ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. ccii.

An Act to enable the *Great Northern* Railway Company to extend their Railway to the Town of *Barnet*; to improve their Station at *King's Cross*; and for other Purposes.

[14th *July* 1864.]

WHEREAS it is expedient that the following Powers should be granted to the *Great Northern* Railway Company (who are herein-after referred to as "the Company"); namely,

1. To make a Branch Railway into the Town of *Barnet* in *Hertfordshire*, and to improve Two of the Streets in *Barnet* which will form an Approach to the Railway:
2. To improve their Station at *King's Cross* in the Parish of *St. Pancras* in *Middlesex*, and to construct a Bridge across the *Regent's* Canal:
3. To confirm the Heads of Agreement between the Company and the *Metropolitan* Railway Company, bearing Date the 26th Day of *December* 1860, and under the Seals of the Two Companies, which Heads of Agreement form a Schedule to this Act:

And whereas Plans and Sections of the Branch Railway, of the new Street and Improvements of the Streets in *Barnet*, and of the crossing of the *Regent's* Canal, and also a Plan of the Lands to be taken in the Parish of *St. Pancras* under the Powers of this Act, with a Book of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands so intended to be taken, or through which the proposed Works are intended to be made, have been deposited with the Clerks of the Peace for *Middlesex* and for *Hertfordshire*: And whereas the Purposes aforesaid cannot be accomplished 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:

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

1. "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and Parts 1 and 3 of "The Railways Clauses Act, 1863," relating respectively to the Construction of a Railway and to Working Agreements, shall be incorporated with and form Part of this Act; and the Word "Shares" in this Act shall include Stock.

"Shares" to include Stock.

Power to make Railway according to deposited Plans.

2. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, and also to make the Road or Street herein-after described, and to improve *Moxon Street* and *Tapston Street* in *Chipping Barnet*, to increase their Station in *St. Pancras*, and to construct a Bridge with the necessary Approaches across the *Regent's* Canal, such Railway, Road, and Improvements, and Bridge being in the Line and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Provisions for Protection of the Regent's Canal.

3. The following Provisions shall apply to the crossing of the *Regent's* Canal:

A. 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 of the Company of Proprietors of the *Regent's* Canal (herein-after called "the Canal Company"):

B. The Company shall not otherwise than by Agreement with the Canal Company take or use (except for the Purpose in this

Section

Section expressed) any Part of the Canal or of the Towing-path, Locks, Lay-bys, or Works connected with the Canal, or any Land belonging to the Canal Company:

C. The Canal Company shall grant to the Company the perpetual Easement, so far as the Canal Company's Lands extend, of making, maintaining, and using the Bridge over the *Regent's* Canal by this Act authorized, and the Approaches thereto, with full and free Right of Way at all Times and for all Purposes over the same:

D. The Company shall not without (or otherwise than in accordance with) the previous Consent of the Canal Company, in Writing under their Common Seal, alter the Line or Level of the *Regent's* Canal or of the Towing-path thereof, or obstruct or impede the Navigation of the Canal, or divert, intercept, cut off, take, use, or lessen any of the Waters in the Canal, or which the Canal Company are authorized to take for the Supply to or Use of the Canal, or damage, injure, or interfere with any of the Works of the Canal, or lessen or alter the Width of the Waterway or Towing-path of the Canal:

E. The Company shall make and maintain the Bridge over the Canal, and the Towing-path thereof, of Brick, Stone, or Iron, and the Width of the Bridge shall not exceed Thirty Feet, and no Part of the Soffit or Underside thereof shall be less than Thirteen Feet clear above the Level of the present Weir at the *City Road* Lock of the Canal, and the Bridge shall be so constructed as to span the whole of the Canal and Towing-path without Obstruction, and to leave a clear, uniform, and uninterrupted Opening over the same, measured at Right Angles to the Face of the Abutments, for the Waterway and Towing-path, and the present Line of the Towing-path shall not be altered or obstructed:

F. The Bridge and all the Works connected therewith shall be carried on and completed so as that no Obstruction shall be caused to the Boats or Barges navigating the Canal, or to the Horses towing the same:

G. The Company shall during the making and repairing the Bridge and the Works connected therewith at all Times leave and keep an open and uninterrupted navigable Waterway in the Canal, and an open and uninterrupted Towing-path by the Side thereof:

