# CHAPTER cxlix.

An Act to authorise the Metropolitan and the Metropolitan and Saint John's Wood Railway Companies to construct a Railway from Kingsbury to Harrow; and for other purposes. [16th July 1874.]

A.D. 1874.

WHEREAS by "The Metropolitan and Saint John's Wood Railway Act, 1873," the Metropolitan and Saint John's Wood Railway Company (herein-after called "the Saint John's Wood Company") were authorised to construct railways in extension of their undertaking to Kingsbury; and it was provided (section 39) that if the Saint John's Wood Company and the Metropolitan Railway Company should so agree, the powers in the said Act conferred upon the Saint John's Wood Company for the construction of the railways and works thereby authorised might be executed by the Metropolitan Railway Company severally or jointly with the Saint John's Wood Company; and it was also provided (section 41) that, subject to the conditions therein prescribed, the Saint John's Wood Company on the one hand, and the Metropolitan Railway Company on the other hand, might contract and agree for the vesting in the Metropolitan Railway Company of the undertaking of the Saint John's Wood Company, or any part or parts thereof, upon such terms and conditions as the contracting companies might think fit: 36 & 37 Vict. c. ccxlvii.

And whereas it will conduce to public and local advantage that the railways authorised by the said Act of 1873 should be extended to Harrow, in the county of Middlesex, and the Metropolitan Railway Company and the Saint John's Wood Company, herein-after called the two Companies, are willing at their own expense to make such extension on having the powers herein-after contained conferred upon them for that purpose:

And whereas the two Companies have power to purchase a large quantity of land near Kingsbury, and it may be inconvenient to them to take and use the same, and it is expedient that the two Companies should be authorised to purchase and take for the pur-

A.D. 1874.

poses of their respective undertakings the additional lands in the parish of Willesden, in the county of Middlesex, herein-after described:

And whereas it is expedient that the powers herein-after contained should be conferred upon the two Companies and the London and Aylesbury Railway Company:

And whereas plans and sections showing the lines and levels of the railway authorised by this Act, and of the lands in or through which the same is to be made and maintained, and plans of the said additional lands, and also a book of reference 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 book of reference:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

**1.** This Act may be cited as "The Kingsbury and Harrow Railway Act, 1874."

Provisions of certain general Acts incorporated.

**2.** "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," Parts I. and III. of "The Railways Clauses Act, 1863" (relating to "construction of a railway" and to "working agreements");

The clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions, and means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of the creditors of the Company against shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The making of dividends;
The giving of notices; and
The provision to be made for affording access to the special Act by all parties interested;
And also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock;
are (except where expressly varied by this Act) incorporated with and form part of this Act, and shall be applicable to each of the two Companies and to the capital by this Act authorised to be raised by them by shares and borrowing respectively.

Interpretation of terms.

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

The expression "the railway" means the railway by this Act authorised;

The expression "joint undertaking" means the railway authorised by this Act and the works connected therewith, and the lands and property hereby authorised to be taken for the purposes thereof;

And the expression "superior courts" or "courts of competent jurisdiction," or other like expressions in this Act, or for the purposes of this Act, in 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.

Power to make railway according to deposited plans.

**4.** Subject to the provisions of this Act, the two Companies may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railway herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the land delineated on the said plans and described in the deposited book of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is a railway four miles four furlongs and five chains in length, commencing in the parish of Willesden, in the county of Middlesex, by a junction with the authorised railway of the Saint John's Wood Company, and terminating in the parish of Harrow-on-the-Hill in the same county.

A.D. 1874.

As to the lands required in common for railway and Harrow and Rickmansworth Railway.

**5.** And whereas the railway hereby authorised is intended to terminate at the point where the Harrow and Rickmansworth Railway (for the construction of which the Harrow and Rickmansworth Railway Company are seeking powers in the present session of Parliament) will terminate, and the lands required by that Company for the purposes of their railway, and by the two Companies for the purposes of the railway authorised by this Act, may be in some cases identical: Therefore, in order to prevent any dispute as to the property in the said lands and the nature and extent of the tenure thereof by that Company and the two Companies, and the payments to be made by them respectively for the purchase or use of the same or for the interference therewith, and also to prevent any dispute as to the method or cost of executing works common to the two Companies and the Harrow and Rickmansworth Railway Company, or in the execution or use of which that Company and the two Companies may be concerned, be it enacted, that any difference which may from time to time arise between the two Companies, or either of them, and the Harrow and Rickmansworth Railway Company, respecting any of the matters aforesaid, shall be settled by an arbitrator to be appointed by the common consent of the parties in difference, or in default of such consent to be appointed by the Board of Trade.

For protection of property belonging to Mrs. Rotch.

**6.** If the two Companies by virtue of the powers of this Act take any lands in the parish of Harrow belonging or reputed to belong to Isabella Rotch, they shall, on the requisition of the said Isabella Rotch, her heirs or assigns, or other the person in possession of those lands for the time being, either take the whole of the lands belonging to the said Isabella Rotch in the said parish, or they shall construct the railway in such a way as not to take any part of the pleasure grounds of the said Isabella Rotch numbered on the deposited plans 73 and 74 in the parish of Harrow.

For protection of the Edgware Highway Board.

**7.** With respect to the public carriageroads and public footpaths under the jurisdiction of the Edgware Highway Board (herein-after called "the board"), the following provisions shall have effect; (that is to say,)

(A.) The two Companies shall convert the road numbered on the deposited plans four, in the parish of Willesden, into a good metalled road, with an inclination not steeper than one in thirty throughout the distance between the limits of deviation, and the bridge for carrying that road over the railway shall not be less than thirty feet between the parapets thereof.

