CHAPTER ccxlvii.

An Act to enable the Metropolitan and Saint John's Wood Railway Company to construct railways to join the Hampstead Junction Railway and the Midland Railway, with a branch to Willesden, and to confer certain other powers upon the Company and upon the London and North-western, the Midland, and the Metropolitan Railway Companies; and for other purposes. [5th August 1873.] A.D. 1873.

WHEREAS it is expedient that the Metropolitan and Saint John's Wood Railway Company (herein-after called the Company) should be authorised to construct railways to join the Hampstead Junction Railway and the Midland Railway, with a branch to Willesden, and to widen their present railway, and that other powers should be conferred on the Company:

And whereas the Metropolitan and Saint John's Wood Railway is now worked by the Metropolitan Railway Company (herein-after called the Metropolitan Company), under agreements bearing date respectively the thirtieth day of December one thousand eight hundred and sixty-four, and the twenty-third day of May one thousand eight hundred and sixty-six:

And whereas it is expedient that the Company and the Metropolitan Company should have power to amalgamate their undertakings:

And whereas the Metropolitan and Saint John's Wood Railway was originally intended for carrying passengers only, and the Company accordingly inserted a provision in "The Metropolitan and Saint John's Wood Railway Act, 1864," (section 88) forbidding them to carry heavy goods on the railway, but the Company are now desirous and it is expedient in the interest of the public that such restriction should be modified:

And whereas it is expedient that the powers herein-after contained should be conferred upon the London and North-western Railway Company (herein-after called the North-western Company),

A.D. 1873.

the Midland Railway Company (herein-after called the Midland Company), and the Metropolitan Company, with respect to and in connexion with the Metropolitan and Saint John's Wood Railway:

And whereas plans and sections of the intended railways and works showing the line and levels thereof, together with a book of reference thereto containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands proposed to be taken for the purposes of such railways and works, and plans of other lands required for the purposes of the Company, and a book of reference to such last-mentioned plans, have been deposited with the clerk of the peace for the county of Middlesex (which are in this Act respectively referred to as the deposited plans, sections, and books of reference):

And whereas the objects aforesaid cannot be attained 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 for any purpose as "The Metropolitan and Saint John's Wood Railway Act, 1873."

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the construction of a railway) and Part III. (working agreements) of "The Railways Clauses Act, 1863," and the clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following matters; (that is to say,)

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 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 remedies of the creditors of the Company against shareholders, and

The provisions to be made for affording access to the special Act by all parties interested;

And also Parts I. and II. of "The Companies Clauses Act, 1863," relating respectively to cancellation and surrender of

shares and to additional capital, and any Acts amending the same;

are (except when expressly varied by this Act) incorporated with and form part of this Act.

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 shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the railways" means the railways and works by this Act authorised; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make railways and works and to acquire lands.

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

Railway No. 1.—A railway one mile and one and a half chains or thereabouts in length, to commence by a junction with the existing railway of the Company at a point adjoining and to the westward of the Finchley New Road about fifty yards northward of the North Star Inn, and to terminate by a junction with the Hampstead Junction Railway at or near the bridge which carries that railway over the Edgware Road:

Railway No. 2.—A railway one furlong and seven and a half chains in length, to commence from and out of the existing railway of the Company at the termination of that railway as at present constructed, such termination being at a point adjoining and to the westward of the Finchley New Road about one hundred yards northward of the North Star Inn, and to terminate by a junction with the Midland Railway at or near a point seven chains west of where that railway crosses under the said Finchley New Road:

A.D. 1873.

Railway No. 3.—A railway three miles seven furlongs and one and a half chains or thereabouts in length, to commence by a junction with the existing railway of the Company at or near a point adjoining and to the westward of the Finchley New Road about 100 yards northwards of the North Star Inn, and to terminate on the western side of a field abutting upon the River Brent on the south-easterly side thereof, and which field is distant two hundred and seventy yards or thereabouts measured along the said river in a southerly direction from the Kingsbury Bridge carrying the public road leading from Neasden to Kingsbury over the said River Brent:

The widening and enlargement of such part of the existing railway of the Company as lies within the parishes of Saint John Hampstead and Saint Marylebone.

Company empowered to underpin or otherwise strengthen houses near railway.