H. During the Time of the making of the Foundation Walls of the Abutments of the Bridge up to One Foot above the Top-water Level of the Canal, which Time shall not exceed Forty Days from the Commencement of that Work, the Waterway to be so left shall not be less than Thirty-eight Feet in clear Width throughout; and at all other Times during

during the making or repairing of the Bridge and any of the Works connected therewith the Waterway to be so left shall not be less than Forty-five Feet in clear Width throughout; and at all Times during the making or repairing of the Bridge and any of the Works connected therewith the Towing-path to be so left shall not be less than Six Feet in clear Width throughout:

I. The Bridge 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:

K. So far as relates to all Precautions requisite for the Safety of the Canal and the Towing-path, and the Water in the Canal and the Works connected therewith, and for preserving a free and uninterrupted Passage along the Canal and Towing-path, the Bridge, and all the Works connected therewith, 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 for his reasonable Approval to and approved by the 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:

L. If and whenever during the Progress of any of the Works or Repairs any Damage or Injury is occasioned to the Canal or Towing-path, or the Works thereof respectively, the Company shall, under the Superintendence and to the reasonable Satisfaction of the Canal Company's Engineer, restore the same to the same State and Condition as before the happening of the Damage or Injury:

M. If and whenever during or after the making or repairing of the Bridge 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 Navigation of the Canal occurs, and Notice in Writing thereof is given by or on behalf of the Canal Company to the Company, or their Secretary or other 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, and make or do for the Purpose, under the Superintendence and to the reasonable Satisfaction of the Canal Company's Engineer, all proper and sufficient Works, Repairs, and Things, and complete the same with all reasonable Expedition, the Canal Company from Time to Time may,

may, under his Superintendence and to his reasonable 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 to the Canal Company all the Costs and Expenses incurred by them in that Behalf, including their Engineer's reasonable Charges for his Superintendence:

N. The Bridge and all the Works connected therewith 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 respectively are not completed within that Period, the Company shall forfeit and pay to the Canal Company, as and for liquidated Damages, Twenty Pounds for every Day after the Expiration of that Period, until the whole thereof are completed:

O. If and whenever during or after the making or repairing of any of the Works by this Act authorized, 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 of the Canal leaks, escapes, or runs to waste from the Canal, the Company shall pay to the 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:

P. If and whenever, by reason of any of those Circumstances or Causes, the Navigation of the Canal or the Passage along the Towing-path thereof is so obstructed as that Boats or Barges navigating the Canal, or Horses towing the same, are impeded in their Passage, or are not able to pass uninterruptedly along the Canal or Towing-path, the Company shall pay to the Canal Company Ten Pounds, as and for liquidated Damages, for every Hour during which the Obstruction continues after Notice thereof is given by or for the Canal Company to the Company, or their Secretary or other Officer; and if and whenever any such Obstruction continues for more than Seventy-two 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 the Canal Company Twenty Pounds, as and for liquidated Damages, for every Hour during which the Obstruction continues:

Q. Nothing in this Section contained shall prevent the Canal Company, or any Owner of any Boat or Barge, or any other Person using or navigating the Canal from recovering from the Company, in addition to the liquidated Damages, the Amount of any special Damage sustained by him by reason of any wilful Act or Default of the Company, or by reason of any Leakage, Escape, or running to waste of any Water of the Canal, if the same happen by reason of any of those Circumstances or Causes, and the Canal Company and any or every such Owner or other Person may sue for and recover the special Damage in any Court of competent Jurisdiction.

Describing Line of Railway.

4. The Railway shall commence by a Junction with the *Great Northern* Railway in the Parish of *East Barnet* in *Hertfordshire*, and terminate in the Parish of *Monken Hadley* in *Middlesex*, near the Back of the *Salisbury Arms* Inn in *Chipping Barnet:* Provided that, instead of the present Footpath along the Bottom of the Railway Embankment on the West Side thereof in the Parishes of *Monken Hadley* and *East Barnet* respectively, over which Footpath the Works hereby authorized will be constructed, the Company shall construct and maintain a Footpath to the *Barnet* Station, Three Feet in Width, along the Bottom of the Railway Embankment on the East Side thereof and on the Inside of the Railway Fence. The Railway will be entirely in the Three Parishes of *East Barnet* and *Chipping Barnet* in *Hertfordshire* and *Monken Hadley* in *Middlesex*.

Describing Street in Barnet.

5. The Road or Street hereby authorized shall commence at the proposed Terminus of the Railway in *Monken Hadley*, and shall terminate in *Moxon Street, Chipping Barnet.*

Railway as to Tolls, &c. to form Part of Great Northern Railway.