(B.) Notwithstanding anything on the deposited sections, the road numbered on the deposited plans nine, in the parish of Harrow-on-the-Hill, shall not be lowered more than two feet, and the said road shall only be altered in such a manner as to be level on one side of the railway, and of an inclination not steeper than one in twenty-five on the other, so far as the alteration will extend. The bridge for carrying the railway over the said road shall be so constructed as to leave thereunder a clear span of not less than thirty feet, and a clear headway from the surface of the road not less than sixteen feet for the whole of the said span of thirty feet.

(C.) The footpath running through the property numbered on the deposited plans twenty-eight, in the parish of Harrow-on-the-Hill, and crossed by the line of the railway, shall be maintained and kept in its present line and direction (except that for so long as may be reasonably necessary during the construction of the railway a temporary footpath may be constructed instead thereof), and shall be carried under the railway by a tunnel with a headway throughout of not less than eight feet, and a clear width throughout of not less than five feet.

(D.) Notwithstanding anything in the deposited sections, the road numbered on the deposited plans thirty-four, in the parish of Harrow-on-the-Hill, shall not be lowered more than three feet, and the said road shall only be altered so as to leave it level on one side, and of an inclination not steeper than one in twenty on the other, so far as the alteration will extend. The bridge for carrying the railway over the said road shall be an iron girder bridge constructed so as to leave thereunder a clear span of thirty-five feet, and a clear headway above the surface of the road not less than sixteen feet for the full span of thirty-five feet.

(E.) The footpath running through the property numbered on the deposited plans forty-six, in the parish of Harrow-on-the Hill, shall be maintained in its present line and direction, and shall be carried under the railway by a tunnel with a clear headway of not less than eight feet throughout, and a clear width of not less than five feet throughout.

(F.) The footpath running through the properties numbered on the deposited plans fifty-two and fifty-four shall be either carried over the railway by means of a footbridge, or carried under the railway by means of a tunnel. If a

A.D. 1874

footbridge be constructed it shall be of not less width than five feet throughout, with approaches by means of steps. If a tunnel be constructed it shall be maintained with a clear headway of not less than eight feet throughout, and a clear width of not less than five feet throughout.

(G.) Notwithstanding anything shown on the deposited plans, the diversion of the road numbered on those plans fifty-five, in the parish of Harrow-on-the-Hill, shall commence at the point in the said road at which it is shown on the said plans to be intersected by the lower or northernmost limit of deviation. The point at which the said road when diverted shall join the road numbered on the said plan fifty-seven, in the said parish, shall be some point not more than fifty-feet northward from the road numbered on the said plans fifty-eight, in the said parish, measuring between the centre of that road and of the new road respectively. The new or substituted road shall be constructed in all respects to the reasonable satisfaction of the surveyor of the board, and shall be not less than thirty feet in width throughout.

(H.) Notwithstanding anything in this section above contained, the two Companies may, as regards that part of any footpath above referred to which will be between the fences of the railway, carry the same across the railway at right angles to the line thereof.

(I.) Save in so far as the same are varied or modified by this section, the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the crossing of roads or other interference therewith, shall apply in the case of every road and footpath mentioned in this section.

For protection of the trustees of the will of Henry Young.

**8.** For the protection of Maria Young, Charles Waring Young, and Francis Young, and the trustees or trustee for the time being of the will of Henry Young, deceased (herein-after called the trustees), being or claiming to be the owners of certain lands in the parish of Harrow-on-the-Hill, parts of which may be taken by the two Companies under the powers of this Act, the following provisions shall have effect and be observed and performed by the two Companies; that is to say,

(A.) For the purpose of affording means of communication under the railway the two Companies shall construct two bridges, each with a clear span of not less than thirty feet, and a clear headway of not less than sixteen feet in height; one

of such bridges to be situate between the points shown on the deposited plans as one mile and five furlongs from the commencement of the railway and the point shown in the said plans as one mile and seven furlongs from the commencement thereof, and the other of such bridges to be situate between the point shown on the deposited plans as one mile and seven furlongs from the commencement of the railway and the point shown on the said plans as two miles and one furlong from the commencement thereof, and the points at which such bridges shall be placed shall be selected by the trustees or their surveyor within four months after the passing of this Act; and the bridges to be made by the two Companies under this provision, and the roadways under them, shall be effectually drained.

(B.) The railway shall not be opened for traffic until the works herein-before specified shall have been constructed to the reasonable satisfaction of the trustees or their surveyor.

For protection of the trustees of the marriage settlement of Mr. and Mrs. Nicol.

**9.** Whereas the railway authorised by this Act is intended to be made through certain lands, in the parish of Willesden, belonging or reputed to belong to the trustees under an indenture dated the eighteenth day of November one thousand eight hundred and seventy-three, being a settlement made on the marriage of William Edward Nicol and Catherine Nicol Lewis Prout: Therefore, for the protection of the said trustees and the owners or owner for the time being of such lands (all of whom are in this section included in the word "trustees"), the following provisions shall have effect and be observed and performed by the two Companies; that is to say,

(1.) The two Companies shall not (otherwise than by agreement) enter upon, take, use, or interfere with any land belonging to the trustees, except such land as shall be particularly specified and described by a notice in writing to be delivered within one year from the passing of this Act to the trustees by the two Companies, or by the joint committee constituted by this Act.

