herein-after called "the Great Eastern Company") the Company shall be subject to the following provisions and conditions for the protection of the Great Eastern Company (that is to say):—

For protec-
tion of the
Great
Eastern
Railway
Company.

(1) The Company shall not 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 all or any of which are herein-after referred to as "the Great Eastern Railway" or execute any works whatever under or over or affecting the same until the Company shall have delivered to the Great Eastern Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer for the time being of the Great Eastern Company and all the intended works under or over or affecting the Great Eastern Railway shall be executed by the Company according to such approved plans and drawings and under the superintendence and control and to the reasonable satisfaction of the engineer for the time being of the Great Eastern Company Provided that if the said engineer shall not approve or disapprove the said plans and drawings within one month after they are submitted to him he shall be deemed to have approved the same and any difference which may arise between the Company and the Great Eastern Company as to the said plans and drawings shall be determined by arbitration in manner herein-after provided :

(2) The junctions of the Railways Nos. 15 and 16 by this Act authorised with the Great Eastern Railway shall be made either with the two existing lines of that railway or (at the option of the Great Eastern Company) with the two additional lines which they intend to lay down by the side of such existing lines or (at the option of the Great Eastern Company) with both the said existing lines and additional lines and the Company shall make such further application to Parliament as may be necessary for the purpose of effecting such junctions and all works required for effecting such junctions or affecting

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1882.

A.D. 1888.

the Great Eastern Railway or within fifty yards thereof shall be made according to plans and sections first approved in writing by the engineer of the Great Eastern Company and in all things at the expense of the Company and the said junctions shall be made under the superintendence and control and to the reasonable satisfaction in all things of the engineer of the Great Eastern Company and so as to provide for and admit of the widening of the Great Eastern Railway by the laying down of two additional lines of railway and the Company shall not in the construction and maintenance of Railways Nos. 15 and 16 respectively use any larger quantity of the land belonging or leased to the Great Eastern Company which may be required for the purposes of widening the Great Eastern Railway than it may be absolutely necessary to use for the purpose of constructing and maintaining the junctions therewith of Railways Nos. 15 and 16 respectively and the said junctions shall respectively be constructed so far as may be practicable to avoid crossing on the level any of the lines of railway of the Great Eastern Railway as widened by the laying down of two additional lines of railway Provided that if the said engineer shall not approve or disapprove the said plans and drawings within one month after they are submitted to him he shall be deemed to have approved the same and any difference which may arise between the Company and the Great Eastern Company as to the said plans and drawings shall be determined by arbitration in manner herein-after provided :

- (3) The Great Eastern Company at or near the junctions between the said Railways Nos. 15 and 16 and the Great Eastern Railway may from time to time erect maintain and alter such signals and other works and conveniences and appoint and remove a sufficient number of watchmen pointsmen and other servants as may be necessary for their protection against damage to or detention of or interference with the traffic at or near the said junctions and the working and management of such signals works and conveniences and the control and direction of such watchmen pointsmen and other servants shall belong exclusively to the Great Eastern Company and all the costs and expenses during each half year of erecting maintaining and altering such signals works and conveniences and of employing and paying such watchmen pointsmen and other servants shall at the expiration of each half year ending the thirtieth day of June and the thirty-first day of December be repaid to the Great Eastern Company on demand and in default the amount of such costs and expenses may be

recovered by the Great Eastern Company from the Company in any court of competent jurisdiction : A.D. 1888.

(4) If by reason or in consequence of the construction of the junctions of Railways Nos. 15 and 16 with the Great Eastern Railway the Great Eastern Company should think it requisite having reference to the reasonable necessity of the case or should be compelled to make and maintain any additional works and things upon or in connexion with their railway (including a bridge with the necessary approaches thereto to carry over the railway the road which now crosses the Great Eastern Railway on the level immediately to the north of the Park Station thereon) the Great Eastern Company may make and construct in and upon the land of the Company as well as on their own lands all such works and things as they may think requisite or desirable but so that such works and things shall not interfere with the uninterrupted and safe use of the Company's railway or of any traffic thereon and the sum from time to time certified by their engineer to be a reasonable amount expended upon the construction and maintenance of such works and things shall be paid to them by the Company and the same 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. Provided that if the Company dispute the necessity of the works or that they or any part thereof are caused through the construction of the railway of the Company or if the Company dispute the amount expended thereon or any other matter and thing relating thereto the same shall be referred to arbitration in manner herein-after provided :

(5) The Great Eastern Company may at any time or times hereafter at their own expense alter or remove the junctions by this Act authorised or any of them of the said Railways Nos. 15 and 16 with the Great Eastern Railway and substitute a new junction or new junctions as the case may be therefor but so as such alteration or removal or substitution as the case may be shall not stop the traffic on the said Railways Nos. 15 and 16 as the case may be or unnecessarily interfere therewith :

(6) The Company shall construct the bridge and other works by which Railway No. 15 shall be carried over the Great Eastern Railway of one clear span of seventy feet measured on the square and of a clear height of fourteen feet six inches throughout from the level of the existing lines of railway upon the said main line so as to enable the Great Eastern Company

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

to widen their railway by the addition of four lines of railway to be laid down in such manner as their engineer may determine :

(7) The Company shall at all times maintain all junctions bridges and other works over under or in any way affecting the railways and works of the Great Eastern Company and the works necessary and incidental thereto in substantial repair and good order and condition under the superintendence of and to the reasonable satisfaction in all respects of the engineer of the Great Eastern Company and if and whenever the Company fail so to do that 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 Great Eastern Company 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 default of full repayment may be recovered with full costs by that Company from the Company in any court of competent jurisdiction :

(8) The railways and other works by this Act authorised shall so far as they affect any of the railways or works of the Great Eastern Company after the commencement thereof be proceeded with with all practicable despatch and if in the reasonable opinion of the 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 acquired 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 engineer of the Great Eastern Company may reasonably 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 or be put to in or about the matters aforesaid :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

A.D. 1888.

(9) During the construction of the railways and works by this Act authorised under over across adjoining near to or affecting the Great Eastern Railway the Company shall bear and on demand pay to that Company all expense of employment by them of a reasonably sufficient number of inspectors signalmen and watchmen to be appointed by that Company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

(10) All junctions bridges and works by this Act authorised with over under or in any way affecting the Great Eastern Railway shall be constructed and maintained so that the traffic upon the railway shall not be in anywise impeded or interfered with :

(11) If by reason of the construction or maintenance of the railways and works by this Act authorised or any of them or the failure of any of the works or of the maintenance thereof or otherwise the Great Eastern Railway shall be injured or damaged or the traffic thereon impeded the Company shall compensate the Great Eastern Company for all costs damages 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 the Great Eastern Railway :

(12) The Company shall indemnify the Great Eastern Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the Great Eastern Railway 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 servants or workmen :

(13) The Company shall not acquire any estate or interest in the lands and property of the Great Eastern Company other than an easement or right of constructing or maintaining thereon the works by this Act authorised :

(14) The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

- provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (15) Nothing in this Act contained shall extend to diminish prejudice alter or take away any of the rights privileges or powers of the Great Eastern Company otherwise than as is herein expressly provided :
- (16) The Company shall not except with the consent in writing of the Great Eastern Company under their common seal open Railways Nos. 15 and 16 by this Act authorised or either of them for public traffic unless and until they have provided at or near the junction of Railways Nos. 15 and 16 respectively with the said Great Eastern Railway all necessary and proper sidings and accommodation to the reasonable satisfaction of the Great Eastern Company for the interchange and forwarding of traffic passing to or from the railways of the Great Eastern Company from or to the railways by this Act authorised :
- (17) Any difference which may arise between the two Companies under any of the foregoing enactments 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 protec-
tion of Great
Northern
Railway
Company.

7. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railways Nos. 9 10 11 12 and 13 and the junction curves thereof with the Great Northern Railway and with respect to the making and maintaining of those railways shall unless with the previous consent of the Great Northern Railway Company (hereinafter called "the Great Northern Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

- (1) The Company shall not without in every case the previous consent of the Great Northern Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that Company except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed :
- (2) With respect to any land of the Great Northern Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

the Great Northern Company may and shall sell and grant A.D. 1888.
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 :

- (3) The Railway No. 9 by this Act authorised where it is intended to pass under the Edgware and the High Barnet branches respectively of the Great Northern Railway shall be so constructed as to pass under the same by means of wrought-iron girder bridges the flooring and girders of which shall be of wrought iron and so as to admit of the convenient making maintaining and working of two lines of railway on each of the said branches and without any alteration in the present levels thereof respectively The Company shall when required by the Great Northern Company construct in a similar manner bridges necessary for two additional lines of railway on each of the said branches :
- (4) The Railway No. 10 shall be carried over the main line of the Great Northern Railway by means of a wrought-iron girder viaduct of the full width of that railway with openings of not less than fifty feet span each on the square with a headway of not less than fourteen feet six inches throughout :
- (5) The Railway No. 13 by this Act authorised shall be carried over the main line of the Great Northern Railway by means of a wrought-iron girder viaduct to the full width of that railway with openings of not less width than seventy-five feet span each on the square with a headway of not less than fourteen feet six inches throughout :
- (6) The junction of the Railway No. 11 by this Act authorised with the main line of the Great Northern Railway at Southgate Station shall be effected at such point and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Great Northern Company herein-after referred to as " the principal engineer " :
- (7) The said portions of railways and works by this Act authorised where the same will be made under over or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Great Northern Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications and of such quality and strength of materials and in such manner as shall be previously submitted to and approved in writing by the principal engineer and the Company shall not commence

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

the construction of the said portions of railways and works or enter upon or interfere with any land works or property belonging to or used by the Great Northern Company until such plans sections and specifications have been so submitted and approved. Provided always that if the principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said portions of railways and works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provision of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the Great Northern Company by the President for the time being of the Institution of Civil Engineers :

(8) The said portions of railways and works and all works necessary or incident to the construction thereof or affecting the property or works of the Great Northern Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the principal engineer and the Company shall execute and complete any works and portions of works which the said engineer shall deem necessary and expedient before they commence any other portion :

(9) The said portions of railways and works shall after commencement thereof be proceeded with with all practicable despatch and if in the opinion of the principal engineer or in case of difference in the opinion of an engineer to be appointed as aforesaid the Company shall not be proceeding in the construction and execution of the said portions of railways and other works with all despatch as aforesaid it shall be lawful for the Great Northern Company without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired 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 portions of railways and works or so much thereof as the principal engineer may consider desirable or expedient for the safety of the Great Northern Railway property and works or for preventing and removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as the Great Northern Company might have used or occupied the

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

same if the said portions of railways and works had not been commenced or constructed and the Company shall on demand repay to that Company all payments costs damages and expenses which they may incur become liable or be put to in or about the matters aforesaid : A.D. 1888.

(10) Save with the consent of the Great Northern Company the Company shall not in any manner in the execution of any of their works except for the execution of the junctions by this Act authorised remove or disturb any of the rails of the Great Northern Company's railway sidings or other works and the Company shall not interfere with the free uninterrupted and safe use of the same or of any traffic thereon :

(11) The Great Northern Company may from time to time either on their own lands or on the lands of the Company erect such signals and conveniences incident to the junction of Railway No. 11 with the main line of that Company and may from time to time appoint and remove such watchmen switchmen and other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the said junction and may also employ during the execution of any work affecting any railway siding or other work of that Company a sufficient number of inspectors watchmen and signalmen for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or their contractors with reference thereto or otherwise The working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Great Northern Company and all the expenses of erecting maintaining and if necessary of altering from time to time those signals and conveniences and of employing such watchmen switchmen inspectors signalmen and other persons as aforesaid and all incidental current expenses shall at the end of every half year be repaid by the Company to the Great Northern Company and in default thereof may be recovered from them with full costs of suit in any court of competent jurisdiction :

(12) If by reason of the execution or maintenance of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Great Northern 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 then the Great Northern Company may make good the same and recover the expenses thereof with full costs against the Company in any court of competent jurisdiction. And if any obstruction or interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Great Northern Company by reason of any of the matters or causes aforesaid the Company shall pay to that Company all damages costs and expenses to which that Company may be put and shall effectually indemnify the Great Northern Company from all claims or demands upon or against them by reason or in consequence of such acts or defaults as aforesaid and shall also pay by way of liquidated damages to the Great Northern Company five hundred pounds for every hour or part of an hour during which such traffic shall be obstructed interrupted or impeded upon the main line of the Great Northern Company and twenty-five pounds for every hour or part of an hour during which such traffic shall be obstructed interrupted or impeded upon any branch line or sidings of the Great Northern Company such costs expenses and compensation to be recoverable with full costs by that Company from the Company in any court of competent jurisdiction :

(13) The Company shall at all times maintain the bridges arches openings or other works by which their railways are carried under or over the railways sidings or other works of the Great Northern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of that Company. And if and whenever the Company fail so to do the Great Northern Company may make and do in and upon as well as the lands of that Company as their own lands all such works and things as that Company 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 default of full repayment may be recovered with full costs by the Great Northern Company from the Company in any court of competent jurisdiction :

(14) If the Great Northern Company shall at any time hereafter be desirous for the purpose of forming branches or sidings to

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

construct bridges under or over the said railways authorised by this Act the Company shall afford to the Great Northern Company all reasonable and proper facilities for the construction of such bridges or sidings according to plans to be agreed between the principal engineers of the two Companies for the time being or in case of difference to be determined by arbitration as herein-before provided :

A.D. 1888.

(15) The amounts to be paid for the acquisition of such easement as aforesaid shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :

(16) Any difference which may arise between the two companies under this enactment or with reference thereto and which is not herein-before otherwise specially provided for 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.

8. For the protection of the Great Western Railway Company (herein-after called "the Great Western Company") the following provisions shall have effect (that is to say) :—

For the protection of the Great Western Railway Company.

(1) The Company shall not enter upon or interfere with the railway of the Great Western Company or any of the lands or works of that Company or execute any works whatever under or affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer for the time being of the Great Western Company appointed for that purpose or in the event of his failure for twenty-eight days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed by the Board of Trade :

Not to enter on lands of Great Western Company until plans of proposed works affecting that Company approved.

(2) In constructing the railways or any of them by this Act authorised through or over the land and property of the Great Western Company the Company shall not deviate from the centre line shown on the deposited plans where Railway No. 1

As to execution of the railways on lands of Great Western Company.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

crosses the railway of the Great Western Company without the previous consent in writing of that Company under their common seal and the said Railway No. 1 where the same is intended to cross the railway of the Great Western Company shall unless otherwise agreed be carried over that railway and works by means of a bridge of two spans of not less than thirty-one feet each on the square and a headway of not less than sixteen feet and the said Railway No. 1 shall also be carried over land on which sidings are proposed to be constructed by the Great Western Company on the north side of their railway where it is intended to be crossed by the said Railway No. 1 by means of a bridge of a span of not less than thirty-one feet on the square and a headway of not less than sixteen feet and such crossing of the railway and land for sidings shall be effected in such a manner as not to injure the stability of the railway and works of the Great Western Company in any way whatever :

Company to pay to the Great Western Company expenses of watchmen during construction of works.

(3) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railways by this Act authorised over and adjacent to the Great Western Company's railway lands and works of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching the said railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise :

Damages sustained by Great Western Company to be repaid.