5. And whereas in order to avoid injury to the houses, cellars, and buildings within one hundred feet of the railways and works authorised by this Act it may be necessary to underpin or otherwise strengthen the same: Therefore it shall be lawful for the Company at their own costs and charges to underpin or otherwise strengthen any such house, cellar, or building, and notwithstanding anything contained in the 92nd section of the Lands Clauses Consolidation Act, 1845, the Company shall not be compellable to purchase the whole of any house or other building with which or with the cellars or other portions of which they may interfere: Provided that at least ten days notice shall (unless in case of emergency) be given to the owner, lessee, and occupier of the house, cellar, or building intended to be underpinned or otherwise strengthened (each such notice to be left on the premises), and that the Company shall be liable to compensate the owner, lessee, and occupier of every such house, cellar, or building for any inconvenience, loss, or damage which may result to them by reason of the exercise of the powers granted by this enactment: Provided also, that if the owner, lessee, or occupier of any such house, cellar, or building shall give, within seven days after that notice, counter notice in writing that he disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or in case of difference, to a civil engineer to be appointed at the instance of either party by the President of the Board of Trade for the time being, and such referee shall forthwith upon the application of either party proceed to inspect such house, cellar, or building, and determine the matter referred to him, and in the event of his deciding that such underpinning or strengthening is necessary, he may in his discretion prescribe the mode in which the same shall be executed,

and the Company may and shall proceed forthwith so to underpin or strengthen the said house, cellar, or building, and the cost of such referee shall be paid by the Company, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee: Provided, that nothing in this enactment contained, nor any dealing with the property in pursuance of this enactment, shall relieve the Company from the liability to compensation under the 68th section of the Lands Clauses Consolidation Act, 1845, or under any other Act: Provided also, that every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act, 1845.

Recurring injuries to be compensated.

6. Compensation for injuries occasioned to property by the Company acting under the last preceding section may be recovered from time to time as such injuries may accrue or be discovered; provided that the claim for such compensation be made within six months from such discovery.

Lands for extraordinary purposes.

7. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed three acres.

Powers for compulsory purchases limited.

8. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Time for completion of railways, &c. limited.

9. The railways shall be completed within five years from the passing of this Act, and upon the expiration of that period the powers by this Act granted to the Company for making the railways or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Construction of bridges over public streets under the jurisdiction of the Metropolitan Board of Works.

10. In the construction and maintenance of the railways and works the following provisions shall be in force and be binding upon the Company:

1. The bridge for carrying the road in the parish of St. John Hampstead, numbered 14 upon the deposited plans, over railway No. 1, and the bridge for carrying the road in the said parish, numbered 17 upon the said plans, over railway No. 3, shall each be of the clear width of forty feet between the parapets measured on the square, and with a gradient on each side of not less than 1 in 30:
2. In carrying railway No. 3 over the road in the said parish, numbered 63 on the deposited plans, there shall be a clear width between the abutments of forty-six feet measured on the square, but the Company may construct pillars on the footpath on each side of the road at a distance of ten feet

A.D. 1873.

measured from the abutment to the centre of the pillar, but neither of such pillars shall exceed twenty inches in diameter; there shall be a clear headway under the bridge of not less than eighteen feet:

3. In carrying railway No. 3 over the road in the said parish, numbered 97 upon the deposited plans, there shall be a clear width between the abutments of forty feet measured on the square, but the Company may construct pillars on the footpath on each side of the road at a distance of eight feet, measured from the abutment to the centre of the pillar, but neither of such pillars shall exceed twenty inches in diameter; there shall be a clear headway under the bridge of not less than eighteen feet. The line of railway shall be diverted so as to avoid interference with Maygrove Road, numbered 106 on the deposited plans, or with Ariel Street, numbered 70 on the same plans:

4. In carrying railway No. 3 over the road in the said parish, numbered 109 upon the deposited plans, there shall be a clear span of sixty feet measured on the square, and a clear headway of seventeen feet:

5. The bridge for carrying the railways over any public carriage road within the limits of the metropolis shall be formed of an ornamental character to the reasonable satisfaction of the engineer of the Metropolitan Board of Works:

6. All bridges shall be water-tight, and so constructed as to (so far as is practicable) deaden the sound of engines, carriages, and traffic passing over them:

7. The Company shall not commence the erection of any bridge proposed to be constructed for the purpose of carrying the railway over any road or street or way within the area under the jurisdiction of the Metropolitan Board of Works, until they shall have given to the said Metropolitan Board of Works twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said board, with plans, elevations, sections, and other necessary particulars of the construction of the said bridges, and until the said board shall have signified their approval of the same, unless the board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid:

8. The Company shall comply with and conform to all directions and regulations of the said board in the execution and sub-

sequent maintenance of the said bridges and works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every expense to be occasioned thereby; and all such works shall, subject to the provisions of this Act, be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board of Works, at the costs, charges, and expenses in all respects of the said Company, and all costs, charges, and expenses which the said Metropolitan Board may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to the said Board by the Company on demand.