(2.) Unless an agreement as to the purchase and compensation moneys to be paid for land belonging to the trustees which may be taken by the two Companies under the powers of this Act, and for severance of and for residential injury (if any) to the lands and property of the trustees, shall be made between the two Companies and the trustees within fifteen months from the passing of this Act, or three months from delivery of such notice as herein-before mentioned, whichever shall first arrive, the amount to be so

A.D. 1874.

paid shall be determined by the sole arbitration of Mr. George Prickett, of Number 62, Chancery Lane, land surveyor, or if he shall be dead or decline to act, then such amount shall be determined, at the option of the trustees, by arbitration or by a jury according to the provisions relating thereto respectively contained in the Lands Clauses Consolidation Acts, 1845 and 1869; and the two Companies shall pay the amount which shall be awarded or determined by arbitration or by a jury, as the case may be, within one month from the date of such award or determination, together with all costs of and incidental to the inquiry or consequent thereon; and in such arbitration or determination no deduction shall be made by reason of the works to be made by the two Companies as by this section provided, but no claim shall be made for injury by severance obviated by such works.

(3.) In addition to the purchase and compensation moneys to be paid as aforesaid, the two Companies shall pay to all the tenants of the said lands such compensation as they may be entitled to.

(4.) The two Companies shall not enter into possession of or interfere with any of the lands of the trustees until the purchase and compensation moneys in respect thereof shall have been paid in full.

(5.) The two Companies shall erect and permanently keep open a passenger station at some point between the terminus of railway No. 3 authorised by the Metropolitan and Saint John's Wood Railway Act, 1873, and the crossing by such railway No. 3 of the Midland and South-western Junction Railway, and shall make approaches thereto to the reasonable satisfaction of an engineer or surveyor to be appointed by the trustees, and the two Companies shall not open the railway or any part thereof until the said station and approaches shall have been completed: Provided always, that not more than one station shall be required to be constructed under this provision and the agreements scheduled to and confirmed by the Metropolitan and Saint John's Wood Railway Act, 1873.

(6.) The two Companies shall convert the road referred to as the road numbered sixty-one, Willesden, in the agreements scheduled to the said Act of 1873, into a good metalled road, with inclinations not steeper than one in thirty throughout the distances between the limits of deviation

shown on the deposited plans, and throughout the further distance which such road shall pass through the additional lands of the trustees which may be purchased by the two Companies under the powers of this section, and shall throughout such distances make the said road sixty-one, and the bridge and approaches carrying the same over the railway not less than thirty, feet wide; and if the railway authorised by this Act crosses or interferes with the road in the said scheduled agreements of 1873 referred to as the road numbered seventy-five, Willesden, the Company shall convert such road numbered seventy-five into a good metalled road, with inclinations not steeper than one in thirty throughout the distance between the said limits of deviation, and throughout the further distance which such last-mentioned road shall pass through the additional lands of the trustees which may be purchased by the two Companies under the powers of this section, and shall throughout those distances make the said road seventy-five, and the bridge and approaches carrying the same over the railway not less than twenty-five, feet wide.

(7.) The two Companies may purchase, and the trustees, if required by the two Companies, shall sell, all the estate and interest of the trustees in the lands subject to the said settlement which are situate to the south-west of the south-westerly limit of deviation of the railway authorised by this Act, and are coloured pink in the plan annexed to a certain agreement dated the 28th day of May 1874, and made between the two Companies and the trustees by their agents, and also the lands which are situate between the north-eastern limit of deviation of the said railway and the land authorised to be taken by the said Act of 1873, and are coloured blue on the plan last mentioned: Provided, that the two Companies shall not under this provision have power to purchase any part of the said lands mentioned in this section unless they purchase the whole of such lands.

(8.) The agreements scheduled to the Metropolitan and Saint John's Railway Act, 1873, shall not be in any way altered or affected by this Act, except so far as sub-section 5 of this section relieves the Metropolitan and Saint John's Wood Railway Company from any obligation under the said agreements to construct and keep open a second station if and when a station shall have been constructed, and shall be kept open pursuant to this Act.

A.D. 1874.

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

**10.** In constructing the railway the two Companies shall conform to the following conditions:

(1.) The railway shall be carried over the London and North-western Railway and its lands adjoining thereto by means of a girder bridge having a centre opening of not less than forty-eight feet clear, measured on the square, with a clear headway of fifteen feet throughout, and with an archway on each side thereof having an opening not less than fifteen feet clear, measured on the square, each of such archways having a clear headway of not less than fifteen feet, measured from the surface of the rails to the highest point of the soffit of the arch; and the said bridge and archways shall be constructed according to plans and specifications to be reasonably approved by and under the superintendence and to the satisfaction of the principal engineer of the London and North-western Railway Company, and in all things at the expense of the two Companies. The railway and works shall be so carried over and executed by and in such means and manner only as not to interfere with the free, uninterrupted, and safe user of the railway of that Company or the working of the traffic thereon.

(2.) The two Companies shall at all times maintain the bridge, arches, and other works for such crossing in substantial repair and good order to the reasonable satisfaction in all respects of such principal engineer, and if and whenever the two Companies fail so to do, the London and North-western Railway Company may make or do, in and upon as well the lands of the two Companies respectively as their own lands, all such works and things as that Company may reasonably think requisite in that behalf, and the sum certified by such engineer to be the reasonable amount of such expenditure shall be repaid to that Company by the two Companies, and in default of payment may be recovered from the two Companies with full costs in any court of competent jurisdiction.

(3.) The two Companies shall not, without in every case obtaining the previous consent of the London and North-western Railway Company under their common seal, take, use, or interfere with any of the lands or property from time to time belonging to or in the possession or under the power of that Company, except only such part or parts thereof as shall be necessary for the two Companies to take, use, or interfere with for making and maintaining the works by

which the railway is, according to this enactment, to be carried over the railway of that Company and its land adjoining thereto.