(4) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or to any company or persons using the same or otherwise during the execution or renewal or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

- (5) The Company shall at their sole expense at all times maintain the bridges and other works by which the Railway No. 1 by this Act authorised shall be carried over the railway works and land of the Great Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Company and if and whenever the Company fail so to do after one month's notice from the Great Western Company for that purpose or in case of urgency without any notice being required the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Great Western Company shall think requisite in that behalf for insuring such repair and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction :
- (6) In constructing the Railways Nos. 1 and 2 by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the Great Western Railway and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said Great Western Railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Great Western Company the sum of one hundred pounds per hour during which any such obstruction or interference shall continue :
- (7) Except for the purposes of the crossing of the Great Western Railway and for the junction of Railway No. 2 with that railway which junction or the substituted junction herein-after referred to are to be maintained and worked at the expense and risk of the Company the Company shall not take or acquire any rights over any land of the Great Western 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 Western Company or to alter vary or interfere with the railway of that Company or with any of the works thereof further or otherwise than is necessary for the construction of the Railways Nos. 1 and 2 by this Act

A.D. 1888.
—
Maintenance
of works
affecting the
railways of
the Great
Western
Company.

Not to inter-
fere with
traffic on
Great
Western
Railway.

No land of
Great
Western
Company to
be taken
except for
certain
works.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment and the Great Western Company may at any time or times hereafter should it be necessary for them to do so alter or remove the junction by this Act authorised with their railway and substitute a new junction therefor but so as such alteration or removal or substituted junction as the case may be shall not stop the traffic of the Railway No. 2 by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith :

Company
to pay for
easement.

(8) The Company shall pay to the Great Western Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement :

Arbitration.

(9) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers the costs of such arbitration to be in the discretion of such arbitrator :

Saving rights
of Great
Western
Company.

(10) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

powers of the Great Western Company otherwise than is by this Act expressly provided. A.D. 1888.

9. In constructing so much of Railway No. 3 as shall be under the railways and sidings or upon the lands of the London and North-western Railway Company (in this section called "the North-western Company") the following provisions shall apply and have effect (that is to say) :—

For protection of the London and North-western Railway Company.

1. The Company shall construct the said portion of Railway No. 3 with two lines of rails only and in such line within the limits of deviation as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North-western Company (in this section called "the said principal engineer") and so as to leave undisturbed at all times the lines of railways sidings and other works connected therewith of the North-western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways and sidings of the North-western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall forfeit and pay to the North-western Company in respect of any obstruction to or interference with any of their four main lines of railway the sum of one hundred pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue and in respect of any obstruction to or interference with any other railways or sidings of the North-western Company the Company shall pay that Company the sum of twenty-five pounds per hour for such hourly continuance :
2. The said portion of railway shall be constructed under the four main lines of railway of the North-western Company and for a distance of six yards on each side thereof at the point of crossing so as to pass under the same by means of a wrought-iron girder bridge the flooring and girders of which shall be of wrought iron and the upper surface of such flooring shall be at a uniform level of three feet at least below the level of the existing southerly or fast lines of the London and North-western Railway at the said point of crossing :
3. The remainder of the said portion of Railway No. 3 shall be constructed in a brick arched structure up to the northern boundary of the lands of the North-western Company at

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

the point of crossing the top of the said arched structure to be at least four feet below the rail level aforesaid :

4. The said girder bridge and the said arch or tunnel shall be constructed in such manner and of such strength as to be convenient and sufficient for the construction and laying down thereover by the North-western Company of such lines of rail sidings and other works as they may deem expedient :
5. The Company shall construct the said portion of Railway No. 3 and all the works necessary and incident to the construction thereof or affecting the property and works of the North-western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the North-western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said portion of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North-western Company by the President for the time being of the Institution of Civil Engineers :
6. The said portion of railway and all works necessary or incident to the construction thereof or affecting the property or works of the North-western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer and the Company shall execute and complete any works and portions of the works which the said engineer shall deem necessary and expedient before they commence any other portion :
7. The said portion of railway and other works shall after commencement thereof be proceeded with with all practicable despatch and if in the opinion of the said principal engineer or in case of difference in the opinion of an engineer to be

appointed as aforesaid the Company shall not be proceeding in the construction and execution of the said portion of the said railway and other works with all despatch as aforesaid it shall be lawful for the North-western Company without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired 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 portion of railway and the said works or so much thereof as the said principal engineer may consider desirable or expedient for the safety of their railway 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 portion of railway and the said works had not been commenced or constructed and the Company shall on demand repay to the North-western Company all payments costs damages and expenses which they may incur become liable or be put to in or about the matters aforesaid :

A.D. 1888.

8. The Company shall not (except with the previous consent of the North-western Company under their common seal) purchase or acquire any lands or property of the North-western Company but the Company may purchase and take and the North-western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said portion of Railway No. 3 in accordance with the provisions of this section :
9. During the construction of the said portion of railway under across and adjoining and near to or affecting the railways property and works of the North-western Company the Company shall bear and on demand pay to that Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 Vict.]
Act, 1888.

A.D. 1888.

10. The Company shall at all times maintain the said portion of railway and all the works connected therewith and incident thereto by which the said railway shall be carried under across and adjoining the railways works and lands of the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North-western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North-western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction ;
11. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses which may be occasioned to that Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways 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 will effectually indemnify and hold harmless the North-western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
12. The Company and the North-western Company may agree upon any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed :
13. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North-western Company otherwise than is herein expressly provided.

For protec-
tion of the
Metropolitan
Railway
Company.

10. The Company in constructing Railways Nos. 5 and 6 under the powers of this Act shall be bound by and comply with the following restrictions and provisions :—

- (1) The Company shall construct the bridge and other works by which Railway No. 5 will be carried over the Kingsbury Extension of the Metropolitan Railway of such a length as to

give the Metropolitan Railway a clear width between the abutments of not less than forty-eight feet measured on the square and a clear height of fifteen feet throughout so as to enable the Metropolitan Railway Company (herein-after called "the Metropolitan Company") to widen their railway on the northern side thereof at such crossing by the addition of two lines of railway and all the works in or upon the lands of that Company for the purpose of carrying the railway over the railway of that Company shall be executed under the superintendence and to the reasonable satisfaction in all respects of the engineer of that Company but at the expense of the Company :

A.D. 1888.

- (2) The junction between Railway No. 6 and the Kingsbury Extension of the Metropolitan Railway shall be made either with the two existing lines of that extension or (at the option of the Metropolitan Company) with the two additional lines which that Company intend to lay down on the northern side of such existing lines and such junction shall be effected in a substantial manner by means of connexion rails and points and other works of such construction and laid in such manner as the engineer for the time being of the Metropolitan Company may from time to time approve and require and shall be executed to his satisfaction in all respects and so that the railway shall not cross on the level those lines of the said Kingsbury Extension with which the junction is not to be made without the consent of the Metropolitan Company :
- (3) The Company shall at all times maintain the bridge or other works by which the Railway No. 5 shall be carried over the Metropolitan Railway and also the aforesaid junction and communication with the Metropolitan Railway and the works necessary and incidental thereto in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Metropolitan Company and if and whenever the Company fail so to do that 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 Metropolitan Company 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 default of full repayment may be recovered with full costs by that Company from the Company in any court of competent jurisdiction :
- (4) The bridge and other works by which the Railway No. 5 shall be carried over the Metropolitan Railway and all works

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

and conveniences connected therewith and the said junction and works shall be made only according to such plans elevation sections specifications and dimensions as shall be submitted by the Company to the engineer of the Metropolitan Company and reasonably approved by him in writing before any of those works are begun or in case of refusal or neglect to approve the same within one month of such submission of such plans as shall be settled and determined by an engineer to be appointed by the Board of Trade :

- (5) The Company shall not without in every case the previous consent of the Metropolitan Company in writing under their common seal take use enter upon or interfere with any of the lands railways or works from time to time belonging to or in the possession or under the power of that Company except only such parts of their lands as it shall be necessary for the Company to take use enter upon or interfere with for the purpose of making and maintaining the railways :
- (6) The Company shall not in the execution of any of their works obstruct or interfere in any manner with the free uninterrupted and safe user of the Metropolitan Railway or any traffic thereon :
- (7) The Company shall bear and on demand pay to the Metropolitan Company the expense of the employment by that Company during the execution of the works affecting that Company of a sufficient number of inspectors and watchmen to be appointed by that Company for watching their railway and its works with reference to and during the execution of such works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise :
- (8) If by reason of the execution of any of the works of the Company or the failure of any such works or any act or omission of the Company or of their contractors or otherwise the Metropolitan Railway 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 then the Metropolitan Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of the Metropolitan Company by reason of any of the matters or causes aforesaid the

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

Company shall pay to that 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 such costs expenses and compensation to be recoverable with full costs by that Company from the Company in any court of competent jurisdiction: A.D. 1888.

(9) With reference to any lands railway or works of the Metropolitan Company which the Company is by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Metropolitan Company may and shall sell and grant accordingly an easement or right of taking and using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(10) Nothing in this Act contained shall extend to diminish prejudice alter or take away any of the rights privileges or powers of the Metropolitan Company otherwise than as is herein expressly provided:

(11) Any difference which may arise between the two Companies 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.

11. The Metropolitan Company at the junction or junctions of their railway with Railway No. 6 hereby authorised may from time to time erect maintain and alter such signals and other works and conveniences and appoint and remove such watchmen pointsmen and other servants as the Metropolitan Company may deem necessary for their protection against damage to or detention of or interference with the traffic at or near the junction or junctions of Railway No. 6 hereby authorised with their railway and the working and management of such signals works and conveniences and the control and direction of such watchmen pointsmen and other servants shall belong exclusively to the Metropolitan Company and all the costs and expenses during each half-year of erecting maintaining and altering such signals works and conveniences and of employing and paying such watchmen pointsmen and other servants shall at the expiration of each half-year be repaid to the Metropolitan Company on demand and in default the amount of such costs and expenses may be recovered by the Metropolitan Company from the Company in any court of competent jurisdiction.

Signals &c.
at points of
junctions to
be erected
and main-
tained by the
Metropolitan
Railway
Company.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 Vict.]
Act, 1888.

A.D. 1888.

For the protection of the Metropolitan District Railway Company.

Method of effecting junctions.

Company to pay all damages sustained by the District Company.

Company to maintain junctions and works.

12. The following provisions for the protection of the Metropolitan District Railway Company (herein-after called "the District Company") shall be observed and carried into effect (that is to say) :—

1. The junction of the Railway No. 1 by this Act authorised with the railway of the District Company and all works required for effecting such junction or affecting the lands or works of the District Company or within fifty yards thereof shall be made according to plans and sections first approved in writing by the engineer of that Company and in all things at the expense of the Company :
2. The Company shall from time to time be responsible for and make good to the District Company all costs losses damages and expenses from time to time occasioned to that Company or any of their works or property or the traffic on their railway or to any company or companies person or persons using the same railway or works or otherwise by reason of the execution or failure of any of the works of or incidental to the construction or maintenance of the railways by this Act authorised or any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the District Company from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission :
3. The Company shall at their sole expense at all times maintain their said junction and works within fifty yards of the railway of the District Company in substantial repair and good order and condition to the satisfaction in all respects of the engineer for the time being of the District Company and if and whenever the Company fails so to do after one month's notice from the District Company for that purpose or in case of urgency the District 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 District Company shall think requisite in that behalf and the sum from time to time certified by the said engineer to be the amount of the expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the District Company from the Company in any court of competent jurisdiction.:

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

4. If any difference or dispute shall arise between the engineer of the Company and the engineer of the District Company as to the execution of the works to be done by the Company under the powers of this Act the same shall be from time to time referred to and settled by an engineer to be agreed upon between the Company and the District Company or in case of difference to be appointed on the application of either Company by the President for the time being of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the arbitrator : A.D. 1888.
For settle-
ment of
disputes.
5. The Company shall not acquire any estate or interest in the lands and property of the District Company other than an easement or right of constructing or maintaining therein the works by this Act authorised :
6. The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
7. Nothing in this Act contained shall prejudice take away lessen or interfere with any of the property rights powers interests and privileges of the District Company otherwise than is herein expressly provided. Saving
clause.

13. In constructing and maintaining the works authorised by this Act where they will pass over and otherwise affect the railway and works of the Midland Railway Company (herein-after called "the Midland Railway") the Company shall be subject to the following conditions (videlicet) :— For protec-
tion of the
Midland
Railway
Company.

- (1) All works crossing or affecting the said railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof :
- (2) Railway No. 7 shall be carried over the main line of the Midland Railway by means of a bridge with a clear span of fifty feet and with a clear headway of fourteen feet six inches and over the Hendon Crossing Railway authorised by the Midland Railway (Additional Powers) Act 1881 by means of

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

two bridges each of a clear span of twenty-five feet and with a clear headway of fourteen feet :

- (3) The junctions of Railway No. 4 and Railway No. 8 of the Company's railway with the railways of the Midland Railway shall be formed in such a position within the limits of deviation shown on the deposited plans and in such manner as shall be approved of by the principal engineer for the time being of the Midland Railway Company or failing agreement within thirty days after the submission of a plan by the Company to the Midland Railway Company by an engineer to be appointed by the Board of Trade on the application of either party :
- (4) If by reason of any works executed under the powers of or authorised by this Act the expense incurred by the Midland Railway Company in executing the works necessary for carrying the public road called Collin Deep Lane in the parish of Hendon over the railway authorised by the Act of 1881 shall be increased the excess of such expenditure shall be repaid by the Company to the Midland Railway Company on demand and in case of difference the amount of such excess shall be determined by arbitration pursuant to the Railway Companies Arbitration Act 1859 :
- (5) The works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company and in all things at the expense of the Company :
- (6) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or of the maintenance thereof or otherwise the said railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Midland Railway Company for all costs to which that Company may be put in repairing the said damage and shall also pay by way of liquidated damages to the Midland Railway Company ten pounds for every hour during which such traffic shall be impeded :
- (7) The Company shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the Midland Railway or by reason of any accident on the said railway which interruption or accident shall have

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen : A.D. 1888.

- (8) The Company shall not acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised :
- (9) The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

14. Whereas the Railway No. 7 by this Act authorised is intended to be carried over certain lands situate in the parish of Hendon in the county of Middlesex and numbered 36 37A and 41 on the deposited plans in the said parish of Hendon such lands in part forming the reservoir (herein-after called "the Brent Reservoir") for the Regent's Canal belonging or reputed to belong to the Company of Proprietors of the Regent's Canal (herein-after called "the Regent's Canal City and Docks Railway Company") and such lands in other part forming the Silk Stream Arm (herein-after called "the Silk Stream") of the Brent Reservoir and it is expedient to make provisions in respect thereof Therefore:--

- (1) Except only as is by this Act expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the estates rights interests powers and privileges vested in the Regent's Canal City and Docks Railway Company (herein-after called "the Regent's Canal Company") and the Company shall not without (or otherwise than in accordance with) the previous consent of the Regent's Canal Company in writing under their common seal alter the levels or beds of the Brent Reservoir and the Silk Stream or the watercourses or the banks or boundaries thereof or obstruct the means of access thereto respectively or divert intercept cut off take use or lessen any of the waters flowing in or by means of the Silk Stream or the watercourses thereof or which the Regent's Canal Company are authorised to take for the supply to or for the use of the Brent Reservoir the Silk Stream the Regent's Canal and the long level of the Grand Junction Canal or damage injure or interfere with any of the works of the Brent Reservoir or the Silk Stream or the watercourses thereof respectively or take or use (except for the limited purposes herein-after mentioned) any part of

For protec-
tion of the
Regent's
Canal City
and Docks
Railway
Company.

As to lands
of the Re-
gent's Canal
City and
Docks
Railway
Company.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

the Brent Reservoir or any part of the Silk Stream or any part of the watercourses thereof respectively or of the beds banks or works connected with the Brent Reservoir or Silk Stream or either of them or any land now belonging to the Regent's Canal Company or in which they may be interested and the Company shall not without such consent as aforesaid make any deviation from the levels of the railway as delineated on the deposited plans and sections thereof so as to leave a less headway than thirty-five feet over the existing top surface of the banks of the Silk Stream and nothing herein contained shall compel the Regent's Canal Company to convey or assign to the Company the fee simple or other interest in the land now belonging to them or in which they may be interested over which the railway and the works connected therewith are intended to pass but the same shall remain vested in the Regent's Canal Company subject nevertheless to the right of the Company and their successors for ever hereafter to construct maintain and use the railway and works hereby authorised :

Viaduct over
the Brent
Reservoir
and Silk
Stream and
other works
to be con-
structed by
the Com-
pany.