6. The Company may demand and receive for and in respect of the Railway the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking, as if it were Part of such Undertaking, and the Railway shall in all respects be deemed Part of the *Great Northern* Railway.

Lands for extraordinary Purposes.

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

Powers for compulsory Purchases limited.

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

9. The

Period for Completion of Works.

9. The Railway and Works by this Act authorized shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway and Works or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Penalty if Line not completed in a certain Time.

10. If the Railway is not completed and opened for public Traffic within the Period of Four Years from the passing of this Act, the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Line shall be so completed and opened, and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the Railway by unforeseen Accident, or by Circumstances beyond their Control, (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be the sole and conclusive Evidence,) the Company shall not be liable to the Payment of the same Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid; but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

As to Station in Saint Pancras.

11. It shall be lawful for the Company to purchase the Lands, Houses, and other Property situate in the Parish of *Saint Pancras*, and shown on the Plan deposited as aforesaid with the Clerk of the Peace for *Middlesex*, which Land and Property are bounded on the West by *Cambridge Street*, on the North by Land purchased or contracted to be purchased by the *Midland* Railway Company, on the East by the *Regent's* Canal, and on the South by the *Wharf Road*, and the Company may construct and maintain thereon a Station, with the necessary Works and Conveniences incident thereto.

Reserving Powers to Midland Railway Company.

12. Provided that the Powers hereby given to the Company for the Acquisition of the aforesaid Lands, Houses, or other Property shall be subject to the Powers of the *Midland* Railway Company to construct, either by tunnelling or covered Way, as the same Company may think fit, the Branch Railway authorized by "The *Midland* Railway (*Saint Pancras* Branch) Act, 1864," under such Parts of the said Lands, Houses, and other Property as are included within the Limits of Deviation delineated upon the Plans deposited with relation to the said Act: Provided nevertheless, that the Powers thereby granted to the *Midland* Railway Company shall be exercised so as not to interfere with the permanent Use of the said Lands by the *Great Northern* Railway Company for the Erection thereon of Buildings

Buildings for the Purposes of their Undertaking; and the *Midland* Railway Company shall construct the said Tunnel or covered Way in such Manner as will enable the *Great Northern* Railway Company to erect any such Buildings over the same, so that by the Construction or Use of any such Buildings the Company shall not endanger the Stability or Use of such Tunnel or other Works; and the *Midland* Railway Company shall restore and make good the Surface of such Lands; and if any Difference shall arise between the Company and the *Midland* Railway Company touching the Compensation to be paid by them respectively for the Use so secured to them respectively of the said Portion of Land and Property, such Difference shall be settled in the Manner prescribed by "The Lands Clauses Consolidation Act, 1845," with respect to the purchasing and taking of Lands otherwise than by Agreement; and if any Difference shall arise between the Companies as to the Construction of the Tunnel or covered Way, or the Nature of the Buildings to be erected on the Surface of such Lands, or touching any of the other Matters provided for in this Enactment, such Difference shall from Time to Time be settled by an Arbitrator to be agreed on between the Companies, or, in default of Agreement, to be appointed by the Board of Trade on the Application of either Company.

Confirming Agreement with Metropolitan Railway Company, dated 26th Dec. 1860.

13. The Heads of Agreement between the Company and the *Metropolitan* Railway Company, bearing Date the 26th Day of *December* 1860, which Heads of Agreement are set forth in the Schedule to this Act, are hereby confirmed and made binding on both Companies; and *Thomas Elliot Harrison*, of *Great George Street, Westminster*, Civil Engineer, and, failing him, *John Hawkshaw* of the same Place, Civil Engineer, failing whom an Arbitrator to be appointed by the President for the Time being of the Institution of Civil Engineers, shall be permanent Arbitrator, with full Powers to decide from Time to Time between the Two Companies all Questions arising under the said Heads of Agreement; and every Award made by the Arbitrator shall be final and conclusive as to all Matters therein decided; and it shall be lawful for the Arbitrator to impose on either Company such Penalty by way of Damages as he may think fit for any Violation of his Award, and every such Penalty shall be deemed a Debt due from the Company on whom it is imposed to the Company to whom it is made payable, and may be recovered accordingly in any Court competent to take cognizance of Debts of the Amount claimed under such Award, as if such Debt were a common Simple Contract Debt, and not a Debt contracted by Statute.

Appointment of Arbitrator.