(4.) The two Companies shall not purchase and take any lands and property of the London and North-western Railway Company, but they may purchase and take, and that Company may and shall sell and grant accordingly, an easement or right of using such lands and property for the purposes for which, but for this enactment, the two Companies might purchase and take the same.

(5.) The two Companies shall bear, and on demand pay to the London and North-western Railway Company, all reasonable expenses of the employment by them during the construction of the works for such proposed crossing, of a sufficient number of inspectors and watchmen to be appointed by that Company for watching their works and property with reference to and during the execution of such works of the two Companies, and for preventing as far as may be all interference, danger, and accident from any of the operations, or from the acts or defaults of the two Companies or of their contractors, or any persons in the employment of the two Companies or of their contractors, with reference thereto or otherwise, and also of the alteration and maintenance, from time to time, by that Company of any signals which they may find necessary to make owing to such crossing.

(6.) If by reason of the execution of any of the works, or any proceedings of the two Companies, or the failure of any such works, or any act or omission of the two Companies or of their contractors, or of any persons in the employ of the two Companies or of their contractors, or otherwise, any of the works or property of the London and North-western Railway Company, or any passenger or other traffic on their railway, shall be injured or damaged, such injury or damage shall forthwith be made good by the two Companies at their own expense, or in the event of their failing so to do, then that Company may make good the same and recover the expense thereof with full costs from the two Companies in any court of competent jurisdiction; and if any interruption shall be occasioned to such traffic by reason of any of the matters or causes aforesaid the two Companies shall, on demand, pay to that Company all costs and expenses to which they may be put, as well as

A.D. 1874.

full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs and expenses and compensation to be recoverable as last aforesaid, with full costs, by that Company from the two Companies.

(7.) Nothing in this Act contained shall prejudice, take away, diminish, or interfere with any of the property, rights, interests, powers, and privileges of the London and North-western Railway Company otherwise than is herein expressly provided.

Land for extraordinary purposes.

**11.** The quantity of land to be taken by the two Companies by agreement under the powers of this Act for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed three acres.

Saving the rights of the Regent's Canal Company.

**12.** Whereas the railway by this Act authorised is intended to be carried over certain lands situate in the parish of Willesden, in the county of Middlesex, used as a feeder from a reservoir for the Regent's Canal, belonging to the company of proprietors of the Regent's Canal (herein-after called "the Regent's Canal Company"), and it is expedient to make provisions in respect thereof: Therefore, 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 Company; and the two Companies 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 feeder or watercourses, or the banks or boundaries thereof, or obstruct the present means of access thereto, or divert, intercept, cut off, take, use, or lessen any of the waters flowing in or by means of the feeder or watercourses, or which the Regent's Canal Company are authorised to take for the supply to or use of the feeder or reservoir and the Regent's Canal, or damage, injure, or interfere with any of the works of the feeder or watercourses, or take or use (except for the limited purposes herein-after mentioned) any part of the feeder or watercourses, or of the beds, banks, or works connected with the feeder or watercourses, or any land belonging to the Regent's Canal Company, or in which they may be interested; and the two Companies shall not, without such consent as aforesaid, make any deviation from the level of the railway as delineated on the deposited plans and sections thereof so as to lower such level where it crosses the feeder; and nothing herein contained shall compel the Regent's Canal Company to

convey or assign to the two Companies the fee simple or other interest in the land 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 two Companies and their successors for ever hereafter to construct and maintain the railway and works hereby authorised, and to have, use, and possess such way and passage for the railway and works by means of a bridge over the feeder as are hereby provided for, together with all rights and easements necessary to the due use and enjoyment of the same.

Bridge over the Brent feeder and other works to be constructed by the two Companies.

**13.** For the purpose of carrying the railway over the feeder the two Companies shall construct and maintain a bridge of brick, stone, or iron over the feeder of not less than ten feet span, measured at right angles to the face of the abutments thereof, and no part of the soffit or underside of the bridge shall be less than six feet clear above the bed of the feeder; and the two Companies shall make the channel of the feeder under the bridge, and for a length of not less than fifty feet on each side of the bridge, of a uniform width of ten 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, and shall wall the same with brick or stone on both sides and for the full length of such deepening, and shall remove all the earth to be excavated in making such enlargement from the land and premises of the Regent's Canal Company; and the two Companies shall construct and maintain across the railway, at a point to be approved of by the Regent's Canal Company's engineer, a level crossing for foot and carriage traffic.

The two Companies to construct and keep in repair the bridge and works.

**14.** The bridge and all the works connected therewith shall be made and for ever maintained by the two Companies 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, the water passing by means thereof respectively, and the works connected therewith, and for preserving a free and uninterrupted access to the feeder, the bridge, walls, and level crossing, and all the works connected therewith respectively, and all repairs to the bridge 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 approval 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

A.D. 1874.

superintendence and to his satisfaction; and if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the feeder or watercourses or the works thereof, the two Companies shall, under the superintendence and to the 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 bridge, walls, and level crossing, 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 feeder occurs, and notice in writing thereof is given by or on behalf of the Regent's Canal Company to the two Companies, or the joint committee, or their secretary or other officer, and the two Companies 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 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 two Companies shall from time to time pay 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 superintendence.

The bridge, walls, and works to be completed within twelve months.