- (2) For the purpose of carrying Railway No. 7 over the Brent Reservoir and Silk Stream the Company shall construct and maintain a viaduct of brick stone concrete or iron or any of those materials combined over the Brent Reservoir and Silk Stream on land of the Regent's Canal Company in the parish of Hendon through which the railway shall pass and the span of the arches of the viaduct shall not be less than thirty feet measured from the face of each abutment and each and every abutment erected on land of the Regent's Canal Company and for a distance of one hundred feet on both sides of the reservoir shall be carried down to a depth of not less than eleven feet below the surface of the land and the Company shall make the channel of the Silk Stream under the said viaduct and for a length of not less than one hundred feet on each side of such viaduct of a uniform width of thirty feet and shall deepen such channel to the same extent so as to make the same throughout of a depth uniform with that of the lowest part of the existing channel within the distance of one hundred feet from the viaduct and shall remove all the earth to be excavated for the erection of the viaduct and in making such enlargement from the land and premises of the Regent's Canal Company and the Company shall restore any road belonging to the Regent's Canal Company which may be interfered with by the Company :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

- (3) The viaduct and all the works connected therewith shall be made and for ever maintained by the Company in good substantial and water-tight condition and repair and so far as relates to all precautions for the safety and preservation of the Brent Reservoir the Silk Stream and watercourses the water passing by means thereof respectively and the works connected therewith and for preserving a free and uninterrupted access to the Brent Reservoir and Silk Stream the viaduct enlargements of stream and all the works connected therewith respectively and all repairs thereof shall be made and done in accordance with plans and specifications to be in every case before the commencement of the works or repairs submitted to and approved by the Regent's Canal Company's engineer and the same works and repairs shall be commenced carried on and completed under his superintendence and to his reasonable satisfaction and if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the Brent Reservoir or the Silk Stream or watercourses or the works thereof respectively the Company shall under the superintendence and to the reasonable satisfaction of the Regent's Canal Company's engineer restore the same to the same state and condition as before the happening of the damage or injury and if and whenever during or after the making or repairing of the viaduct or any of the works connected therewith by reason of the same or of the making or repairing of the same or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or otherwise any loss of water or any obstruction of the present means of access to the Brent Reservoir or the Silk Stream or to the flow of water therein or in either of them occurs and notice in writing thereof is given by or on behalf of the Regent's Canal Company to the Company or their secretary or other principal officer and the Company do not within fourteen days after the notice or forthwith if the nature of the case so requires well sufficiently and effectually prevent the loss of water or remove the obstruction or make or do for the purpose under the superintendence and to the reasonable satisfaction of the Regent's Canal Company's engineer all proper and sufficient works repairs and things and complete the same with all reasonable expedition the Regent's Canal Company from time to time may under his superintendence and to his satisfaction make or do the same and prevent the loss of water or remove the obstruction and the Company shall from time to time pay

A.D. 1888.
Company to
construct
and keep in
repair the
viaduct and
works.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

Viaduct and
other works
to be com-
pleted within
twelve
months.

to the Regent's Canal Company all the costs and expenses incurred by them in that behalf and to their engineer his charges for his services and supervision in connexion with and incidental to the works aforesaid :

- (4) So much of the viaduct as will carry the said railway over the Brent Reservoir and the enlargement of the Silk Stream and all the works connected therewith respectively shall be completed within twelve months after the day on which the same or any of them respectively are commenced and if the same or any of them are not completed within that period then and in every or any or either of the said cases the Company shall forfeit and pay to the Regent's Canal Company as and for liquidated damages forty shillings for every day after the expiration of that period until the whole of the work is completed and if and whenever during or after the making or repairing of any of the works by this Act authorised or by reason of the same or of the making or repairing of the same or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or by reason of any act neglect or omission of the Company or of their agents servants or workmen any water in the Brent Reservoir or the Silk Stream or watercourses leaks escapes or runs to waste from the Brent Reservoir Silk Stream or watercourses the Company shall pay to the Regent's Canal Company ten pounds as and for liquidated damages for every reasonably estimated nine thousand cubic feet of water which so leaks escapes or runs to waste and in the same proportion for any other quantity and if and whenever by reason of any of those circumstances or causes the free passage and running of water along or by means of the Brent Reservoir Silk Stream or watercourses shall be in any way obstructed or interfered with or if the access to the Brent Reservoir or Silk Stream is so obstructed as to prevent the Regent's Canal Company or any of their servants or workmen from passing to and from and along the banks thereof respectively the Company shall pay to the Regent's Canal Company twenty shillings as and for liquidated damages for every hour during which the obstruction continues after notice thereof is given by or for the Regent's Canal Company to the Company or their secretary or other principal officer and if and whenever any such obstruction continues for more than forty-eight consecutive hours after the notice or is caused by any wilful act neglect or omission on the part of the Company or any of their agents servants or workmen the Company shall pay to

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

the Regent's Canal Company forty shillings as and for A.D. 1888.
liquidated damages for every hour during which the
obstruction continues : —

- (5) Nothing herein contained shall prevent the Regent's Canal Company from recovering from the Company in addition to the liquidated damages the amount of any special damage sustained by them or that they may be liable to pay for or on account of or by reason of the acts neglects or defaults of the Company or by reason of the leakage escape or running to waste of any water from the Brent Reservoir Silk Stream or watercourses if the same shall be caused or happen by reason of any of those circumstances or causes or of the making or maintaining of the said railway or of any of the herein-before mentioned works respectively and the Regent's Canal Company may sue for and recover the special damage in any court of competent jurisdiction.

Regent's
Canal City
and Docks
Railway
Company
and others
not to be
precluded
from recover-
ing special
damages.

15. Whereas the Railway No. 3 by this Act authorised is intended to be carried across the line of the Grand Junction Canal at a point in the parish of Twyford in the county of Middlesex :

For protec-
tion of
Grand Junc-
tion Canal.

Be it therefore enacted as follows (that is to say) :—

- (1) It shall not be lawful for the Company without the previous consent in writing of the Company of Proprietors of the Grand Junction Canal (in this section called "the canal company") under their corporate seal to deviate in the construction of the said Railway No. 3 where the railway is carried over that canal to a greater extent to the westward than three chains from the centre line as shown on the deposited plans or from the level of the said railway as delineated upon the deposited sections so as to lower such level and except as herein-after mentioned nothing in this Act contained shall take away diminish or affect any of the rights privileges or powers vested in the canal company and the Company shall not without such consent as aforesaid alter or divert the line or level of the canal or towing-path or obstruct or impede the navigation of the said canal or the passage along the towing-path thereof or divert intercept cut off take use or diminish any of the waters of or in the canal or which may be taken for the use of or which supply the canal or injure or interfere with any of the works of the canal or enter upon take or use except for the limited purposes and in the manner herein-after mentioned any part of the canal or the towing-path locks feeders lay-byes wharves warehouses banks bridges flood-gates weirs or other works connected therewith

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

or any land belonging to the canal company and nothing in this Act contained shall compel the canal company to convey to the Company the fee simple of any land belonging to them which may be required for the purposes of the said railway but the same shall remain vested in the canal company subject nevertheless to the right of the Company to construct and maintain the said railway and to have use and possess such way and passage for the said railway as herein-after provided together with all rights and easements necessary for the due use and enjoyment of the same :

- (2) The Company shall not carry the said railway across the canal or towing-path thereof otherwise than by a bridge of brick stone concrete or iron or any of the materials combined and under and subject to the following provisions and conditions (that is to say) :—

No part of the underside of such bridge or of any of the girders thereof shall be less than ten feet clear above the weir level of the canal at the point where the railway is carried over the same :

The bridge shall be carried over the canal and the towing-path thereof and any other property adjoining thereto in which the canal company are interested by a single span so as to leave a clear uniform and uninterrupted opening over the same :

The position of the abutments of the said bridge shall be reasonably approved by the engineer for the time being of the canal company and the width of such bridge between the parapets shall not in any case exceed twenty-five feet :

Provided always that the Company shall not be required to make the said bridge of greater span than sixty feet measured at right angles to the face of the abutments of the bridge :

- (3) All works for carrying the said railway over the canal and towing-path shall be carried on and completed in such manner as that no obstruction shall be caused to the steam vessels boats or barges navigating the canal or the horses towing such boats or barges and the Company shall not at any time except during the progress of the construction of the said bridge and works connected therewith diminish or contract the free and uninterrupted navigable waterway in the said canal or the width of the towing-path thereof and during the progress of such construction shall at all times leave an open and uninterrupted navigable width of waterway in the canal of not less than twenty-one feet with a width of six feet of towing-path and a clear height of headway throughout of ten feet above the

[51 & 52 Vict.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

weir level of the canal and the said bridge and all the works connected therewith shall be constructed and for ever thereafter maintained in good substantial and water-tight repair by the Company and so far as relates to all necessary precautions for the safety of the said canal and the towing-path and banks thereof and the water in the said canal and the works connected therewith respectively and for preserving free and uninterrupted passage along the said canal and the towing-path thereof the said bridge and works connected therewith and all future repairs thereof that may be required from time to time shall be constructed and performed according to plans and specifications to be submitted to and subject to the reasonable approval of the engineer for the time being of the canal company previously to the commencement of the works which works shall be commenced carried on and completed under the superintendence and to the reasonable satisfaction of such engineer whose reasonable expenses for and in respect of such superintendence shall be paid by the Company and in case during the construction of the said bridge or of any of the works connected therewith any damage shall be occasioned to the said canal or the towing-path or works thereof respectively the Company shall forthwith 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 said bridge or any of the works connected therewith or any part thereof shall be imperfectly constructed or if at any time or times hereafter the said bridge or any part thereof shall be out of repair or if in sinking the foundations for the abutments or walls of the said bridge or the works connected therewith or otherwise any loss of water or any obstruction of the navigation of the said canal shall occur and if notice in writing thereof shall be given by the clerk or engineer of the canal company to the Company or their secretary and if the Company shall not for the space of fourteen days after such notice or forthwith if the nature of the case so require well sufficiently and effectually amend such construction repair such bridge or works prevent such loss of water or remove such obstruction 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 perform such repairs prevent such loss of water or remove such obstruction as the case may require and the Company shall from time to time pay to the canal company

A.D. 1888.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

within fourteen days after demand all the costs and expenses which may be incurred by them from time to time in any such operations and in and about the superintendence of any of the herein-before mentioned works and repairs And the said bridge and all the works connected therewith shall be completed within the period of eighteen months from the day on which the same shall be commenced And if the same shall not be completed within such period the Company shall forfeit and pay to the canal company as and by way of liquidated damages the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed :

- (4) If in the execution of any works by this Act authorised or in consequence of the works when made the water of the said canal shall leak escape or run to waste from the same the Company shall pay to the canal company the sum of twenty shillings as and for liquidated damages for every reasonable estimated one 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 in the execution or in consequence of any of the works aforesaid the navigation of the said canal or the passage along the towing-path of the same shall be so obstructed or interrupted as that steam vessels boats or barges navigating the canal or the horses towing such boats or barges shall not be able to pass uninterruptedly or shall be impeded in their passage along the canal or towing-path then and in every such case the Company shall pay to the canal company as and for liquidated damages the sum of ten pounds for every hour during which any or every such obstruction or interruption shall continue after notice thereof shall have been given by the secretary or engineer of the canal company to the Company or their secretary but if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice or shall be caused by any wilful act neglect or omission of the Company or of any of their agents contractors servants or workmen then and in every such case the Company shall pay to the canal company as and for liquidated damages the sum of twenty pounds for every hour during which such obstruction or interruption shall continue :

- (5) Nothing in this Act contained shall extend to prevent the canal company from recovering beyond the amount of such liquidated damages as aforesaid or to prevent any owner of

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

steam vessels boats or barges or any other persons whomsoever using or navigating the said canal from recovering from the Company any special damage that may be sustained by them or any of them or that they or any of them may be liable to pay or shall pay for or on account or by reason or in consequence of the wilful acts neglects or defaults of the Company or their agents contractors servants or workmen and the canal company and any such owner or other person may recover any such liquidated and special damages in any court of competent jurisdiction. A.D. 1888.

16. Whereas the Railway No. 4 by this Act authorised is intended to be carried over certain lands in the parish of Willesden in the county of Middlesex numbered 30 on the deposited plans and used as a feeder from the Brent Reservoir for the supply of the Paddington Long Level of the Grand Junction Canal and of the Regent's Canal Therefore the following provisions shall have effect in respect thereto:— For protection of Brent feeder.

- (1) Except only as in this Act expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the estates rights interests powers or privileges vested in the Company of Proprietors of the Grand Junction Canal or the Regent's Canal City and Docks Railway Company (herein-after referred to as "the two canal companies") and the Company shall not without the previous consent of the two canal companies in writing under their respective common seals alter the line or levels of the said feeder or the bed thereof or the watercourses or the banks or boundaries thereof or obstruct the means of access thereto or divert obstruct intercept and cut off take use or lessen any of the waters flowing in or by means of the feeder or watercourses or which the two canal companies or either of them are authorised to take for the supply to or use of the said feeder and the before-mentioned canals or damage injure or interfere with any of the works of the said feeder or watercourses or take or use (except for the limited purposes herein-after mentioned) any part of the said feeder or watercourses or of the beds banks or works connected therewith respectively or any land or property belonging to the two canal companies or either of them or in which they may be interested and nothing in this Act contained shall compel the two canal companies or either of them to convey or assign to the Company the fee simple or other interest in any land now belonging to them or either of them or in which they may be interested but the same shall remain

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

vested as if this Act had not been passed subject nevertheless to the right of the Company to construct maintain and use the said railway and works hereby authorised :

- (2) The said Railway No. 4 shall be carried across the feeder by means of a bridge of brick stone or iron or any of those materials combined having a span of not less than twenty feet measured at right angles to the face of the abutments thereof and so as to leave a clear and uninterrupted opening over the said feeder and no part of the soffit or underside of the said bridge shall be less than eight feet six inches clear above the level of the bed of the feeder at the point of crossing shown on the deposited plans and sections And the Company shall make the channel of the feeder under and for a length of not less than one hundred feet on each side of the bridge of a uniform width of eight feet at the bottom thereof with slopes of one and a half to one on each side and shall make such channel to the same extent of one hundred feet of a depth uniform with that of the lowest part of the existing channel where the said railway will cross the same and shall remove all the earth to be excavated in making such enlargement from the land and premises of the two canal companies :
- (3) The said bridge and all the works connected therewith shall be made and for ever maintained by and at the expense of the Company in good substantial and water-tight condition and repair and so far as relates to all precautions for the safety and preservation of the feeder and watercourses and the free and uninterrupted passage of water along the said feeder and for preserving a free and uninterrupted access to and along the feeder the bridge and all the works and all future repairs thereof shall be constructed and performed in accordance with plans and specifications to be in every case before the commencement of the works or repairs submitted to and approved by the engineer of the Regent's Canal City and Docks Railway Company and shall be carried on and completed under the superintendence and to the reasonable satisfaction of such engineer In the event of the Company at any time neglecting to maintain or repair the said bridge and works the two canal companies or either of them may repair the same and recover the expenses of so doing from the Company in any court of competent jurisdiction :
- (4) If in the construction maintenance or repair of the said bridge or works or by reason of any failure or want of repair thereof or otherwise any damage or injury is occasioned to the