Regulating construction of bridges for carrying roads over the railways.

11. Where any public carriage road within the limits of the metropolis as defined by the "Metropolis Management Amendment Act, 1862," is under the powers of this Act to be carried over the railway by a bridge, the present rates of inclination of such road, if altered, except as herein-before prescribed, shall not, without the consent in writing of the Metropolitan Board of Works, be in any case less than one in forty, and in respect of other roads within the metropolis not being public thoroughfares, the minimum inclination of such roads shall not be less than one in thirty, and all such bridges shall be constructed so as not to lessen the present clear width of such road, including the footway, and in the case of any bridge for carrying any public carriage road not before specially provided for over the railway, the clear width of the bridge within the parapets thereof measured on the square shall, if required by the Metropolitan Board of Works, be not less than forty feet, and all bridges for carrying roads over the railway under the powers of this Act shall be so covered as to prevent as far as may be practicable the escape of steam, smoke, or other offensive effluvia into the said roads, and such bridges shall be so constructed as far as may be practicable, so as to deaden the sound of engines, carriages, and traffic passing underneath them. And the Company shall not execute or commence the erection of any such bridges, or any works connected therewith, until they shall have given to the said Metropolitan Board of Works twenty-one days notice in writing of their intention to commence the same, by leaving such notice at the office of the said Board, with plans, elevations, sections, and other necessary particulars of the construction of the said bridges, and until the said Board shall have signified their approval of the same, unless the said Board fail to signify such approval or their disapproval, or other

A.D. 1873.

directions, within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid; and the Company shall comply with and conform to all directions and regulations of the said Board in the execution and subsequent maintenance of the said bridges and works, and shall save harmless the said Metropolitan Board of Works against all and every expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board of Works, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said Metropolitan Board may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to the said Board by the Company on demand.

For protection of sewers of metropolitan and other boards.

12. Where any of the works to be done under or by virtue of this Act shall or may pass over, under, or by the side of or so as to interfere with any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works or of any district board or vestry constituted under the "Metropolis Management Act, 1855," the "Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said Metropolitan Board, district board, or vestry, or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board, or to the district board or vestry, as the case may be, twenty-one days previous notice in writing of their intention to commence the same, by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within twenty-one days after service of the said plan, section, and particulars as aforesaid; and the Company shall comply with and conform to all reasonable orders, directions, and regulations of the said Metropolitan Board, and of the respective district boards or vestries, in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as such boards or vestries respectively may deem necessary for the proper protection of and

for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively against all and every the expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board, or vestry, as the case may be, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said Metropolitan Board, or any district board or vestry, may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such board or vestry by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district board, and vestry respectively, as the case may be, as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Alteration of gradients of railways Nos. 1 and 3.

13. In constructing the railways Nos. 1 and 3 by this Act authorised the gradient shall be altered so that at the ditch separating No. 7 from No. 10 in the parish of St. John, Hampstead, on the said railway No. 3, the level of the rails shall be eight feet lower than the level shown on the deposited sections.

Deposit money not to be repaid until lines opened or half the capital paid up and expended.

14. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of fifteen thousand pounds, being five per cent. upon the amount of the estimate in respect of the railways, has been transferred to the account of Her Majesty's Paymaster-General on behalf of the Court of Chancery in England in respect of the application to Parliament for this Act: Be it enacted, that notwithstanding anything contained in the said Act, the said sum of fifteen thousand pounds so transferred as aforesaid in respect of the application for this Act shall not be paid or trans-

A.D. 1873.

ferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railways, either open the railways for the public conveyance of passengers, or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital, and if the said period shall expire before the Company shall either have opened the railways for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money transferred as aforesaid shall be applied in the manner herein-after specified, and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

15. The said sum of money transferred 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 Company 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 proportion 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 said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money 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, or in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the

liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the said sum of money has been repaid to the depositors or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the person or persons or the majority of the persons named in such warrant or order as aforesaid, or the survivors or survivor of them.