**15.** The bridge, walls, enlargement of feeder, and level crossing, 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 the two Companies 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 thereof are 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 two Companies, or of their agents, servants, or

workmen, any water in the feeder or watercourses leaks, escapes, or runs to waste from the feeder or watercourses, the two Companies 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 feeder or watercourses shall be in any way obstructed or interfered with, or if the access to the feeder is so obstructed as to prevent the Regent's Canal Company, or any of their servants or workmen, from passing uninterruptedly to and from and along the banks thereof, the two Companies shall pay to the Regent's Canal Company forty 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 two Companies, or the joint committee, or their secretary or other 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 two Companies, or any of their agents, servants, or workmen, the two Companies shall pay to the Regent's Canal Company sixty shillings, as and for liquidated damages, for every hour during which the obstruction continues.

Regent's Canal Company and others not to be precluded from recovering special damages.

**16.** Nothing herein contained shall prevent the Regent's Canal Company or any person from recovering from the two Companies, in addition to the liquidated damages, the amount of any special damage sustained by them or him, or that they or he may be liable to pay for or on account or by reason of the acts, neglects, or defaults of the two Companies, or by reason of the leakage, escape, or running to waste of any water from the feeder 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 railway, or of any of the herein-before mentioned works respectively; and the Regent's Canal Company, and any or every such person, may sue for and recover the special damage in any court of competent jurisdiction.

Powers for compulsory purchases limited.

**17.** The powers of the two Companies 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.

Power to take easements by agreement.

**18.** Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, if they think

A.D. 1874.

fit, subject to the provisions of that Act, and of "The Lands Clauses Consolidation Acts Amendments Act, 1860," and of this Act, grant to the two Companies any easement, right, or privilege 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 rent-charges, 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.

Penalty imposed unless line opened within the time limited.

**19.** If the two Companies fail within the period limited by this Act to complete the railway, they shall be jointly and severally liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited, until the railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in England in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Companies were prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

**20.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the two Companies by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed

in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, 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 of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom: Provided that if either of the said Companies become insolvent and be ordered to be wound up, or if a receiver has been appointed in respect of such Company, then the portion of such penalty recovered from such Company as aforesaid shall, wholly or in part (in the discretion of the court), be paid or transferred to such receiver, or to the liquidator or liquidators of such Company, or be otherwise applied as part of the assets of such Company, for the benefit of the creditors thereof.

Period for completion of works.

**21.** 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 two Companies for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Tolls for passengers and animals.

**22.** The two Companies may demand and take in respect of the use of the railway any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed on the railway:

For every person conveyed in or upon any carriage, the sum of twopence per mile; and if conveyed in or upon any carriage belonging to either of the two Companies, an additional sum of one penny per mile:

For every horse, mule, or other beast of draught or burden, threepence per mile; and if conveyed in or upon any carriage belonging to either of the two Companies, an additional sum of one penny mile:

For every ox, cow, bull, or head of neat cattle, the sum of twopence per head per mile; and if conveyed in carriages belonging to either of the two Companies, an additional sum of one penny per mile:

A.D. 1874.

For every calf, sheep, pig, lamb, and other small animal, one penny each per mile; and if conveyed in carriages belonging to either of the two Companies, an additional sum of one halfpenny per mile.

Tolls for goods.

In respect of goods conveyed on the railway:

For all coals, slack, coke, culm, charcoal, cannel, limestone, chalk, lime, salt, sand, fire-clay, cinders, ashes, dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding one penny; and if conveyed in carriages belonging to either of the two Companies, an additional sum per ton per mile not exceeding one penny:

For all ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, bricks, slag, and stone, stone 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 not exceeding twopence; and if conveyed in a carriage belonging to either of the two Companies, an additional sum per ton per mile not exceeding one halfpenny:

For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, iron hurdles, and for light iron castings, per ton per mile not exceeding twopence; and if conveyed in carriages belonging to either of the two Companies, an additional sum per ton per mile not exceeding one penny:

For cotton and other wools, drugs, rags, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile not exceeding threepence; and if conveyed in carriages belonging to either of the two Companies, an additional sum per ton per mile not exceeding one penny:

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 either of the two Companies, not exceeding sixpence per mile, and one penny halfpenny per mile for every additional quarter of a ton which any such carriage may weigh.

Tolls for propelling power.

**23.** The toll which the two Companies 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.

Regulations as to tolls.

The following provisions and regulations shall apply to the fixing of all tolls and charges under this Act; (that is to say,)

For all passengers, animals, or goods conveyed on the railway for a less distance than three miles the two Companies may demand tolls and charges as for three miles:

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the two Companies may demand tolls and charges for passengers as for one mile, and for 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:

For a fraction of a ton the two Companies may demand tolls according to the numbers of the 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:

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois 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.

Tolls for small parcels and single articles of great weight.

**24.** With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the rates prescribed by this Act, the two Companies may demand and take any tolls not exceeding the following; (that is to say,)

For the carriage of small parcels on the railway as follows:

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 but not exceeding twenty-eight pounds in weight, sevenpence:

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

For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the two Companies may demand any sum which they think fit:

A.D. 1874.

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

For the carriage of single articles of great weight:

For the carriage of any iron boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the two Companies may demand any such sum as they think fit, not exceeding sixpence per ton per mile:

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the two Companies may demand such sum as they think fit.

Maximum rates for passengers.

**25.** The maximum rates of charge to be made by the two Companies 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, the sum of threepence per mile:

For every passenger conveyed in a second-class carriage, the sum of twopence per mile:

For every passenger conveyed in a third-class carriage, the sum of one penny per mile.

Maximum rates for animals and goods.