A.D. 1888.

feeder or works thereof or any loss of water or obstruction to the free passage of water along the said feeder or to the means of access to and along the feeder occurs and notice thereof is given by or on behalf of the two canal companies or either of them to the Company or their secretary the Company shall forthwith restore the said feeder and works to the same state and condition as before the happening of such damage and prevent such loss of water or remove such obstructions (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and in case of their default it shall be lawful for the two canal companies or either of them to do the same and recover from the Company the costs and expenses incurred by them respectively in that behalf in any court of competent jurisdiction and the Company shall also pay to the said engineer above referred to his reasonable charges for his services and supervisions in connexion with or incidental to the works under this section :

- (5) The said bridge and all the works connected therewith shall be completed within six calendar months from the commencement of the same or any of them respectively and if the same or any of them are not completed within that period the Company shall pay to each of the two canal companies as and for liquidated damages the sum of twenty shillings for every day after the expiration of that period until the same shall be completed :
- (6) If in the construction maintenance or repair of the said bridge and works or in consequence of any failure or want of repair of the same or of any act neglect or omission of the Company or their agents contractors servants or workmen any water in the feeder shall leak escape or run to waste therefrom the Company shall pay to each of the two canal companies by way of liquidated damages the sum of ten shillings for every reasonable estimated one thousand cubic feet of water which shall leak escape or run to waste and in the same proportion for any other quantity and if by reason of any of the circumstances or causes aforesaid the free passage and running of water along or by means of the feeder or watercourses shall be obstructed or interfered with or if the access to or along the feeder is so obstructed as to prevent the two canal companies or either of them or any of their agents or workmen from passing to and from and along the banks thereof the Company shall pay to each of the two canal companies in like manner the sum of twenty shillings as and for liquidated damages for

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

every hour during which the obstruction or interference shall continue after notice thereof shall have been given for or on behalf of the two canal companies or either of them to the Company or their secretary or if such obstruction or interference continues for more than forty-eight consecutive hours after such notice or shall be caused by any wilful act neglect or omission of the Company or their agents contractors servants or workmen the Company shall pay as aforesaid the sum of forty shillings as and for liquidated damages for every hour during which such obstruction or interference shall continue but nothing herein contained shall prevent the two canal companies or either of them recovering from the Company beyond the amount of such liquidated damages any special damage that may be sustained by them or either of them and the two canal companies or either of them may sue for and recover such liquidated and special damages with costs in any court of competent jurisdiction.

For the protection of the New River Company.

17. The Company in constructing the railway and works authorised by this Act shall so far as the said works affect the New River Company's works property rights and interests be subject to the following regulations :--

1. Before commencing any such works and before commencing the stopping up and discontinuance for public use of any street or any part or parts thereof by this Act authorised in which any mains pipes services or other works of the New River Company (herein-after referred to as "water apparatus") are laid the Company shall give to the New River Company twenty-one days' notice of their intention so to do and shall either before or at the time of serving the notice of their intention to commence any such works furnish plans and sections of the proposed works with detailed descriptions of the mode of executing the same for the approval of the New River Company and the New River Company shall within fourteen days from the receipt thereof signify their approval or otherwise of the same and if the New River Company shall neglect to signify their approval or objection to the said plans and sections respectively within the time aforesaid the Company may proceed to carry out the works in accordance with such plans and sections. If the New River Company shall require any alteration of the said plans and sections within such period of fourteen days and any difference of opinion shall thereupon arise as to the proposed works or as to the

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

mode of executing them the matter in difference shall be settled in manner herein-after provided : A.D. 1888.

2. 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 river river-banks water apparatus or other works and property of the New River Company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the superintendence of and in such manner as shall be required by the said engineer of the New River Company Provided always that if the New River Company shall think it expedient that any portion of such works matters and things should be done and executed by their own engineer contractors and workmen they shall give notice in writing to the Company of their intention to do and execute the same and the Company shall upon receipt of such last-mentioned notice pay to the New River Company the probable cost of such work as estimated by the New River Company's engineer and thereupon the New River Company shall forthwith without delay proceed to do and execute the same and upon completion of the said work the Company shall pay to the New River Company all reasonable charges and expenses (if any) incurred by them in relation thereto over and above the amount paid as aforesaid but if the amount originally paid as aforesaid to the New River Company shall exceed the cost of such work the New River Company shall forthwith repay the excess to the Company :
3. If and when the Company under the powers of this Act stop up any road highway or place or do any other act whereby the water apparatus of the New River Company or any part thereof shall become useless for supplying water the Company shall pay to the New River Company the value of such water apparatus and the expenses of the New River Company in and about the laying down of the same in their then position and the same shall thereupon become the property of the Company and the Company shall also pay to the New River Company their reasonable charges of removing or altering any of their other water apparatus in immediate communication with the water apparatus which the works of the Company shall so render useless as aforesaid or which shall require to be altered :

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

4. In the event of any injury to the New River Company's river or banks or water apparatus or other works by reason of the said works of the Company authorised by this Act or by any act or default of the Company their agents or contractors whether the same shall happen during the construction of the railway or after the railway shall have been completed and opened for traffic or in the event of any loss to the New River Company from any interruption to their supply of water through any act or default of the Company their agents or contractors the Company shall be answerable and shall pay to the New River Company all damages and make good all loss arising therefrom and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the said river or banks water apparatus or other works :
5. If any interruption whatever in the supply of water by the New River Company shall be in any way occasioned by the Company or by any act or default of the Company their agents or contractors the Company shall forfeit and pay to the New River Company for the use and benefit of the said Company the sum of twenty pounds for every hour or part of an hour during which such interruption shall continue and shall save harmless the New River Company from all damages and costs in respect of any such interruption such sum damages and costs to be recoverable by the New River Company in any court of competent jurisdiction :
6. The bridge proposed to be constructed over the New River at Wood Green in the parish of Tottenham county of Middlesex shall be so built and constructed that for a width of at least nineteen feet on either side of the centre line of the river there shall be a clear headway over the river and its banks up to a level of at least nine feet above the surface of the river banks :
7. If the Company for the purposes of this Act take possession of any house building or erection then being supplied with water by the New River Company and such Company sustain any loss by reason of their inability to collect and recover the then current half-year's water rate accruing to them in respect of such house building or erection the Company shall pay to the New River Company the water rate due in respect of every such house building or erection

so taken possession of by them and the payment so made shall entitle the Company for and during the remainder of the half-year in respect of which it is made to the same supply of water as theretofore made to the house building or erection for which payment is made :

8. It shall not be lawful for the Company without the consent in writing of the New River Company under their common seal to acquire the freehold of or any right or property in the New River Company's river river-banks or any other lands immediately connected with their water undertaking other than the right subject to the provisions of this Act of executing the several works necessary and proper for constructing protecting and maintaining the railways and works by this Act authorised upon over or through the lands of the New River Company and for repairing the same railways and works and all such repairs shall from time to time be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the New River Company :
9. The Company shall bear and pay all proper expenses occasioned to or incurred by the New River Company for or by reason of the construction maintenance or repair of all or any of the railways and works upon over or through the lands of the New River Company and shall bear and pay the reasonable costs and expenses of and incidental to the inspection and approval of all plans and sections so to be submitted to their engineer as aforesaid and the superintendence and watching by the New River Company or their engineer officers or servants of all or any of the works by this Act authorised during the progress and until the completion of the same and by which the river and banks or any water apparatus or other work of the New River Company shall be interfered with and all such costs and expenses may be recovered against them by the New River Company in any court of competent jurisdiction :
10. Except as in this Act specially provided nothing in this Act shall prejudice diminish alter or take away any of the rights privileges powers or authorities of the New River Company :
11. In the event of any question arising as to the construction meaning or intention or as to the costs charges or expenses of or incident to any works matters or things to be executed

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

or done under or in pursuance of the foregoing provisions the same shall be decided by a person to be agreed upon by the Company and the New River Company or failing agreement by a person to be appointed on the application of either party by the President for the time being of the Institute of Civil Engineers and the costs of such application and reference shall be borne as the person so agreed upon or appointed shall direct.

For the protection of the Barnet District Gas and Water Company.

18. For the protection of the Barnet District Gas and Water Company (in this section referred to as "the Barnet Company") the following provisions shall have effect (that is to say) :—

(A) All works matters and things which under the provisions of this Act the Company may be empowered and required to do or execute with reference to the mains pipes syphons plugs or other works of the Barnet Company shall be done and executed by and at the cost of the Company but to the satisfaction and under the superintendence of the engineer for the time being of the Barnet Company and such works matters or things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the Barnet Company :

(B) If any interruption in the supply of water or gas by the Barnet Company shall be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the Barnet Company for their use and benefit a sum not exceeding ten pounds for every hour during which such interruption shall continue such sum to be recovered by the Barnet Company in any court of competent jurisdiction :

(C) The expense of all repairs or renewals of the said pipes or mains or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them and compensation for any loss or damage occasioned by any such acts or defaults shall be borne and paid by the Company and may be recovered against the Company by the Barnet Company in any court of competent jurisdiction :

(D) It shall be lawful for the Barnet 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 or may be existing any mains or pipes of the Barnet 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 such mains or pipes under or over the same lands and premises Provided always that in so doing the Barnet Company or their engineers or workmen or others in the employ of the Barnet Company shall not interrupt the user of any of the works by this Act authorised and provided also that the Barnet 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 sub-section reserved and when the Barnet Company require to lay mains or pipes across or under the railway the Company shall at the expense of the Barnet Company do all things necessary for enabling the Barnet Company so to lay their mains or pipes and to repair maintain and remove or replace the same from time to time the Barnet Company paying annually to the Company the sum of one shilling (if demanded) by way of acknowledgment for the right of laying repairing maintaining removing and replacing such mains or pipes :

(E) The Company shall not construct any bridge over the railway or any other bridge or cause any street or road to be lowered or raised or the position of any main or pipe of the Barnet Company to be altered so as to leave over or (in the case of bridges) over or under any such main or pipe in any street or road a covering of less than two feet and six inches (unless the Company shall in such case protect such main or pipe from frost or injury by artificial covering to the satisfaction of the engineer of the Barnet Company) or so as to leave over any such main or pipe more than six feet unless an engineer to be appointed as herein-after provided shall in case of dispute between the companies or their engineers consider that the main or pipe should be carried to a greater depth for the purpose of avoiding interference with the works to be executed under this Act and in such case the main or pipe shall be altered in such manner and such works shall be made at the expense of the Company in such manner as the referee may prescribe :

(F) Any difference arising between the Company and the Barnet Company respecting any of the matters herein-before referred to in this enactment shall be settled at the request of either party by an engineer to be appointed by the President for the

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as he may direct.

For protection of
Tottenham
and Edmon-
ton Gas
Company.

19. For the protection of the Tottenham and Edmonton Gas-light and Coke Company (in this section called "the gas company") and of their works and property the following provisions shall have effect :—

1. The bridge for carrying the road known as Dysons or Willoughby Lane over the Railway No. 16 and the approaches to such bridge shall have an inclination not steeper on the north side than one in thirty and on the south side than one in twenty :
2. If the Company construct Railway No. 16 and alter Dysons or Willoughby Lane the Company shall pay to the gas company by way of compensation for damage loss and inconvenience to their business and extra expense imposed on them in haulage by reason of the construction of the Railway No. 16 such a sum of money in addition to any other purchase money and compensation as in default of agreement between the Company and the gas company may be settled by arbitration :
3. The Company shall divert the mains or pipes of the gas company so as to carry them across the Railway No. 16 and on either side thereof along and at the foot of the embankment carrying the said lane over that railway and give the gas company access to such mains and pipes for all purposes of inspection renewal or repair and where the mains and pipes of the gas company shall be under the railway the Company shall construct and at all times maintain in good repair for the purpose of protecting the same a culvert and on either side of the said railway a man-hole to enable the gas company to have access to their mains pipes syphons and other works :
4. Whenever in the execution of the works by this Act authorised any mains pipes syphons and other works belonging to the gas company may be intersected or otherwise interfered with 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. 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 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 :

5. If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned to 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 and in addition shall pay to the gas company the value of the gas so lost such sum or sums of money to be recovered by the gas company in any court of competent jurisdiction. If the Company shall find it necessary to undermine but not otherwise alter the position of any main pipe syphon or other works belonging to the gas company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined :
6. It shall be lawful for the gas company and the engineer workmen and others in their employment at all times when it may be necessary to enter upon the railway lands and premises of the Company for the purpose of laying and to lay any mains or pipes over or across the said railway lands works and premises or any part thereof and to do all such works in and upon such railway lands and premises

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

as may be necessary for laying repairing maintaining or removing or replacing such mains or pipes over the same railway lands and premises Provided that the gas company shall not lay any mains or pipes in or under the platform or other works of the stations of the Company Provided always that in so doing the gas company shall not interrupt the traffic passing on the said railway in any manner Provided also that the expense of all repairs or renewals of the said pipes or mains or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in their employ shall be borne and paid by the Company and may be recovered against them by the gas company in any court of competent jurisdiction :

7. 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 or in the supply of gas by the gas company or otherwise by reason of the execution or failure of any of the intended works or of 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 and the Company shall 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 :
8. Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment shall be settled by arbitration pursuant to the Railways Clauses Consolidation Act 1845.

For protec-
tion of
county of
Middlesex.

20. Notwithstanding anything in this Act contained the Company shall not without the consent of the justices of the peace for the county of Middlesex in general or quarter sessions assembled enter upon take use purchase acquire or in any way interfere with the iron county bridge Harrow Road in the said county or the approaches thereto or the road over the same within a distance of one hundred feet from the abutment of the bridge nearest to the centre line of the railway as shown on the deposited plans :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

The Company shall execute the works by this Act authorised so far as the same affect any main road in the county of Middlesex as defined by the Highways and Locomotives (Amendment) Act 1878 and so far as any such works affect any bridge to be erected in the said county for carrying a highway over the railway or the approaches thereto or any bridge to be erected for carrying the railway over a highway subject to the following conditions namely :—

A.D. 1888.

(A) The Company shall not commence nor execute any works as aforesaid until they have first delivered to the Surveyor of Middlesex County Bridges plans drawings and specifications of the works intended to be executed nor until the same plans drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand Provided always that if the said surveyor shall fail to approve of the works for one calendar month after the plans drawings and specifications thereof shall have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless and until plans drawings and specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company :

(B) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said Surveyor of Middlesex County Bridges whose charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the reasonable satisfaction of the said surveyor.

21. In connexion with the construction of Railway No. 3 by this Act authorised the following provision for the protection of the Acton Local Board shall be observed :—

For the protection of the Acton Local Board.

The Company shall construct and maintain a bridge for the purpose of carrying the road No. 2 on the deposited plans for the parish of Acton over the Railway No. 3 at a point ten chains or thereabouts from the commencement of such railway such bridge to be constructed of a width of forty feet between the parapets and the approaches thereto shall not be constructed to a gradient steeper than one in forty and the said road may be diverted by the Company in accordance with and

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 Vict.]
Act, 1888.

A.D. 1888.

to the extent shown on a plan signed by Alexander Helmsley on behalf of the Acton Local Board and Sam Bircham on behalf of the Company and the surface of the said road upon the said bridge and approaches shall be maintained and kept in good order by the Company.

For pro-
tection of
Edmonton
Local Board.