Power to enter into Traffic Ar-

14. The Company and the *London, Chatham, and Dover* Railway Company may from Time to Time enter into Contracts or Arrangements

ments with respect to the following Purposes, or any of them; (that is to say,)

rangements with London, Chatham, and Dover Company.

The mutual Use of their respective Undertakings or of any Parts thereof respectively; the Interchange, Accommodation, and Conveyance of Traffic coming from or destined for the same Undertakings; and the Division between the Companies of the Receipts arising from such Traffic.

Saving existing Right to Contract.

15. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from Acts heretofore passed relating to the Company, or from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Company may apply their Funds towards Purposes of Act.

16. It shall be lawful for the Company to apply towards the Purposes of this Act any of the Monies which they are already authorized to raise and which may not be required by them for the Purposes of their Undertaking.

Power to raise additional Capital by new Shares.

17. The Company may from Time to Time raise (in addition to the Sums of Money which they are already authorized to raise) any further Sums, not exceeding in the whole Two hundred thousand Pounds, by the Creation of new Shares in their Undertaking, which Shares shall form Part of the general Capital of the Company, and may be issued at such Price (being not less than the nominal Value thereof) and upon such other Terms and Conditions as may be determined on by Three Fifths at least of the Votes of Shareholders present, personally or by proxy, at any Extraordinary General Meeting of the Company convened with due Notice of the Object: Provided that there shall be paid upon each Share or each Amount of Stock issued under the Powers of this Act at the Time of the Issue thereof, and before the same shall vest in the Person to whom the same is issued, a Sum equal to One Fifth of the nominal Value of such Share or Portion of Stock.

Privileges may be attached to new Shares.

18. The Company may, with the Consent of Three Fifths at least of the Votes of their Shareholders present, personally or by proxy, at any Extraordinary Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers of this Act any preferential Dividend, with or without other Privileges, which the Company may think fit, and may also attach to the said Shares a Condition that the same may be redeemed upon Conditions to be stated in the Resolutions creating the same, and to be notified on the Certificates of such Shares; and for the Purpose of redeeming the same or any Part thereof the Company may create and issue from Time to Time fresh Shares, with or without any special Advantages: Provided that any fixed or preferential Divi-

dend to be granted by the Authority of this Act shall not exceed the Rate of Five *per Centum per Annum* on the Amount for the Time being paid up on such Shares.

As to Dividends for First Half of a Year.

19. If in the First Half of any Year, commencing on the First of *January*, there be Profits applicable to the Purposes of Dividend upon the Ordinary Shares or Stock of the Company after satisfying the Dividend and Arrears of Dividend (if any) due upon any other Preference Shares or Stock of the Company previously created and issued, and also the Dividend for such Half Year on the Preference Shares or Stock to be created under the Powers of this Act, it shall be lawful for the Company to declare a Dividend for such Half Year on such Ordinary Shares or Stock.

Limit of Amount and Number of Calls.

20. The Amount of any One Call to be made upon the Shares created under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

As to Votes of Proprietors of such Shares.

21. The Proprietors of any Shares to be issued under the Authority of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been original Shares of the Company.

Power to borrow on Mortgage, &c.

22. The Company may from Time to Time under the Powers of this Act borrow any additional Sum of Money not exceeding Sixty-six thousand Pounds, either by Mortgage of their Undertaking or by the Issue of Debenture Stock, in pursuance of the Powers and subject to the Limitations and Restrictions contained in "The *Great Northern* Railway Company's Increase of Capital Act, 1853;" but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such additional Capital has been subscribed for or taken *bonâ fide*, and that all the Shares have been issued, and that One Fifth at least has been paid on each separate Share, and that they are held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

23. Pro-

Existing Mortgages to have Priority.

23. Provided always, That all Mortgages granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be created by virtue of this Act.

Application of Sums raised under this Act.

24. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes by this Act authorized.

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

25. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

With respect to the Remedies of the Creditors of the Company against Shareholders, and with respect to Access to the Special Act;

and also the Clauses and Provisions of "The Companies Clauses Act, 1863,"

With respect to Cancellation and Surrender of Shares; and

With respect to additional Capital,

shall be incorporated with this Act, and shall apply to all Shares created and to Mortgages granted and Money borrowed under the Powers of this Act.

Interest not to be paid on Calls paid up.

26. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The

"The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

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

28. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title. Expenses of Act.