**26.** The maximum rate of charge to be made by the two Companies for the conveyance of animals and goods on the railway, including the tolls for the use of the railway, and for waggons or trucks or locomotive power, and every other expense incidental 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 either of the two Companies), shall not exceed the following sums; (that is to say,)

For every horse, mule, or other beast of draught or burden, fourpence per mile;

For cattle, threepence per head per mile;

For calves, pigs, sheep, and small animals, one penny per head per mile;

For all coal, coke, and other articles herein-before classed therewith, one penny halfpenny per ton per mile;

For all iron and other articles herein-before classed therewith, threepence per ton per mile;

For all sugar, grain, and other articles herein-before classed therewith, threepence halfpenny per ton per mile;

For all cotton and other articles herein-before classed therewith, fourpence per ton per mile;

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, per mile sixpence, and one penny halfpenny for every additional quarter of a ton weight which such carriage may weigh.

Passengers' luggage.

**27.** 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.

Terminal stations.

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

Foregoing charges not to apply to special trains.

**29.** 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 two Companies 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 two Companies for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

**30.** Nothing in this Act shall prevent the two Companies 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 by reason of any special service performed by either of the two Companies in relation thereto, or in respect to the conveyance of animals or goods (other than parcels) by passenger train.

Providing for appointment of joint committee.

**31.** All the powers herein-before vested in the two Companies for the construction of the railway, and for the entering upon and taking of lands for the purposes thereof, and all the powers conferred on or vested in the two Companies jointly, with respect to

A.D. 1874.

the maintenance and management of the joint undertaking, and the levying of tolls and charges in respect of the use thereof, shall be vested in a joint committee, to be called the "Kingsbury and Harrow Railway Joint Committee."

Constitution of joint committee.

**32.** Within one month after the passing of this Act the directors of the Metropolitan Railway Company shall nominate and appoint, in writing under the hand of their chairman or secretary, three persons, and the directors of the Saint John's Wood Company shall within the same period in like manner nominate and appoint three persons, and such six persons shall form the joint committee, and the said members shall remain in office one year, and their places shall be filled, or they may be re-appointed by the same means by which the original appointments were made, and all the powers vested in them by this Act may be exercised by them in the name of the committee; and the expression "the Promoters of the Undertaking" in "The Lands Clauses Consolidation Act, 1845," and the expression "the Company" in "The Railways Clauses Consolidation Act, 1845," shall for the purposes of the joint undertaking mean and apply to the committee.

As to vacancies in committee.

**33.** The two Companies may from time to time in like manner at their pleasure remove the members of the committee so nominated by them respectively, and may in like manner respectively fill up the vacancies occurring among such members by removal, death, or resignation, and no act done by the committee shall be invalidated because of any alleged or real want of authority on the part of the said chairman or secretary to sign such appointment.

Meetings of committee.

**34.** The committee shall hold its meetings at such place as it may from time to time determine upon, and four shall be a quorum thereof, and the chairman of each meeting shall be elected alternately from the members representing each of the said Companies if any such member be present at the commencement of such meeting, and unless otherwise unanimously agreed on at any such meeting; and (subject to the next following enactment) the proceedings of the committee shall be determined by a majority of the persons present, the chairman having only his original vote and not a casting vote.

As to settlement of disputes.

**35.** The committee shall at their first meeting in every year appoint some person as arbitrator for the then ensuing year, and if any question shall at any time arise in the committee concerning which question the member or all the members present representing the one Company differ from the member or all the members present representing the other Company, or concerning which question the

members present are equally divided, the matter in difference shall, if so desired by the member or members present representing either Company, be from time to time referred to the said arbitrator, or in default of the appointment of such arbitrator by the committee, then to an arbitrator to be nominated by the Board of Trade on the application of either of the Companies, and the arbitrator may, on application made to him by the members of the committee representing either of the said Companies, attend at any meeting of the committee and summarily decide any such matter of difference, and every award or decision of such arbitrator shall be final with respect to the matters submitted to him, and the said committee, or the Board of Trade, as the case may be, may fix the remuneration to be paid to such arbitrator: Provided always, that if any matter which may have been referred to the arbitrator shall be left undecided by him at the expiration of his year of office, the same matter shall be decided by the said arbitrator, and his decision shall be binding, although he may no longer fill the said office.

Standing arbitrator.

**36.** The committee shall have the direction of the joint undertaking, and they may appoint, remunerate, and at their pleasure remove such officers, clerks, and servants as they may deem needful for the purposes thereof, and they shall cause proper books of account to be kept, containing accurate statements of the receipts and expenditure touching the joint undertaking and connected with the traffic thereon, as well as books in which shall be entered the minutes of all proceedings at every meeting of such committee.

Functions of committee.

**37.** The committee shall receive all the tolls, rents, rates, and charges, and all other the revenue arising out of the joint undertaking or connected therewith, and shall devote the same in the first instance to paying the salaries, charges, and expenses incident to the working, control, management, maintenance, and repair thereof, and the balance of net revenue remaining in the hands of the committee at the end of every half year, after making such payments as aforesaid, shall be handed by them to the two Companies in equal proportions: Provided that such committee may account to the said Companies, either monthly or quarterly, for all balances of net profits.

As to disposal of revenue.

**38.** In order to provide funds for the purchase of lands and the construction of the railway, and for carrying on the business of the committee until adequate revenue shall be derived from the joint undertaking, be it enacted as follows:

As to funds for construction, &c.

The committee shall from time to time, in a minute, estimate the amount of moneys required by them for the above purposes,

A.D. 1874.

and shall fix the times at which such moneys are to be paid to their bankers or treasurer; and copies of every such minute, signed by the chairman of the meeting at which such minute was made, and by the clerk of the committee, or by the arbitrator and clerk, shall be sent with all convenient despatch to the secretaries of the two Companies, respectively addressed to the principal offices of the same Companies.