22. For the protection of the Edmonton Local Board of Health (in this section called "the local board") the following provisions shall apply and have effect:—

(1) All existing footways within the limits of the property to be acquired by the Company in the parish of Edmonton by or adjacent to the Tottenham boundary shall so far as they come within the limits of the railway be made and maintained by the Company and all footways diverted shall be made with a minimum width of seven feet:

(2) The Company shall to the reasonable satisfaction of the surveyor of the local board restore all sewers drains water-pipes hydrants gas-pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide instead thereof other proper and sufficient sewers drains water-pipes hydrants gas-pipes and gullies to the satisfaction of the said surveyor:

(3) Where any of the works to be done under or by virtue of this Act shall or may pass over or under or by the side of so as to interfere with any sewer drain water-pipe watercourse gas-pipe hydrant defence or work under the jurisdiction or control of the local board or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control or the outfalls of their drainage in the adjoining parish of Tottenham the Company shall not commence such works until they shall have given to the local board fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the said board 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 shall have signified their approval of the same unless the local board do not signify their approval or disapproval within fourteen days after delivery or service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said board in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and

for preventing injury or impediment to the sewers drains watercourses outfalls and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless the said board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer or surveyor for the time being of the said 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 said board by the Company on demand and when any new altered or substituted works as aforesaid or any works 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 board as any sewers or works now are or hereafter may be and except only as is by this Act expressly provided 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 board or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed :

- (4) All sewers drains water-pipes watercourses hydrants gas-pipes gullies and works of drainage made by the Company within the Local Government District of Edmonton shall be subject in all respects to the jurisdiction of the local board :
- (5) Nothing in this Act contained shall extend to prejudice derogate from or diminish any of the rights and privileges of the local board under and by virtue of the Public Health Act 1875 or any of the Acts incorporated therewith but the same shall be and remain in as full force and effect as if this Act had not been passed :
- (6) The Company shall construct if required so to do by the local board at the point marked and measured on the deposited plans of the Railway No. 14 two miles and fifteen chains or within one hundred yards west of the existing footpath a bridge over the said railway such bridge to be not less than thirty-five feet in width between the parapets and with approaches thereto on either side of a gradient not steeper than one in twenty :

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 Vict.]
Act, 1888.

A.D. 1888.

(7) The Company shall construct if required so to do by the local board a bridge under the Railway No. 14 at the point where such railway will cross Queen Street in the parish of Tottenham and numbered 261 on the deposited plans or the footpath in extension of Queen Street and connecting Queen Street with Butt Lane in the parish of Edmonton such bridge to have a clear height of not less than fourteen feet and a width of thirty-six feet between the abutments with approaches thereto on either side of a gradient not steeper than one in twenty-five Provided that the Company may erect supporting iron columns in the line of the kerbs of the footways of such road.

For the protection of the Finchley Local Board.

23. In the construction of the bridges required for carrying the railway over the roads within the district of the Finchley Local Board (in this section called "the local board") or for carrying the roads in the said district over the railway the following provisions shall have effect:—

- A. The roads numbered 23 103 and 108 respectively on the deposited plans in the parish of Finchley shall be carried over the Railway No. 9 by this Act authorised by means of a bridge in each case so constructed and at all times maintained as to give a clear width between the parapets:
1. In the case of the road No. 23 of the now existing width but in any event not less than forty feet;
 2. In the case of the road No. 103 of not less than forty feet; and
 3. In the case of the road No. 108 of the now existing width of seventy-six feet six inches:
- B. The Railway No. 9 shall be carried over the road numbered 5 on the deposited plans in the parish of Finchley by means of a bridge to be so constructed and at all times maintained as to give a clear width between the abutments thereof of not less than forty feet with a height from the road to the arch of not less than sixteen feet in the centre of the arch and such bridge shall be made water-tight All bridges shall have parapets not less than four feet six inches in height:
- C. The Company may with the consent of the owners stop up and divert the roads No. 10 and No. 15 in the parish of Finchley on Railway No. 9 in accordance with a plan to be signed by the surveyor of the local board and the engineer of the Company and in that event the substituted or diverted

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

road shall be constructed in conformity with the byelaws of the local board: A.D. 1888.

- d. The footpaths in the fields numbered 88 and 98 on the deposited plans in respect of Railway No. 9 in the parish of Finchley may be diverted and carried parallel to that railway on the southern side thereof between the roads No. 78 and No. 103 on the same plans :
- e. If in the construction of Railway No. 9 it shall be found necessary to interfere with the footpath No. 20 on the deposited plans for that railway in the parish of Finchley the Company may divert the said footpath and carry it parallel to the said railway on the northern side thereof to join the road No. 23 on the said plans :
- f. The footpath in the field No. 114 on the deposited plans in respect of Railway No. 9 in the parish of Finchley shall be carried across that railway at right angles thereto by a bridge six feet wide with all necessary and convenient steps :
- g. If the railway is constructed so as to interfere with the footpath No. 27 on the deposited plans in the parish of Finchley such footpath shall be diverted and carried parallel with the railway on the south side thereof into the road No. 23 on the same plans :
- h. Where the streets roads and footways are crossed by the railway the same shall so soon as the portions of the road adjacent to such crossings be similarly dealt with be kerbed paved and channelled at the expense of the Company in accordance with the requirements of the local board or their surveyor :
- i. Where the watercourses belonging to or under the control or within the district of the local board are interfered with due provision shall be made by culverts or other openings of such sectional area as may be agreed upon between the local board and the Company :
- j. If the Company take so much of the land No. 1A in the parish of Finchley on Railway No. 9 as shall prevent the local board from constructing their proposed ventilator and works incidental thereto the Company shall procure and convey to the local board such other land as they may be able to acquire sufficient in extent and suitable for the purpose :
- k. The Company shall construct and maintain two iron syphon pipes each to be of not less diameter than eighteen inches

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

under the Railway No. 9 at or about two miles fifty-six chains for the purpose of taking the sewage under the railway and shall construct a man-hole on either side of that railway with proper valves or other flushing arrangement and steps giving access thereto to the reasonable satisfaction of the local board and the Company shall in all cases where the sewers of the local board are interfered with make good the same to the like satisfaction. The Company shall immediately such syphons are brought into use pay to the local board towards the expense of flushing and keeping clear such syphons the capital sum of one hundred pounds :

- L. Nothing in this Act shall alter or take away any of the rights of the local board over the sewers roads footpaths or other matters belonging to them or subject to their jurisdiction within their district notwithstanding that the same may come within the limits of deviation and the levels of roads shall not be altered otherwise than is expressly provided by this Act except with the consent of the local board :
- M. In the event of any question arising as to the construction meaning or intention of the foregoing provisions the same shall be decided by a person to be agreed upon by the Company and the local board or failing agreement by a person to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of such application and reference shall be borne as the person so agreed upon or appointed shall direct.

For the protection of
the Hendon
Local Board.

24. Whereas the Railways Nos. 7 8 and 9 are intended to pass under or over and to interfere with certain public carriage-roads and public footpaths in the parish of Hendon and under the jurisdiction of the Hendon Local Board (in this section called "the local board") and also to interfere with certain existing sewers already laid down by the local board with respect to which public carriage-roads footpaths and sewers respectively the following provisions shall have effect and the works required to be executed shall be done at the expense in all things of the Company (that is to say) :—

- 1. The public footpath running through the property numbered 1 on the deposited plans of the Railway No. 7 and situate about one mile two chains and thirty links from the commencement of the railway shall not be diverted or altered

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

but the railway shall be carried over the same and there shall be an archway eight feet high and ten feet wide: A.D. 1888.

2. The public footpath running through the property numbered 2 2A and 4 on the deposited plans may be diverted from a point about one mile one furlong and two chains from the commencement of the Railway No. 7 on the north side of the line to a point about one mile two furlongs and one and a half chains and such diverted footpath shall be made and constructed with proper gullies and drains for carrying off the surface water to the reasonable satisfaction in all respects of the surveyor of the local board and shall be seven feet wide and the same shall be carried under the line of railway by means of an arch ten feet wide and eight feet high at a point one mile one furlong two chains or thereabouts from the commencement of such railway:
3. The public carriageway or highway called Edgware Road numbered 9 on the plan shall not be in any way interfered with altered or diverted but the railway shall be carried over the same and shall be so constructed that there shall be a clear span of sixty feet and no part of the abutments or piers thereof or any other obstructions whatever shall stand upon any part of the carriageways or footways. Such bridge shall have a clear headway of not less than sixteen feet in the centre and not less than twelve feet at the springing on either side. Provided always that the bridge shall be so constructed that water shall not run or come through upon the road or footpath:
4. The public footpath leading from the Hyde to Colin Deep Lane and numbered 37 and 37A on the deposited plans shall not be in any way interfered with or diverted except to the extent of taking it round any pier of the viaduct:
5. The public road or footpath from the last-mentioned gravel path to Colin Deep Lane and which enters Colin Deep Lane at a point about two hundred and forty yards west of the existing bridge carrying Colin Deep Lane over the Midland Railway may be diverted laterally and shall be carried under the viaduct:
6. The bridge for carrying the railway over Colin Deep Lane numbered 46 on the deposited plans of Railway No. 7 shall be constructed under that railway at or near the point marked two miles two and a half chains thereon or thereabouts and shall have a clear span of not less than forty feet and a clear headway of not less than fifteen feet above

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

the level of the proposed new road authorised to be constructed by the Midland Railway Act 1886 at the point of crossing such road and in the event of the proposed new road not being constructed by the Midland Railway Company the Company shall before constructing the said Railway No. 7 construct a temporary diverted road from the bridge herein-before referred to to join the said existing road No. 46 on either side of the said bridge and the gradient of such approaches shall not be steeper on either side than one in twenty-three such diverted portions of the said road No. 46 shall be of the full width of forty feet and be formed and constructed by the Company to the reasonable satisfaction of the local board and shall be maintained by the Company for a period of twelve months from the completion thereof and shall be handed over to the local board in a condition to the reasonable satisfaction of such board :

Provided further that in the event of and so soon as the Midland Railway Company shall construct the said proposed road authorised by the Midland Railway Act 1886 the said temporary approaches on either side of the railway or so much thereof as shall be rendered unnecessary by the construction of the said road by the Midland Railway Company shall revert to the Company :

7. The public footpaths Nos. 49 and 52 on the deposited plans of Railway No. 7 and situate about two miles one furlong and six chains or thereabouts from the commencement of the railway may be diverted and shall be carried under such railway by a bridge constructed at right angles to such railway with a clear width of ten feet and a headway of ten feet and where the footpath is diverted it shall be constructed of a width of not less than seven feet :
8. The public road or footpath No. 54 on the deposited plans of Railway No. 7 and situate two miles three furlongs and one and a half chains or thereabouts from the commencement of the railway shall be diverted and carried by the side of the proposed railway into Hall Lane such new footpath shall be constructed by the said Company and shall be of a width of at least twelve feet and shall be properly made up with gullies to take off the surface water to the reasonable satisfaction in all respects of the surveyor of the local board :
9. The public road or footpath in fields numbered 63 and 64 on the deposited plan of Railway No. 7 and situate two miles

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

three furlongs seven and a half chains or thereabouts from the commencement of the railway shall be carried under the railway by a bridge with a span of not less than ten feet and a height of not less than ten feet: A.D. 1888.

10. The public carriage-road No. 62 on the deposited plans of Railway No. 7 and called Hall Lane may be diverted and carried under the railway at right angles to the railway in such manner and according to a plan to be previously submitted to and approved by the local board such new road to be constructed of a width of not less than forty feet and made to the reasonable satisfaction of the local board and to be kept in repair by the Company for twelve months after the completion of the same In the event of the Company not diverting the said road as aforesaid then the existing road shall in no manner be altered diverted or interfered with but the railway shall be carried over such road by a bridge having a clear span of not less than forty feet and a headway of not less than eighteen feet:
11. The public carriage-road numbered 10 on the deposited plans of Railway No. 8 and called Hall Lane shall in no way be altered or diverted but the railway shall be taken over such road by a bridge with a clear span of not less than forty feet and a clear headway throughout of not less than eighteen feet and such span shall be measured on the square:
12. The public footpath called Sunny Hill Paths on Railway No. 9 and situate about two and a half chains from the commencement of the railway shall not be permanently altered or interfered with by the Company but the railway shall be constructed in a covered way for a distance of at least twenty feet from the centre of the footpath on each side thereof:
13. The public footpath leading to Mill Hill and numbered 13 on the deposited plans of Railway No. 9 shall be carried under the railway at right angles thereto and shall have an arch eight feet high and ten feet wide The Company shall be allowed to lower the existing path for the purpose of getting sufficient headway under the railway and shall provide for the proper drainage of the path on the new level and properly make up and gravel the same to the reasonable satisfaction in all respects of the local board:
14. The public road or carriageway No. 18 on the deposited plans of Railway No. 9 and called Ashley Lane may be diverted and shall be carried over the said railway by means

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

of a bridge at right angles thereto Such bridge shall have a clear width between the parapets for the whole length of the bridge and approaches of not less than forty feet such parapets and the screens thereon being not less than six feet in height above the level of the road all of which screens shall be constructed according to drawings to be previously submitted to and approved by the surveyor to the local board The gradients or rate of inclination of the said road bridge and approaches as altered for the purpose of the railway shall not be less than one foot in thirty and the road and approaches shall be levelled paved metalled kerbed and channelled and made good in all respects to the reasonable satisfaction of the said surveyor and for ever thereafter maintained by the Company at their own expense but the Company shall not be called upon to execute such paving kerbing and channelling until the adjacent portions of such road are paved kerbed and channelled :

15. The footpath in the field numbered 29 on the deposited plan of Railway No. 9 situate one mile and three and a half chains or thereabouts from the commencement of the railway shall be carried under the railway by a bridge constructed at right angles to the railway having a clear width of ten feet and a clear headway of ten feet :
16. The public road or carriageway at Holders Hill Road numbered 33 and 34 on the deposited plans of Railway No. 9 shall in no manner be altered or diverted but the railway shall be carried over the same by a bridge which shall have a clear span of forty feet and a clear headway of not less than sixteen feet In the event of the Company diverting their line from the position shown on the deposited plans to the north so as to interfere with the public highway or carriage-road called Frith Lane No. 41 on the deposited plans the said road shall be carried into Mill Hill Road of a width in any case of not less than forty feet and all works shall be executed to the reasonable satisfaction of the local board In the event of the proposed railway being diverted to the south of No. 35 on the deposited plan from its present position so as to come nearer to the junction of the roads at Dollis then the Company shall carry the railway over such roads by two spans each of a clear width of fifty feet supported by ornamental cast-iron columns such columns to be to the reasonable satisfaction in all respects of the surveyor of the local board :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

17. Where the Railway No. 9 crosses the sewer at or about eighteen chains thereon from the commencement of such railway the sewers shall be carried under the railway by means of a cast-iron pipe twelve inches in diameter and the Company shall construct a manhole on either side of the railway for the purpose of giving the local board at all times thereafter free access to such sewer : A.D. 1888.
18. The Company shall to the reasonable satisfaction of the surveyor to the local board under whose control the same may be restore all sewers drains water-pipes hydrants gas-pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide instead thereof other proper and sufficient sewers drains pipes hydrants and gullies :
19. The Company shall not in any way during the progress of the works shut up or in any way impede the public traffic along more than one-half of the width of any of the said roads unless the Company provide a temporary road to the satisfaction of the said local board and where the surface of any street or road has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the local board restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration. The Company shall be liable to pay and shall pay to the local board any damages penalties costs charges and expenses which the local board may become legally liable to pay or shall have properly so paid in respect of any injury loss or damages consequent upon or arising from the execution by the Company of any works under the authority of this Act and all moneys so properly paid by the local board on account of any such damages penalties costs charges or expenses shall be repaid to the local board by the Company on demand and in default thereof may be recovered by the local board from the Company in like manner as a debt is ordinarily recoverable at law :
20. Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of or so as to interfere with any sewer drain water-pipe watercourse gas-pipe hydrant defence or work under the

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

jurisdiction or control of the local board or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control or the outfalls of their drainage the Company shall not commence such works until they shall have given to the local board fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the 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 the local board shall have signified their approval of the same unless the local board do not signify their approval or disapproval within fourteen days after service or delivery of the plan section and particulars as aforesaid and the Company shall comply with and conform to the reasonable directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains water-courses outfalls and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the local board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer or the surveyor for the time being of the local board and 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 or superintendence thereof 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 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 jurisdiction and control of the local board as any sewer or works now are or hereafter may be and except only as by this Act expressly provided nothing in this Act contained shall in any manner extend or be construed to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the local board or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. cxxxiv.]
Act, 1888.