Company may apply authorised money to purposes of Act.

16. The Company may 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.

Company may raise additional capital.

17. The 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 three hundred 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 the 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 the Company convened with due notice of the object.

Privileges may be attached to new shares or stock.

18. The 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 Company may create and issue from time to time fresh shares or stock with or without any special advantages.

Shares not to issue until one fifth part paid up.

19. The Company shall not issue any share created under the authority of this Act, nor shall any 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.

20. 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.

A.D. 1873.

Power to borrow.

21. The Company may from time to time under the powers of this Act borrow any additional sum of money not exceeding one hundred thousand pounds, but no part of that sum shall be borrowed until the whole of the additional capital by this Act authorised to be raised by new shares or stock is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such additional capital has been issued and accepted, and that one half of such additional capital has been paid up, and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

22. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the time of the passing thereof, shall during the continuance of such mortgages and bonds have priority over any mortgages to be 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.

Arrears may be enforced by appointment of a receiver.

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

Debenture stock.

24. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863," but notwithstanding anything therein contained the interest of all debenture stock 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. A.D. 1873.

Application of sums raised under this Act.

25. All sums which the Company are by this Act authorised to raise by new shares or debenture stock or on mortgage shall be applied only to the purposes of this Act, and subject thereto to the general purposes of the Company.

Repeal of clause 88 of Act of 1864.

26. Subject to the provisions of this Act, section 88 of "The Metropolitan and Saint John's Wood Railway Act, 1864," is hereby repealed: Provided always, that it shall not be lawful for the Company to carry heavy goods until the present line is double throughout.

Restricting use of line between the Swiss Cottage and Baker Street.

27. It shall not be lawful for the Company to carry heavy goods on the railway of the Company between the Swiss Cottage and Baker Street Stations between the hours of eleven at night and six in the morning.

Tolls.

28. Section 86 (tolls) of "The Metropolitan and Saint John's Wood Railway Act, 1864," is hereby repealed, and it shall be lawful for the Company to levy and demand rates, tolls, and duties for the use of their undertaking not exceeding the following; (that is to say,)

In respect of the tonnage of all articles conveyed upon the railways for the time being of the Company, or any part thereof, as follows:

For all coals, coke, ironstone, iron ore, pig iron, rod iron, bar iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, limestone, lime, bricks, salt, sand, fire-clay, cinders, slag, and stone, per ton not exceeding one shilling; and if conveyed in carriages belonging to the Company, an additional sum per ton not exceeding fourpence:

For all dung, compost, and all sorts of manure, and for all undressed materials for the repair of public roads or highways, and for heavy iron castings, including railway chairs, and for all culm, charcoal, and all stones for building, pitching, and paving, all tiles, slates, and clay (except fire-clay), sugar, grain, corn, flour, hides, dyewoods, earthenware, timber and deals, metals (except iron), nails, anvils, vices, and chains, and for light castings, and for all cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, articles, matters, or things, per ton not exceeding one shilling and sixpence; and if conveyed in carriages belonging to the Company, an additional sum not exceeding sixpence:

A.D. 1873.

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 not belonging to the Company, not exceeding two shillings and sixpence, and a sum of fourpence for every additional quarter of a ton or fractional part of a quarter of a ton which such carriage may weigh:

In respect of animals conveyed in carriages on the railways for the time being of the Company, as follows:

For every horse, mule, ass, or other beast of draught or burden, not exceeding one shilling and sixpence; and if conveyed in any carriage belonging to the Company, an additional sum not exceeding sixpence:

For every ox, bull, cow, or neat cattle conveyed in or upon any such carriage, not exceeding sixpence; and if conveyed in or upon any carriage belonging to the Company, an additional sum not exceeding twopence:

For every calf or pig, sheep or lamb, or other small animal conveyed in or upon any such carriage, not exceeding threepence; and if conveyed in or upon any carriage belonging to the Company, an additional sum not exceeding one halfpenny.

Tolls for propelling power.

29. The toll which the Company may demand for the use of engines or other power for propelling carriages on the railways for the time being of the Company shall not exceed one third of the sum herein-before allowed for the use of the railways for the time being of the Company for each animal or for each ton of goods or other articles, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to the tolls.