The two Companies shall, at the time so fixed in the minute, pay in equal moieties to the bankers or treasurer of the committee the amount specified in the minute, and such moieties shall be deemed debts due from the Companies respectively to the committee from the day fixed for the payment thereof until the same shall be discharged.

If either of the Companies shall make default in such payment the same Company shall be charged by the committee and shall pay to the committee interest at the rate of five per centum per annum upon the amount due from the same Company, to be calculated from the day fixed for the payment until the day when the same is paid.

The Company by whom the said payment has been duly made may recover from the company in default the moneys so due by action of debt in any court of competent jurisdiction; and it shall be sufficient in any such action to produce the minute book containing the estimate on which the claim is founded, and to prove that a copy of the said minute, duly authenticated, was sent to the secretary, addressed at the principal office of the Company in default, and that the sum mentioned in the said minute has not been paid.

As to expenses of managing railway.

**39.** If the revenue coming to the hands of the committee shall be insufficient for the purpose of defraying the salaries, charges, and expenses incident to the working, control, management, maintenance, and repair of the joint undertaking, each of the two Companies shall from time to time, upon demand thereof by the committee, pay to the committee in equal proportions the amount declared by them to be required for the purpose aforesaid, whether in anticipation of future payments or in liquidation of payments already made, and the amounts so due may be recovered from either of the said Companies, if unpaid for fourteen days after demand thereof in writing, either by action of debt or by distress of any chattels on the joint undertaking belonging to such Company; and for the purpose of recovering any such sum the secretary for the time being of the committee may sue in his own name on behalf of the committee, or the Company by whom the payment has been

A.D. 1874.

duly made may sue in its own name; and it shall be sufficient to aver that the sum claimed has been declared by the committee or the arbitrator to be due from the Company sued, and the production of the minute books of the committee containing such declaration shall be sufficient evidence of the averment.

Actions, &c. with respect to railway.

**40.** All actions, suits, indictments, and other proceedings at law or in equity which might have been brought and prosecuted by or against either of the Companies, if that Company had been solely authorised to exercise the powers of this Act, may as regards any act or default of the committee in relation to the joint undertaking, or any part thereof, or the execution of this Act, be brought and prosecuted by or against the committee; and any summons, demand, writ, notice, or other proceeding at law or in equity, or otherwise relating in any manner to the joint undertaking, or to any act or default of the committee, shall, if served on the secretary or any member of the committee, or if left at or transmitted by post to the principal office of the committee or of either of the two Companies, be valid and effectual.

Extending certain provisions of 8 & 9 Vict. c. 16.

**41.** The following sections of "The Companies Clauses Consolidation Act, 1845," shall be incorporated with and form part of this Act, and the expression "the directors" in the said sections mentioned shall in this Act mean the said committee, and the expression "the Company" in the hundredth section shall mean the two Companies, or either of them:

Section 97, with respect to the making of contracts;

Section 98, with respect to the entry of proceedings;

Section 99, with respect to informalities in appointment of directors;

Section 100, with respect to the personal liability of directors;

Sections 109 to 114, with respect to the accountability of officers of the Company;

Sections 142 to 160, with respect to the recovery of damages not specially provided for, and penalties; and

Sections 116 and 162, with respect to access to the special Act:

Provided always, that any contract which according to the said ninety-seventh section ought to be made under seal shall be valid and effectual if made in the name of the committee under the hands and seals of the chairman of the meeting of the committee when such contract was signed and two other members of the committee present at such meeting.

A.D. 1874.

Two Companies to have equal rights in respect of joint undertaking.

**42.** The two Companies shall have equal rights each with the other in all respects as to working over and using, and may work over and use, the joint undertaking, and the works, stations, and conveniences thereof, upon the payment of such tolls and other charges as shall be from time to time fixed by the joint committee.

Joint committee to fix tolls.

**43.** The tolls, rates, and charges to be demanded and taken in respect of the use of the joint undertaking shall from time to time be fixed by the joint committee.

Power to purchase lands at Willesden.

**44.** Subject to the provisions of this Act, the two Companies may enter upon and take for providing increased accommodation in connexion with their authorised undertakings certain lands, houses, and hereditaments in the parish of Willesden and county of Middlesex shown on the deposited plans adjoining railway number 3 authorised by the "Metropolitan and Saint John's Wood Railway Act, 1873:" Provided that, if the two Companies shall so agree, either of the said Companies may enter upon and take all or any part of the said lands to the exclusion of the other of the said two Companies: Provided also, that the two Companies, or either of them, shall not enter upon, take, or use, otherwise than by agreement, any of the said lands, houses, and hereditaments of which the Ecclesiastical Commissioners for England are owners.

Metropolitan Railway Company may apply their funds and may raise additional capital.

**45.** It shall be lawful for the Metropolitan Railway Company to apply towards the purposes of this Act any of the moneys which they are already authorised to raise, and which may not be required by them for the purposes for which the same were authorised to be raised, and the same Company may for the purposes of this Act from time to time raise, in addition to the sums of money which they are already authorised to raise, any further capital, not exceeding in the whole seventy-five thousand pounds, by the creation and issue, at their option, of new ordinary shares or stock, or new preference shares or stock, or wholly or partly by any one or more of those modes respectively, which shares or stock shall form part of the general capital of the Company.

Power to Metropolitan Company to borrow.

**46.** The Metropolitan Railway Company may from time to time borrow on mortgage, in respect of the capital by this Act authorised to be raised, any sums not exceeding in the whole twenty-five thousand pounds; but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the said Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Con-

solidation Act, 1845," before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said capital as is to be raised by means of stock is fully paid up, and the said Company have proved to such justice as aforesaid that such shares or stock, as the case may be, were issued and accepted, and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if the said capital is raised by shares, that such persons or corporations, or 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.