21. In case of any difference or dispute arising between the local board and the Company touching or concerning the true intent of these provisions or the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer or other fit person to be nominated as referee by the President for the time being of the Institution of Civil Engineers on the application of either party and the expenses of the reference shall be borne and paid as the referee may direct: A.D. 1888.

22. Except only as is by this Act expressly provided nothing in this Act contained shall extend to prejudice derogate from or diminish any of the rights and privileges of the local board under and by virtue of the Public Health Act 1875 or of any of the Acts of Parliament incorporated therewith but the same shall be and remain in as full force and effect as if this Act had not been passed.

25. Whereas part of the works by this Act authorised will be made within the district of the rural sanitary and highway authority of the Hendon Union in the county of Middlesex (herein-after called "the local authority") Therefore notwithstanding anything shown on the deposited plans and sections the following provisions shall have full force and effect for the protection of the sewerage drainage streets roads and footways within the said district and of the local authority unless otherwise agreed between the local authority and the Company:—

For protection of the rural sanitary authority of the Hendon Union.

1. Railway No. 3 shall be carried over the road numbered 8 on the deposited plan in the parish of Harrow-on-the-Hill by a bridge which shall have a clear span of at least forty feet and a clear headway throughout of not less than sixteen feet above the surface of the road:

The Company shall make form maintain and kerb with approved granite kerbing a footpath of not less than six feet in width on the east side of the said road beneath the said bridge and of the approaches thereto so far as the same may be within the limits of the Company's property and shall whenever required so to do by the local authority in writing make form maintain and kerb in like manner and for the like distance a footpath and approaches on the other side of the said road:

2. The Company shall not enter upon use or in any way interfere with the roads known as Salmon Street and Forty Lane

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51. & 52 VICT.]
Act, 1888.

A.D. 1888.

respectively numbered on the deposited plans 11 and 12 in the parish of Kingsbury :

3. The bridge by which the road known as Blackpot Hill numbered on the deposited plans 13 in the parish of Kingsbury shall be carried over the Railway No. 7 shall be at least forty feet clear in width between the parapets and the Company shall make form kerb pave channel drain and maintain the footpaths and roadway over the said bridge within the Company's property to the satisfaction of the local authority Provided that the Company shall not be required to pave either of the footpaths until such time as the footpaths leading thereto shall be paved by the local authority :
4. Church Lane numbered on the deposited plans 19 in the parish of Kingsbury may be diverted so as to cross the Railway No. 7 at right angles thereto and shall in any event be carried over the railway by a bridge which shall be at least forty feet clear in width throughout between the parapets thereof with approaches thereto of at least the same width and such approaches shall not have a steeper inclination than one in thirty :
The Company shall form the roadway on the last-mentioned bridge and approaches with footpaths on either side and properly kerb pave channel and drain the same to the satisfaction of the local authority but the Company shall not be required to kerb and pave the same until the other portions of the same road shall be put in a similar condition by the proper authority :
5. The Company shall construct a proper and sufficient culvert to carry the stream running parallel to the last-mentioned road under such railway :
6. The footpath across the enclosures numbered on the deposited plans 21 and 22 in the parish of Kingsbury shall be carried over the Railway No. 7 at right angles thereto by a bridge which shall be at least six feet clear in width throughout between the parapets with proper and convenient approaches thereto of the like width and if any steps are required for the purpose of such bridge they shall have an eleven-inch tread and a five-inch rise and the parapets of the bridge shall not be less than five feet high :
7. The roads numbered on the deposited plans 29 and 30 in the parish of Kingsbury may be diverted and shall be carried over the Railway No. 7 by a bridge at right angles thereto

which shall be at least forty feet clear in width throughout between the parapets thereof. The road over such bridge shall be formed kerbed and drained and maintained by the Company and the road so far as the same may be diverted shall be put into a thorough condition to the reasonable satisfaction of the local authority. Provided always that the Company shall not be relieved by this section from any obligation as to the maintenance of the said road which the general law might otherwise impose on the Company :

8. The footpath through the field numbered on the deposited plans 32 in the parish of Kingsbury shall be carried over the Railway No. 7 by means of a bridge at right angles thereto which shall be at least six feet clear in width throughout between the parapets thereof with steps having an eleven-inch tread and five-inch rise and the parapets shall be not less than five feet high :
9. Any road or footpath crossed altered or diverted by the Company shall so far as it lies within the boundaries of the Company's property be made maintained and kept in a proper state of repair by and at the expense of the Company and to the reasonable satisfaction of the local authority :
10. Where any road within the district of the local authority crossed by any of the bridges referred to in this section shall be of a greater width than the width prescribed for such bridge the Company shall not in any way diminish the width of such road or take or interfere with any open space on either side thereof except so far as may be required for the purpose of the said bridge :
11. The Company shall not execute or commence the erection of any such bridge or works as aforesaid or any works authorised by this Act within the district of the local authority until they shall have given to the local authority twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the local authority :
12. In the event of any question arising as to the construction meaning or intention or as to the costs charges or expenses of or incident to any works matters or things to be executed or done under or in pursuance of the provisions of this section the same shall be decided by a person to be agreed upon by the Company and the local authority or failing agreement by a person to be appointed on the application

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

of either party by the President for the time being of the Institution of Civil Engineers and the costs of such application and reference shall be borne as the person so agreed upon or appointed shall direct.

For the protection of the Hornsey Local Board.

26. In relation to the construction of Railway No. 9 (in this section called "the railway") the following provisions for the protection of the Hornsey Local Board (in this section called "the board") shall have effect:—

1. In constructing the railway the Company shall deviate from the centre line as shown on the deposited plans for the parish of Hornsey so that the centre line of the railway shall pass over the land belonging or reputed to belong to the board being No. 3 on the deposited plans (herein-after called "the board's land") at a distance of not less than one hundred and fifty feet to the north of the centre line as shown on the deposited plans:
2. The Company shall carry the railway across the board's land by a viaduct and the road marked No. 4 on the deposited plans shall be diverted so as to admit of the same being crossed at right angles by the railway by means of a bridge over the road of one clear span of forty feet the clear height from the surface of the road being not less than fifteen feet and such bridge shall be made water-tight and such diverted road shall be constructed with a uniform gradient throughout its entire length and to be of a clear width of not less than forty feet:
3. The Company shall not enter upon take use or interfere with any portion of the board's land except so far as may be necessary for executing the said works:
4. The Company shall compensate the board in respect of land actually taken for piers or supports and in respect of the easement of carrying the railway over the board's land and generally in respect of the board's land being injuriously affected by the railway and for so much of the board's land as is taken for the diversion of the said road and for all damage or loss caused thereby and shall pay to the board all expenses incurred by the board in relation to re-construction or re-arrangement of sewerage and drainage and gas water or other pipes or tubes in connexion with such diversion:
5. The foregoing provisions shall not prejudice the right of the board to compensation for land taken or otherwise in

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

connexion with the execution of the authorised railway and works and consequent thereon so far as may be in accordance with the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement. A.D. 1888.

27. For the protection of the Tottenham Local Board of Health (in this section called "the local board") the following provisions shall have effect within the parish or district of Tottenham under the control of the local board (herein-after called "the district") unless otherwise agreed on between the local board and the Company: For protec-
tion of
Tottenham
Local Board.

(1) In crossing the roads or highways next herein-after mentioned the Railways Nos. 14 and 15 respectively shall be carried over the same respectively so that the bridges shall be of the clear widths and heights throughout on the square as follows (that is to say):—

—	No. on deposited Plan.	Name of Roadway or Highway.	Of a clear Span of	Of a Height of
Railway No. 14 -	12	Bounds Green Lane -	50 feet	17 feet
" -	49	Maidstone Road -	50 feet	14 feet
" -	52	Brownlow Road -	50 feet	14 feet
" -	74	Queen's Road -	40 feet	15 feet
" -	168	Whittington Road -	40 feet	16 feet
" -	167	Marlborough Road -	40 feet	16 feet
" -	186	Palmerston Road -	41 feet	16 feet
" -	200	St. Michael's Road -	40 feet 6 in.	16 feet
" -	39 ^x	Parkhurst Road -	40 feet	16 feet
" -	74 ^x	Green Lanes -	53 feet	18 feet
" -	261	Queen Street -	40 feet	14 feet
" -	290	High Road -	80 feet	16 feet
Railway No. 15 -	8	Willoughby Lane -	40 feet	16 feet

Provided that if in constructing the Railway No. 14 the Company shall deviate from the centre line as shown on the deposited plans the width between the abutments of the bridges crossing those roads shall (except in the case of Bounds Green Lane where there shall be a width of fifty feet) be equal to the width of the respective roads where crossed:

Provided also that supporting columns of iron may be erected on the line of kerb of the footway in the roads numbered respectively 12 49 52 74^x and 290 on the deposited plan:

(2) All the bridges herein-before mentioned shall be constructed and for ever maintained by the Company as far as may be

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

practicable water-tight and shall be sheeted or lined with iron and provided with sufficient troughs and down spouts to carry off all water. Such down spouts shall be properly connected under the direction and to the satisfaction of the local board's engineer with the nearest public sewer if such sewer is within one hundred feet of any such bridge but if not with a drain constructed by the Company for that purpose in order to prevent any water from such bridges flowing in to or over the roadways or any of them :

- (3) The Company shall construct and maintain to the reasonable satisfaction of the said engineer on each side and for the full length of the said bridges a substantial parapet not less than six feet in height above the level of the railway and all bridges and works aforesaid shall be constructed so as to deaden so far as is practicable the sounds of engines carriages and traffic passing over such bridges :
- (4) All parapets fences and screens of bridges walls and buildings made by the Company shall be constructed in such reasonably strong and ornamental manner as the local board shall approve and the outside thereof shall not be used for the posting of bills or other advertising purposes except for the purposes of the railway company's business :
- (5) The Company shall to the reasonable satisfaction of the local board and in accordance with the one hundred and fiftieth section of the Public Health Act 1875 level form pave kerb channel and otherwise complete all roadways and paths passing over or under the said bridges and from time to time shall maintain the same and execute all necessary repairs at the request of the local board when adjoining or adjacent parts of such roadways and paths are under repair :
- (6) For the purposes of Railway No. 16 the Road No. 6 may be raised eighteen feet in order to carry it over the said railway and the gradients of the approaches on either side shall not be steeper than one in thirty on the north side and on the south side of the railway the Company shall give the best possible gradient that can be given in the course of the existing road within the limits of deviation and from the centre line of railway shown on the deposited plans but not less than one in twenty :

Maidstone Road No. 49 may be lowered one foot with gradients on the south side not exceeding one in forty and on the north side running out from the bridge at a gradient not exceeding one in one hundred. Brownlow Road No. 52 may be

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

lowered two feet with gradients not exceeding one in thirty-five on each side : A.D. 1888.

Wolves Lane No. 230 on the deposited plans may if necessary be raised eight feet in order to pass over Railway No. 14 and shall be so constructed as not to be less than forty feet wide at the foot of the slopes and on the top of the bridge not less than thirty-six feet wide in the clear :

Willoughby Lane No. 6 on the deposited plans shall be carried over the Railway No. 16 by a bridge having a width of forty feet between the parapets :

- (7) The footpath leading from Tile Kiln Lane to White Hart Lane shown on the deposited plans as crossing the Railway No. 14 at one mile fifty-six chains or thereabouts shall be carried over that railway by a bridge six feet wide constructed at right angles to that railway and shall be constructed to the reasonable satisfaction of the local board. The footpath leading from Wagon Lane to Willoughby Lane shall be carried under the Railways Nos. 15 and 16 by means of an archway having a minimum width of seven feet and a minimum height of nine feet and all public footpaths or public rights of way crossed by the railway shall be dealt with in a similar manner :
- (8) Notwithstanding anything contained in the Railways Clauses Consolidation Act 1845 or the general Act amending the same the Company shall not save with the consent of the local board alter any of the measurements or dimensions hereinbefore specified or the level or inclination of any public road except to the extent in this section expressly authorised :
- (9) The Company shall not break up or disturb any road or highway footpath or place under the control of the local board unless at least seven days' previous notice in writing of their intention so to do specifying the road highway footpath or place intended to be broken up or disturbed be given to the surveyor of such board or left for him at the offices of the said board and when the Company shall break up or disturb any such road highway footpath or place they shall so soon as the works affecting it are completed and at the furthest within six months from the day on which these works respectively were begun restore the road highway footpath or place to as good a condition as it was when it was broken up or disturbed under the superintendence and to the reasonable satisfaction of their surveyor and the Company shall keep the same in repair for twelve months thereafter and if the Company fail to restore the road highway footpath or place within the prescribed six

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 Vict.]
Act, 1888.

A.D. 1888.

months the local board may restore the road highway footpath or place and recover the expense of such restoration from the Company :

(10) The Company shall to the reasonable satisfaction of the surveyor of the local board under whose control the same may be restore all sewers drains water-pipes hydrants gas-pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide instead thereof other proper and sufficient sewers drains water-pipes hydrants gas-pipes and gullies :

(11) Where any of the works to be done under or by virtue of this Act shall or may pass over or under or by the side of so as to interfere with any sewer drain water-pipe watercourse gas-pipe hydrant defence or work under the jurisdiction or control of the local board or shall or may in any way prejudicially 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 twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the 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 such board do not signify their approval or disapproval within twenty-one days after delivery or service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by or by reason of the said works or any part thereof and shall save harmless the local board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the surveyor for the time being 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

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

A.D. 1888.

and when any new altered or substituted works as aforesaid or any works 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 local board as any sewers or works now or hereafter may be and except only as is by this Act expressly provided 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 local board or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed :

(12) All sewers drains water-pipes watercourses hydrants gas-pipes gullies and works of drainage made by the Company within the district shall be subject in all respects to the jurisdiction of the local board :

(13) Except only as is by this Act expressly provided nothing in this Act contained shall extend to prejudice derogate from or diminish any of the rights and privileges of the local board under and by virtue of the Public Health Act 1875 or any of the Acts of Parliament incorporated therewith but the same shall be and remain in as full force and effect as if this Act had not been passed :

(14) Whereas by reason of the execution of the works by this Act authorised and the taking down of houses buildings and other premises and conveniences and the taking of land in pursuance of this Act deficiencies may arise in the assessments of the poor and other rates in the district Therefore the Company shall from and after the period when any lands houses buildings hereditaments or premises shall be taken or become unoccupied or untenanted by reason of the same being required for the purposes of the works authorised by this Act by notice from the Company up to the period when the said works shall be assessed to such rates as aforesaid be assessed and rated for the same premises respectively in such sum and sums of money as the same were assessed and rated at the time of the passing of this Act and the Company shall pay and make good to and in aid of such district out of the moneys of the Company all such rates as aforesaid and in default of payment thereof the same shall and may be levied and recovered from the Company in the same way or manner as the same could or might have

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

been recovered from the owners or occupiers of the same premises in case this Act had not been passed :

- (15) In the event of any question or dispute arising as to the meaning or construction of the foregoing provisions the same shall be determined (unless otherwise agreed on) by an arbitrator to be appointed on the application of either party by the President for the time being of the Institute of Civil Engineers and the costs of such arbitrator shall be paid as such arbitrator shall direct.

For protec-
tion of
Southgate
Local Board.