29. This Act may be cited as "The *Great Northern* Railway Act (No. 1), 1864;" and all the Expenses of obtaining this Act, or preparatory or incident thereto, shall be paid by the Company.

SCHE-

SCHEDULE.

HEADS OF AGREEMENT between the Metropolitan Railway Company and the Great Northern Railway Company.

1. In order to establish a Connexion between the Great Northern and Metropolitan Systems, the Metropolitan Company will agree that the Passenger, Goods, and Coal Traffic of the Great Northern Company in connexion with the Metropolitan Railway shall pass over the Metropolitan Railway by means of the Engines of the Great Northern Company, such Engines to be adapted to the Eastern Portion of the Metropolitan Company, and when so approved shall be driven by the Servants of the Great Northern Company, so that the Trains of the Great Northern Company passing between the Two Systems shall run continuously to and from the Goods and Passenger Depôts as herein-after described and up to the Junction of the Finsbury Extension of the Metropolitan Railway and the Dover and Chatham Railway.

That the Trains shall run uninterruptedly in common with the Trains of other Parties, but under the Management of the Metropolitan Company, it being understood that a Train from the Great Northern presenting itself at the Junction in Maiden Lane shall at once pass on and along the Metropolitan Railway, if the Line is clear, and should the Line not be clear, then in its fair Turn, having reference to the Character of the Trains and the general Convenience of the Two Companies; and on the Journies in the opposite Direction the Great Northern Company's Trains starting from the Victoria Station, or presenting themselves at the Dover and Chatham or the Finsbury Junction, or coming from the Goods Depôt of the Great Northern Company, shall in like Manner pass to King's Cross.

2. The Tolls to be paid by the Great Northern Company for the Use of the Railway shall be as follows:

For Passengers.	Single Tickets.	Day Tickets.
	d.	*d.*
1st Class - - -	$2\frac{1}{2}$ - - -	$3\frac{3}{4}$
2nd Class - - -	2 - - -	3
3rd Class - - -	$1\frac{1}{2}$ - - -	$1\frac{7}{8}$

With respect to Season Tickets, the Metropolitan Company to fix the Amount on their Line chargeable to the Public between King's Cross and West Street, and the Great Northern shall pay as Toll Fifty per Cent. thereof.

For Goods: 1st, 2nd, and 3rd Class	- -	2*d.* per Ton.
„ 4th and 5th Classes	- -	3*d.* do.
For Minerals - - -	- -	2*d.* do.

3. That the Metropolitan Company will lease to the Great Northern Company, should the Great Northern Company so elect, the Eastern Severance of a Plot of Land No. 8, in the Parish of Clerkenwell, of the deposited Plan for Session of 1861, and which is estimated to contain about Five thousand

Yards, or so much of it as would not interfere with a fair and convenient Apportionment of the Land at the Disposal of the Metropolitan Company.

That the Price shall be based upon the Terms paid by the Metropolitan Company to the City, and on the same Percentage on the Purchase Money by way of Rental; but that it shall be arranged between the Two Companies whether the Piece of Land in question is worth more than the general average Value, and if so, how much; and the Great Northern Company will erect a Warehouse thereon.

4. No Charge to be made by the Metropolitan Company for intermediate Passenger Stations, and the Metropolitan Company to allow the Great Northern Company the Use of the Victoria Street Passenger Station, wherever it may be placed, should they elect to use it as a Terminus, on Payment of the Proportion of the Interest on the Cost of the Station at Five per Cent., the Repairs, Maintenance, Staff, Lighting, Rates, Taxes, Stores, and Water; the Proportion being based upon the Number of Passengers carried by the Great Northern Company as compared with the Passengers of other Companies using the Station.

5. That the Metropolitan Company shall make the Eastern Curve in Maiden Lane as proposed by the Bill for the coming Session of Parliament, and the Great Northern Company shall execute the Hotel Curve, for which they now have Powers.

6. The Great Northern Company and the Metropolitan Company to divide between them the Cost of Signalmen at the South End of the Hotel Curve and the Northern End of Maiden Lane Curve, all the other Staff on the Line to be paid by the Metropolitan Company.

7. A full Arbitration Clause to meet all Cases in dispute with respect to Traffic, the Mode of working the Railway, the Sort of Engine to be used between King's Cross and the City, the Precedence of Trains, the Accommodation at Stations, and all Questions that may arise as regards Traffic Arrangements comprised in this Agreement.

Dated this 26th December 1860.

Seal of Metropolitan Railway Company.

Seal of Great Northern Railway Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.