Existing mortgages of Metropolitan Company to have priority.

**47.** All mortgages granted by the Metropolitan Railway Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall during the continuance of such mortgages have priority over any mortgage granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Metropolitan Company may create debenture stock.

**48.** The Metropolitan Railway 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 at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

New capital may be comprised in scheme for consolidation of stocks.

**49.** Any capital which the Metropolitan Railway Company may have power to create in shares or stock by virtue of this Act, and to which the Company attach a preferential dividend, may be comprised in any scheme for the consolidation of stock approved by that Company in the manner provided in "The Metropolitan Railway Act, 1873."

Saint John's Wood Company may apply capital;

**50.** The Saint John's Wood Company may apply towards the purposes of this Act any of the moneys which they are already

A.D. 1874.

authorised to raise, and which may not be required by them for the purposes for which the same were authorised to be raised.

and may raise additional capital.

**51.** The Saint John's Wood Company may from time to time raise, in addition to the sums of money which they are already authorised to raise, any further capital, not exceeding in the whole seventy-five thousand pounds, by the creation of new shares or stock in their undertaking, which shares or stock shall form part of the general capital of that Company, and may be issued at such price as may be determined on by three fifths at least of the votes of shareholders present in person or by proxy at any extraordinary general meeting of that Company convened with due notice of the object.

Privileges may be attached to new shares or stock of Saint John's Wood Company.

**52.** The Saint John's Wood Company may, with the consent of three fifths at least of the votes of their shareholders present in person or by proxy at any extraordinary meeting convened with due notice of the object, attach to all or any of the shares or stock to be created under the powers of this Act a preferential dividend, and may also attach to the said shares or stock 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 or stock; and for the purpose of redeeming the same or any part thereof the Saint John's Wood Company may create and issue from time to time fresh shares or stock with or without any special advantages.

Power to Saint John's Wood Company to borrow.

**53.** The Saint John's Wood Company may, in respect of the additional capital of seventy-five thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole twenty-five thousand pounds; but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the said 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 capital has been issued and accepted, and that one half of such capital have been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid,

before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if the said capital is raised by shares, that such persons or corporations, or 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 certificate shall be sufficient evidence thereof.

Shares not to vest until one fifth part paid up.

**54.** Neither of the two Companies shall issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

As to the votes of proprietors of such shares or stock.

**55.** The proprietors of any shares or stock 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 or stock would have entitled them to if the same had been original shares or stock of the Company by whom the same shares or stock are issued.

Receipt clause in case of persons not sui juris.

**56.** If any money is payable to a holder of shares or stock in either of the two Companies being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the same Company.

Priority of principal moneys secured by existing mortgages of Saint John's Wood Company.

**57.** The principal money secured by all mortgages granted by the Saint John's Wood Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by them by virtue of this Act.

Application of moneys.

**58.** All moneys raised by the two Companies under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied to the purposes of this Act only and to the general purposes of their respective undertakings.

Agreements with London and Aylesbury Railway Company.

**59.** Subject to the provisions of Part III. of "The Railways Clauses Act, 1863," as amended or varied by "The Regulation of Railways Act, 1873," the two Companies on the one hand, and the London and Aylesbury Railway Company on the other hand, may

A.D. 1874.

from time to time enter into and carry into effect agreements with respect to the following matters:

The working, use, management, and maintenance of the railway;

The supply of rolling stock and machinery, and of officers and servants for the conduct of the traffic of the railway;

The payments to be made and the conditions to be performed with respect to such working, use, management, and maintenance;

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the respective undertakings of the contracting Companies; and

The fixing, collecting, and apportionment of the tolls, rates, and receipts arising from such traffic.

Powers of two Companies may be vested in Metropolitan Company.

**60.** If at any time within three months after the passing of this Act the Saint John's Wood Company shall give to the Metropolitan Railway Company notice in writing of their desire that the Metropolitan Railway Company should execute solely the powers of this Act, and that the Saint John's Wood Company should be relieved from all duties and responsibilities in respect thereof, then all the powers, rights, and privileges, duties, and responsibilities hereby conferred or imposed on the two Companies jointly, or on the joint committee, shall from and after the receipt of such notice be vested in and be exercised and assumed by the Metropolitan Railway Company alone as though they had alone been named in this Act; and from and after the receipt of such notice all the rights, powers, and privileges, liabilities, and penalties hereby conferred or imposed on the Saint John's Wood Company, or upon any members of the joint committee to be named by them under the powers of this Act, shall with respect to the Saint John's Wood Company and the said members of the joint committee cease and determine: Provided that within one month after the receipt of any such notice a copy thereof shall be published by advertisement once in the London Gazette, and once in each of two successive weeks in a London daily newspaper, and the advertisement shall state that the powers by this Act conferred on the two Companies have become vested in the Metropolitan Railway Company alone.

Interest not to be paid on calls paid up.

**61.** Neither of the two Companies shall, out of any money by this Act authorised to be raised, pay interest or dividend 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 either 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."

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

**62.** Neither Company shall, 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 either Company to construct any other railway or to execute any other work or undertaking.

Railway not exempt from provisions of present and future general Acts.

**63.** Nothing in this Act contained shall exempt the railway or the two Companies 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.

Expenses of Act.

**64.** 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 two Companies equally.

LONDON: Printed by George Edward Eyre and William Spottiswoode, Printers to the Queen's most Excellent Majesty. 1874.