28. For the protection of the Southgate Local Board (in this section called "the local board") the following provisions shall have effect (that is to say) :—

- (1) In this section the height of every bridge to carry the railway over a road is measured from the highest point of the surface of that road to the under part of the girders and the span of every such bridge shall be a clear span throughout (unless otherwise expressed) measured on the square :
- (2) The Company may make the bridges by which the Railway No. 14 will be carried over the roads next herein-after mentioned of any height and span not being less than the heights and spans next herein-after mentioned in connexion therewith respectively (that is to say) :—

Number on deposited Plan in the Parish of Tottenham.	Name of Road.	Span in Feet.	Height in Feet.
12	Bounds Green	50	17
49	Maidstone	50	14
42	Oak	35	14
168	Whittington	40	16
167	Marlborough	40	16
186	Palmerston	40	16
74 ^x	Green Lanes	50	18

Provided that supporting columns of iron may be erected on the line of kerb of the footways in the roads numbered respectively in the parish of Tottenham 12 49 52 and 74^x on the deposited plans :

- (3) The Company may make the bridges by which the Railway No. 14 will be carried over the roads next herein-after mentioned and which are intended to be constructed in continuation of roads of the same name already constructed

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

in the district of the Tottenham Local Board of any heights and spans not being less than those next herein-after mentioned in connexion therewith respectively (that is to say):—

A.D. 1888.

Number on deposited Plan in the Parish of Tottenham.	Name of Road.	Span in Feet.	Height in Feet.
52	Brownlow - - -	40	14
74	Queen's - - -	40	15

and the Company shall construct the said two last-mentioned bridges upon such centre line of road as the surveyor to the local board shall in each case determine :

- (4) The surface of Maidstone Road where so crossed may be lowered but not more than one foot below the existing level of the surface of that road with gradients on the south side not exceeding one in forty and on the north side running out from the bridge at a gradient not exceeding one in one hundred and the surface of Oak Road and Brownlow Road where to be so crossed may be lowered but not more than two feet below the level of the surface of the existing roads of those respective names in the district of the Tottenham Local Board at points nearest the district of the Southgate Local Board and the two last-mentioned roads respectively if so lowered shall have a gradient on each side of the railway not steeper than one in thirty-five :
- (5) The bridge to carry Wolves Lane over the Railway No. 14 shall have a clear width throughout between the parapets of not less than thirty-six feet and the approaches thereto shall be so constructed as not to be less than forty feet wide at the foot of the slopes and shall have a properly formed footpath on each side thereof :
- (6) The footway of every road whether already or hereafter to be constructed which is or will be crossed by the railway or which crosses or will cross the railway shall be properly paved kerbed and channelled where the road is to be maintained by the Company so as to correspond with the portions of the roads adjoining the said bridges respectively when the said roads respectively are so dealt with by the local board :
- (7) All bridges carrying the railway over any road shall be constructed water-tight and so as to deaden as far as practicable the sound of engines carriages and traffic passing thereover

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

and all the piers and abutments thereof shall be so placed and constructed as not to be injurious to the sewers :

- (8) Notwithstanding anything contained in the Railways Clauses Consolidation Act 1845 the Company shall not except as in this Act expressly provided alter the level of any road or the height or width of any bridge in the district of the local board unless with their previous consent in writing :
- (9) The footway from Tile Kiln Lane to White Hart Lane shown on the deposited plans as crossing the Railway No. 14 at one mile fifty-six chains or thereabouts shall be carried over and at right angles to the railway by a footbridge not less than six feet wide and if required by the local board shall be approached by steps provided with proper hand-rails and if the said footpath be diverted the diverted path shall be properly formed and completed for public use :
- (10) The Company shall carry the watercourse on the side of the Green Lanes where crossed by the said railway in a culvert and for a distance of twenty yards from each end of the said culvert in a properly constructed open channel :
- (11) The Company shall either replace all boundary stones they may in the execution of their works remove or shall provide and fix efficient substitutes for the stones so removed and the Company shall not disturb or injure any of the trees known as "The Five Elms" :
- (12) The parapets of every bridge carrying any road over the railway shall be not less than six feet high measured from the surface of the adjoining footway and every bridge carrying the railway over any road shall be provided with a screen on each side thereof not less than six feet high measured from the surface of the rails :
- (13) The Company shall not break up or disturb any road or highway footpath or place under the control of the local board unless at least seven days' previous notice in writing of their intention so to do specifying the road highway footpath or place intended to be broken up or disturbed be given to the surveyor of the local board or left for him at the offices of the local board and when the Company shall break up or disturb any such road highway footpath or place they shall so soon as the works affecting it are completed and at the furthest within six months from the day on which those works respectively were begun restore the road highway footpath or place to as good a condition as it was in when it was broken up or

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

A.D. 1888.

disturbed and to the reasonable satisfaction of the said surveyor and the Company shall keep the same in repair for twelve months thereafter and if the Company fail to restore the road highway footpath or place within the prescribed six months the local board may restore the road highway footpath or place and recover the expense of such restoration from the Company :

(14) The Company shall not at any time stop up more than one-half of the width of any part of either Bounds Green Road or the Green Lanes :

(15) Where any of the works to be done under or by virtue of this Act shall or may pass over or under or by the side of so as to interfere with any sewer drain water-pipe watercourse lamp gas-pipe hydrant defence or work under the jurisdiction or control of the local board or shall or may in any way prejudicially affect the sewerage or drainage of their district the Company shall not commence such works until they shall have given to the local board twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the offices for the time being of the local board 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 such board do not signify their approval or disapproval within twenty-one days after delivery or service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless the local board against all and every the expenses to be occasioned thereby and all such works shall be executed by the Company under the superintendence and to the reasonable satisfaction of the surveyor to the local board at the cost in all respects of the Company and all costs charges and expenses which the local board may reasonably be put to or incur by reason of any such works whether in the execution or superintendence thereof or the preparation and examination of plans or designs or otherwise howsoever under the provisions of this Act shall be paid by the Company on demand and in default may be recovered by the local

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

board with full costs of suit in any court of competent jurisdiction :

(16) The Company shall from time to time pay to the local board all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed or liable to be assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the general district rate made on the eighth day of November one thousand eight hundred and eighty-seven notwithstanding that the buildings thereon or forming part thereof may have been taken down :

(17) All sewers drains water-pipes watercourses culverts hydrants and works whether new additional substituted or altered made under the provisions of this Act in the district of the local board shall be and continue under their jurisdiction and control as fully and effectually as the like works now are :

(18) Except as is by this Act expressly provided nothing in this Act shall extend to prejudice derogate from or diminish any of the rights and privileges of the local board under and by virtue of the Public Health Act 1875 the Edmonton Local Board (Division of District) Act 1881 or any other enactment but the same shall be and remain in as full force and effect as if this Act had not been passed :

(19) If any difference shall arise between the local board and the Company touching this section or anything to be done or not to be done thereunder such difference shall be determined by an arbitrator to be appointed (unless otherwise agreed on) by the President for the time being of the Institution of Civil Engineers on the application of either the local board or the Company and the costs of the arbitration shall be borne as he shall direct.

For protection of the Willesden Local Board.

29. Whereas the railway is intended to pass under or over and interfere with certain public carriage-roads and public footpaths in the parish of Willesden under the jurisdiction of the Willesden Local Board (in this section called "the local board") and also to interfere with certain existing sewers with respect to which public carriage-roads footpaths and sewers respectively the following provisions shall have effect and the works required to be executed

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

by the same shall be done at the expense in all things of the Company (that is to say):— A.D. 1888.

1. The public footpath running through field No. 9 on Railway No. 3 shall be carried under the railway by means of a subway having a clear width of not less than ten feet and a clear headway of not less than eight feet:
2. The public road numbered 6 on the deposited plans of Railway No. 4 shall not be enclosed altered diverted or interfered with in any manner whatever by the said Company:
3. The levels or gradients of the sewer belonging to the board in field No. 29 on the deposited plans of Railway No. 4 shall not in any manner be altered or interfered with and the Company shall make two manholes one on each side of the railway beyond the limits of the Company's property and shall for ever maintain to the reasonable satisfaction of the surveyor of the local board such sewer to the extent of their boundary on each side of their line:
4. The public road numbered 32 on the deposited plans of Railway No. 4 may be diverted as shown on the plan signed by the engineer of the local board and the engineer of the Company and the bridge for carrying such public carriage-road over the railway shall be of the clear width between the parapets for the whole length of the bridge of not less than forty feet such parapets and the screens on the bridge being not less than six feet in height above the level of the road. Such screens or parapets shall be constructed according to drawings to be previously submitted to and approved by the engineer of the local board and the gradients or rate of inclination of the said road bridge and approaches as altered for the purposes of the railway shall not be less than one in thirty and such approaches shall be forty feet in width between the fences on either side and the road and footways of the said bridge and approaches shall be levelled metalled kerbed paved channelled and made good in all respects to the reasonable satisfaction of the engineer of the said board and for ever thereafter maintained by the Company at their own expense but the Company shall not be called upon to execute such kerbing paving and channelling until the adjacent portions of such road are similarly kerbed paved and channelled:
5. Notwithstanding the diversion of such road as before described in the preceding sub-section the sewer at present

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

under such road shall be in no way altered or disturbed but the diverted roadway shall be so constructed that the said sewer shall be included within the boundaries of the Company's property and so far as is practicable at the foot of the slopes of the approaches to the bridge of the said railway The Company shall also afford to the said local board every facility for the inspection of such sewer by the local board or their officers or their workmen at all times and should the board require to open the ground over such sewer they shall be at liberty to do so without payment of any claim or compensation whatever to the Company The Company shall construct their bridge at Dog Lane or the diverted portion thereof so that the abutments of the same shall not in any way interfere with the safety of the sewer now under Dog Lane or the flushing tank now constructed over such sewer For this purpose the plan before referred to may be altered or varied :

6. The public waterway numbered 36 shall be carried under the railway by means of a culvert of not less sectional area than that of the culvert now carrying the waterway under the Road No. 32 on the deposited plans :
7. For the convenience of the local board the Company shall at their expense construct a road on the west side of Railway No. 4 and immediately alongside thereof of the width throughout of not less than fifteen feet commencing from Road No. 32 to Road No. 40 all in the parish of Willesden Such road shall be of such levels and gradients and shall be metalled to the reasonable satisfaction in all respects of the surveyor of the said board and the Company shall for ever thereafter pay to the local board one moiety of the cost of maintaining such roadway the amount of such moiety to be determined by the engineer of the local board :
8. The Company shall be at liberty to raise the Road No. 40 in the parish of Willesden two feet and shall raise the level of the rails of the intended railway five feet at the crossing of such road to give proper protection to the sewers of the board in that road such raising of the road and metalling of the same and the gradients to be in all respects carried out to the reasonable satisfaction of the engineer of the local board There shall also be in such road where the railway crosses the same a properly paved level-crossing with gates twelve feet wide on each side of the railway

all of which shall be for ever after maintained by the Company : A.D. 1888.

The Company shall in lieu of the existing sewers laid in Road No. 40 replace the same with iron sewers twenty-seven inches in diameter where they will be within the Company's property and the same shall be laid in the same levels as the existing sewers :

9. The Company shall within the limits of their property also construct by the side of the existing sewers two other iron sewers of the same dimensions and all such sewers so far and so far only as the surface of the road shall be within the Company's property be for ever thereafter maintained to the reasonable satisfaction of the engineer of the board :

The Company shall also construct on either side of their railway outside the limits of the boundary fences proper manholes to each sewer so as to afford access to such sewers at all times by the local board :

10. The Company shall to the reasonable satisfaction of the surveyor to the local board under whose control the same may be restore all sewers drains water-pipes hydrants gas-pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide instead thereof other proper and sufficient sewers drains pipes hydrants and gullies :

11. In case of any difference or dispute arising between the local board and the Company touching or concerning the true intent and meaning of these provisions or the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer or other fit person to be nominated by the President for the time being of the Institution of Civil Engineers on the application of either party and the expenses of the reference shall be borne and paid as the referee may direct :

12. Except only as is by this Act expressly provided nothing in this Act contained shall extend to prejudice derogate from or diminish any of the rights and privileges of the local board under and by virtue of the Public Health Act 1875 or any of the Acts of Parliament incorporated therewith but the same shall be and remain in as full force and effect as if this Act had not been passed.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.
For protec-
tion of St.
Mary Isling-
ton Burial
Board.

30. For protection of the burial board for the parish of St. Mary Islington (in this section called "the board") the following provisions shall have effect (that is to say) :—

1. The Company shall carry the railway across that portion of the land belonging to the board being Nos. 128 and 129 on the deposited plans for the parish of Finchley in the county of Middlesex by a viaduct which shall be constructed in accordance with a design to be previously submitted to and reasonably approved by the board having regard to the purposes for which they hold the land or as in case of difference shall be settled by an arbitrator to be appointed (unless otherwise agreed on) by the President for the time being of the Royal Institute of British Architects on the application of either party and the costs of the arbitration shall be borne as he shall direct :
2. The Company shall not enter upon take use or interfere with any portion of the said land except such as may be required for carrying the railway across the same and they shall not purchase and take more than is required for the piers of the said viaduct but they may purchase and take and the board shall sell and grant to the Company an easement or right of using the remainder of such portion for the purpose of constructing and maintaining the said viaduct of sufficient width to admit of four lines of rails thereon :
3. The Board may at the cost of the Company plant with timber and evergreen trees and shrubs such portion of the said land as they may reasonably consider expedient for breaking the lines of the said viaduct and in case of any differences between the board and the Company touching the amount of land to be occupied thereby or the nature or number of the trees or shrubs so to be planted such difference shall be determined by an arbitrator to be appointed (unless otherwise agreed) in manner aforesaid and the cost of the arbitration shall be borne as he shall direct :
4. The price to be paid by the Company for the land purchased and for the said easement to be acquired by them and for the portion of land so to be planted shall be such as shall be agreed on between the Company and the board or as failing agreement within three months after the service of the notice to treat for the purchase of the said land or easement whichever shall first happen shall be settled by an arbitrator to be appointed (unless otherwise agreed) in manner aforesaid :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

The Company in constructing and maintaining the said viaduct shall do no unnecessary injury to the roads sewers shrubs and property of the board in or on or adjacent to the said lands and shall recoup them all expense they may be put to in repairing such injury. A.D. 1888.

31. For the protection of the burial board for the parish of St. Pancras (in this section called "the board") the following provisions shall have effect (that is to say):— For protec-
tion of
St. Pancras
Burial Board

- (1) Where the line shall be constructed through the lands of the St. Pancras Burial Board the Company are to be at liberty to construct the same on embankment where such embankment shall not exceed the height of thirty-five feet and the remainder of the railway where it passes through the lands of the burial board shall be constructed on a reasonably ornamental viaduct in accordance with a design to be previously submitted to and reasonably approved by the board having regard to the purposes for which they hold the land or as in case of difference shall be settled by an arbitrator to be appointed (unless otherwise agreed on) by the President for the time being of the Royal Institute of British Architects on the application of any of the parties and the costs of the arbitration shall be borne as he shall direct:
- (2) The Company shall not acquire any portion of the land belonging to the board but the Company shall purchase from the board and the board shall grant to the Company a perpetual easement for so much of the said land as is required for the construction and maintenance of the piers of the said viaduct and the said embankment respectively:
- (3) The Company shall place all material excavated for the construction of the said piers on such part or parts of the land of the board adjacent to the viaduct and in such manner as the board shall reasonably require for the purpose of admitting of the ornamental planting of the said land provided that before so placing the same in any part of the said land they shall remove the surface soil therefrom and replace it on the deposited material:
- (4) The Company shall soil and plant the slopes of the said embankments with such ornamental trees and shrubs as may be reasonably required by the board and in case of any difference thereon between the board and the Company such difference shall be determined by an arbitrator to be appointed (unless otherwise agreed to) in manner aforesaid and the costs of the arbitration shall be borne as he shall direct:

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

(5) The Company in constructing and maintaining the said viaduct shall do no unnecessary injury to the roads sewers shrubs and property of the board in or on or adjacent to the said lands and shall recoup them all expense they may be put to in repairing such injury :

(6) The board shall apply the purchase-money payable to them by the Company under the provisions of this section as to a sum not exceeding one-fifth part thereof in planting and improving the said lands and as to the remaining four-fifths thereof in the purchase of additional land for the purposes of the board.

For the protection of the Metropolitan police.

32. Notwithstanding anything in this Act or in any of the Acts incorporated herewith contained to the contrary with respect to the railway numbered 9 by this Act authorised the Company shall not without the consent of the Receiver for the Metropolitan Police District in the construction of such railway or any works connected therewith approach (either above or below ground) within ten feet of the land and premises numbered 36 on the deposited plans for the parish of Finchley in the county of Middlesex belonging to or reputed to belong to the Receiver for the Metropolitan Police District.

For the protection of Cline's trustees and others.

33. For the protection of Henry Latham and Frederick John Blake as trustees of the estates passing under the will of Henry Cline deceased or other the owner or owners for the time being of those estates and of George John Oram of Bounds Green Farm and his heirs executors administrators and assigns (all of whom are in this section included under the expression "the owners") the following provisions shall have effect (that is to say) :—

1. The Company shall construct a road not less than thirty feet wide throughout from the occupation road No. 14 on the deposited plans of Railway No. 13 in the parish of Tottenham and to be carried over Railway No. 12 and Railway No. 13 by a bridge (set square or thereabouts to those railways and having a width between the parapets thereof of not less than 30 feet and the centre thereof to be at a point not more than $16\frac{1}{2}$ chains from the commencement of Railway No. 12) and to be continued thence along the southern side of Railway No. 13 and to terminate in the occupation road No. 10 or 10A at a point near the northern end of the tunnel of the Great Northern Railway and such road to be properly fenced on both sides :
2. The gradient of the said road shall not at any part thereof exceed the gradient of the present occupation road :

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

3. The Company shall construct a road on the south-western side of Railway No. 14 not less than forty feet wide throughout to commence in and out of the Bounds Green Road at a point abutting on the field No. 17A on the deposited plans of Railway No. 14 in the parish of Tottenham and to cross Nos. 17 and 15 and to terminate at the southern boundary of the field No. 10 in that parish on the said plans :
The said road to be properly fenced from the adjacent property and to be for the exclusive use of the owners :
A.D. 1888.
4. The Company shall form kerb channel and complete the said roads in all respects fit for use and shall construct on either side thereof respectively a proper footway and shall keep the same in repair so far as the same may be within the boundaries of the Company's property :
5. So much of Railway No. 14 as is to be constructed above the level of the surface of the ground from Bounds Green Road to the close or field No. 10 on the deposited plans for the parish of Tottenham and also from Bounds Green Road to Brownlow Road shall be constructed on an embankment or on an embankment with retaining walls or upon arches provided that if such railway be constructed on arches or viaduct the Company shall not use or let the same for stabling or mercantile purposes or for any purpose which would constitute a nuisance :
6. The works by this section prescribed shall be executed by and at the costs in all things of the Company and to the reasonable satisfaction of the owners :
7. If any difference arise between the owners or any of them and the Company touching this section or anything to be done or not to be done thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of any of the said parties by the Board of Trade and the costs of the arbitration shall be borne as he shall direct.

34. In connexion with the construction of the Railways Nos. 7 9 13 and 14 by this Act authorised the following provisions for the protection of the Ecclesiastical Commissioners for England and of their sequels in estate (herein-after called "the Commissioners") shall be observed and have effect :—
For the protection of the Ecclesiastical Commissioners for England.

1. The Company shall construct and for ever after maintain at or near points on the deposited plans and sections herein-after described the following works (that is to say) :—
(A) A bridge under the Railway No. 7 at one mile twenty-five chains or thereabouts ;

A.D. 1888.

- (B) A bridge shown on the deposited sections as intended to be constructed over the Road No. 92 in the parish of Friern Barnet at three miles seventy-seven chains on Railway No. 9;
- (C) A bridge over the Railway No. 14 at one mile thirty-nine chains or thereabouts;
- (D) A bridge over the Railway No. 14 at two miles fifteen chains or thereabouts or within one hundred yards westward of such point;
- (E) In the event of the Ecclesiastical Commissioners establishing a right of way over the occupation road numbered 10 and 14 on the deposited plans in the parish of Tottenham a bridge over and constructed square to the Railways No. 12 and No. 13 of the width of thirty feet between the parapets at nineteen and a half chains or thereabouts on Railway No. 13;
- (F) A level-crossing over the railway at or near thirty-five chains on Railway No. 7;
- (G) A road on the north side of the Railway No. 7 from either of the pieces of land numbered 7 and 8 on the deposited plan for the parish of Hendon into the Edgware Road shown on such plans such road to be not less than forty feet in width :
2. The Company shall construct such of the said bridges as shall be under any of the said railways with a clear width throughout of forty feet between the abutments and a clear headway of not less than fourteen feet on every part of the roadway proper and such bridges shall be constructed and for ever after maintained in a water-tight condition so as to be free from drip as far as practicable :
3. The Company shall construct such of the said bridges as shall be over any of the said railways with a width of forty feet between the parapets except in the case of the bridge described in sub-section (D) herein-before appearing which shall have a width of not less than thirty-five feet between the parapets and the approaches to the said bridges with a gradient not steeper than one foot in twenty feet without the consent of the Ecclesiastical Commissioners :
4. The Company shall acquire at their own expense all land required for the purpose of making the approaches to the said bridges and the compensation for the full value of such land shall in case of difference be ascertained in manner provided by the Lands Clauses Consolidation

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

Act 1845 with respect to the purchase and taking of lands otherwise than by agreement and shall be paid by the Company but notwithstanding this last-mentioned provision the Company shall not acquire more than an easement over the lands upon which such approaches are constructed for the purpose of such construction and maintenance as aforesaid and giving to the public the right of user of the roads on such bridges and approaches and the Ecclesiastical Commissioners shall be the absolute owners of the soil and subject to such easement as aforesaid :

A.D. 1888.

5. The Company shall not in the construction of the said Railways Nos. 7 9 13 and 14 without the consent of the Commissioners to be signified in writing under the hand of their secretary and then only to the extent to which such consent may be so signified take any lands of the Commissioners except such as may be necessary for the construction of the railway and any passenger stations and works in connexion therewith :
6. The provisions in this section contained shall be in addition to and not in substitution for all the provisions contained in this Act and in the Acts incorporated therewith for the accommodation of lands adjoining the railways :
7. In case of any difference or dispute arising between the Commissioners and the Company touching or concerning the true intent and meaning of these provisions or the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer or other fit person to be nominated by the President for the time being of the Institution of Civil Engineers on the application of either party and the expenses of the reference shall be borne and paid as the referee may direct.

35. In the construction of the Railway No. 9 by this Act authorised it shall not be lawful for the Company to take any land belonging to Francis Alexander Hamilton numbered 16 20 and 21 in the parish of Finchley on the deposited plans without the previous consent in writing of the said Francis Alexander Hamilton his heirs or assigns.

For the protection of
Francis
Alexander
Hamilton.

36. In the construction of the Railway No. 9 by this Act authorised it shall not be lawful for the Company to take any portion of the property No. 3 on the deposited plans in the

For the protection of
Joseph
Westwood
Thompson.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888. — parish of Finchley without the consent in writing of Joseph Westwood Thompson or other the owner for the time being of the said property.

Capital. **37.** The capital of the Company shall be one million two hundred thousand pounds in one hundred and twenty thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid. **38.** 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.

Calls. **39.** One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris. **40.** If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow. **41.** The Company may in respect of the capital of one million two hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole four hundred thousand pounds in manner following (that is to say) In respect of the first sum of four hundred thousand pounds of such capital of one million two hundred thousand pounds they may borrow any sum not exceeding in the whole one hundred and thirty-three thousand pounds and in respect of the second sum of four hundred thousand pounds of such capital they may in like manner borrow the sum of one hundred and thirty-three thousand pounds and in respect of the remaining sum of four hundred thousand pounds of such capital they may borrow the sum of one hundred and thirty-four thousand pounds but no part of any such several sums shall be borrowed until the portion of capital in respect of which any sum is authorised to be 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 before he so certifies that shares for the whole of such respective portion of capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

such respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the 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: A.D. 1888.

Provided always that the Company shall not exercise the powers by this section conferred upon them of borrowing by instalments until they shall have completed one or more of the sections of the railway herein-after mentioned (that is to say):--

Section 1—Railways 2 3 5 and 6.

Section 2—Railways 6 7 and 8.

Section 3—Railways 8 9 10 and 11.

Section 4—Railways 11 12 14 15 and 16.

42. 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. For appointment of a receiver.

43. 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. Debenture stock.

44. 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. Application of moneys.

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

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

- A.D. 1888.
- Number of directors. **46.** The number of directors shall be nine but the Company may from time to time reduce the number provided that the number be not less than four.
- Qualification of directors. **47.** The qualification of a director shall be the possession in his own right of not less than fifty shares.
- Quorum of directors. **48.** The quorum of a meeting of directors shall be three.
- First directors. **49.** Charles Grey Mott the Right Honourable Viscount Bury Sampson Hanbury Alexander Billing Sim James Richardson George Buchanan and three other duly qualified persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election And at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor 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.
- Lands for extraordinary purposes. **50.** The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding nine acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.
- Period for compulsory purchase of lands. **51.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.
- Inclination of road. **52.** In altering for the purposes of this Act the road next herein-after mentioned the Company may make the same of any

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

inclination not steeper than the inclination herein-after mentioned (that is to say) :— A.D. 1888.

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
15	Finchley.	Public.	1 in 19.

53. The Company shall not under the powers by this Act granted purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers unless and until—

Restrictions on displacing persons of labouring class.

- (1) They shall have obtained the approval 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 last or for such number of persons as the Local Government Board 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
- (2) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme :
- (3) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme :
- (4) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings 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 Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit :

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

(5) Any conditions subject to which the Local Government Board may have approved of any scheme under this section 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 Local Government Board out of the High Court of Justice :

(6) If the Company acquire or appropriate any house or houses under the powers by this Act granted in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any 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 Local Government Board by action in the High Court of Justice 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 :

(7) 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 power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections one hundred and seventy-six and two hundred and ninety-seven of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands 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 :

(8) 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 purpose 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

[51 & 52 Vict.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

A.D. 1888.

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit :

- (9) So much of section one hundred and fifty-seven of the Public Health Act 1875 as provides that the provisions of that section and of sections one hundred and fifty-five and one hundred and fifty-six 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 Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes 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) For the purposes of this section the expression "labouring class" includes mechanics artizans 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.

54. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit

Power to
take ease-
ments &c. by
agreement.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888. subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water 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.

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

55. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of fifty-four thousand and thirty-two pounds Consolidated Three Pounds per Centum Annuities being equal in value to five per centum upon the amount of the estimate in respect of the railways has been paid or transferred into the name of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in respect of the application to Parliament for this Act which sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not 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 (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 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 of Justice in England shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred 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.

56. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England 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 either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the deposit fund has been retransferred 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.

A.D. 1888.

57. 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 railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of works.

58. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say) :—

Tolls.

In respect of passengers and animals conveyed upon the railway or any part thereof as follows :

For every person conveyed in or upon any carriage per mile twopence and if conveyed in or upon any carriage

Passengers.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888.

belonging to the Company an additional sum per mile of one penny ;

Animals.

Class 1. For every horse mule ass or other beast of draught or burden conveyed in or upon any such carriage per mile threepence and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny ;

Class 2. For cattle conveyed in or upon any such carriage per head per mile twopence and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny ;

Class 3. For every calf pig sheep or other small animal conveyed in or upon any such carriage per mile one halfpenny and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one farthing ;

Goods.

In respect of goods conveyed on the railway :

Class 4. For all coal coke culm cannel ironstone iron ore pig iron bar iron rod iron sheet iron hoop iron plates of iron slabs billets and rolled iron limestone chalk lime bricks salt sand fire-clay cinders slag and stone per ton per mile one penny halfpenny and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny ;

Class 5. For all dung compost and all sorts of manure and all undressed materials for the repair of public roads or highways charcoal stones for building pitching and paving tiles slates and clay (except fire-clay) and for wrought iron not otherwise specifically classed herein and for heavy iron castings including railway chairs per ton per mile twopence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny ;

Class 6. For sugar grain corn flour hides dyewoods earthenware timber staves deals and metals (except iron) nails anvils vices and chains and for light iron castings per ton per mile twopence halfpenny and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny ;

Class 7. For cotton and other wools drugs manufactured goods and all other wares merchandise fish articles matters or things per ton per mile threepence and if conveyed

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny ; A.D. 1888.

Class 8. And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform belonging to the Company per mile sixpence and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

59. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or sums by this Act authorised to be taken. Limiting charges for propelling power.

60. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :-- Regulations as to tolls.

For all passengers animals or goods conveyed on the railway for a less distance than four miles the Company may demand tolls and charges as for four miles ; Short distances.

For a fraction of a mile beyond four miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile ; Fractional parts of a mile.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton ; Fractional parts of a ton

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight ; General weight.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity. Weight of stone and timber.

61. With respect to small packages not exceeding five hundred pounds in weight and single articles of great weight notwithstanding Tollis for small parcels and great weights.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888. anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say):—

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 and not exceeding fourteen pounds in weight fivepence ;

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

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

And for any parcel exceeding fifty-six pounds and 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 articles in separate packages :

For the carriage of single articles of great weight :

For the carriage of any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand any sum not exceeding sixpence per ton per mile ;

For the carriage of any single article the weight of which including the carriage exceeds eight tons the Company may demand and take any sum they think fit.

Maximum
rates for
passengers.

62. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including the tolls for the use of the railway and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say):—

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.

Maximum
rates for
animals and
goods.

63. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway including the tolls for the use of the railway and for waggons or trucks and locomotive power and for every other expense incidental

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):—

A.D. 1888.

For every animal mentioned in Class 1 per mile fourpence ;

For every animal mentioned in Class 2 per mile threepence ;

For every animal mentioned in Class 3 per mile three farthings ;

For the articles and goods mentioned in Class 4 per ton per mile one penny halfpenny ;

For the articles and goods mentioned in Class 5 per ton per mile twopence ;

For the articles and goods mentioned in Class 6 per ton per mile threepence ;

For the articles and goods mentioned in Class 7 per ton per mile fourpence ;

For any carriage mentioned under Class 8 not weighing more than one ton sixpence per mile if weighing more than one ton one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

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. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Terminal station.

66. 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 and goods upon the railway.

Foregoing charges not to apply to special trains.

67. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either

Company may take increased charges by agreement.

[Ch. clxxxiv.] *Metropolitan Outer Circle Railway* [51 & 52 VICT.]
Act, 1888.

A.D. 1888. — by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Classification table to be open to inspection and copies to be sold.

68. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling :

Accounts to be rendered as to terminal charge.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified :

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section fourteen of the Regulation of Railways Act 1873.

Interest not to be paid on calls paid up.

69. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

70. 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 execute any other work or undertaking.

[51 & 52 VICT.] *Metropolitan Outer Circle Railway* [Ch. clxxxiv.]
Act, 1888.

71. 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.

A.D. 1888.
Provision
as to general
Railway
Acts.

72. 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.

Expenses of
Act.

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