30. The following provisions and regulations shall be applicable to the fixing of such tolls; (that is to say,)

For a fraction of a ton, the Company may demand toll according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton:

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, and so in proportion for any smaller quantity.

Tolls for small parcels and single

31. And with respect to small packages not exceeding five hundred pounds in weight, and single articles of great weight, be

it enacted, that notwithstanding the rate of the tolls prescribed by this Act, the Company may lawfully demand the tolls following; (that is to say,)

articles of great weight.

For the carriage of small parcels, the Company may demand any sum which they may think fit not exceeding the rates following:

Not exceeding in weight seven pounds, threepence; exceeding seven and not exceeding fourteen pounds, fourpence; exceeding fourteen and not exceeding twenty-eight pounds, eightpence; exceeding twenty-eight and not exceeding fifty-six pounds, one shilling; exceeding fifty-six and not exceeding five hundred pounds, such sum as they think proper: Provided always, that articles sent in large quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages:

For the carriage of any one 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 Company may demand such sum as they think fit not exceeding five shillings per ton:

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 Company may demand such sum as they think fit.

Passengers luggage.

32. Every passenger travelling upon the railways for the time being of the Company 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.

Maximum rate of charges for passengers.

33. It shall be lawful for the Company to levy and demand rates, tolls, and duties for the conveyance of passengers upon the said railways for the time being of the Company, including the tolls for the use of the railways for the time being of the Company, and of carriages and for locomotive power, and for every other expense incidental to such conveyance, any sum not exceeding the following sums:

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.

A.D. 1873.

In respect of passengers, every portion of a mile beyond two miles shall be deemed a mile: Provided always, that for any less distance than two miles the Company may charge,

For every passenger conveyed in a first-class carriage, any sum not exceeding fourpence:

For every passenger conveyed in a second-class carriage, any sum not exceeding threepence; and

For every passenger conveyed in a third-class carriage, any sum not exceeding twopence.

Maximum rates of charges for cattle, goods, &c.

34. And with respect to the conveyance of horses, cattle, carriages, and goods, be it enacted, that the maximum rates of charge to be made upon the railways for the time being of the Company by the Company, including the tolls for the use of the railways for the time being of the Company, and waggons or trucks, and locomotive power, and every expense incidental to such conveyance, shall not exceed the following sums:

For every horse, or other beast of draught or burden before classed with horses, the sum of two shillings and threepence:

For cattle, the sum of ninepence per head:

For calves, pigs, sheep, and small animals, fourpence each:

For every carriage, the sum of three shillings:

For coals, coke, ironstone, and other articles herein-before classed therewith, the sum of one shilling and sixpence per ton:

For manure, culm, cotton, and other articles herein-before classed therewith, the sum of two shillings per ton.

Restriction as to charges not to apply to special trains.

35. The restriction as to charges to be made for passengers shall not extend to any special train that may be required to be run upon the said railways, but shall apply only to every express and ordinary train appointed or to be appointed from time to time by the said Company for the conveyance of passengers and goods upon the said railways.

Company may take increased charges by agreement.

36. Nothing herein contained shall be held to prevent the said Company from taking any increased charge over and above the charges herein-before limited for the conveyance of goods of any description by agreement with the owners of or persons in charge of such goods, either in respect of the conveyance thereof (except small parcels) by passenger trains, or by reason of any other special service performed by the said Company in relation thereto.

Company not bound to carry manure, &c.

37. Nothing herein contained shall render it compulsory on the said Company to carry on their railway any nightsoil, dung, manure, compost, or other offensive matter.

A.D. 1873.

Arrangements with the North-western Company, the Midland Company, and the Metropolitan Company.

38. The Company and the North-western Company, the Midland Company, and the Metropolitan Company, or any two of those companies, may, subject to the provisions of Part III. of the "Railways Clauses Act, 1863," from time to time enter into agreements with respect to the following purposes, or any of them; (that is to say,)

The working of the proposed railways, or either of them, or the whole or any part of the undertaking of the Company, and the collection, conveyance, and conduct of the traffic thereof, and the supply of any rolling or working stock, or of any officers or servants required for such purposes:

The fixing and levying of the tolls, rates, and charges arising on the railway, or any part thereof:

The division between the companies parties to the contract of the receipts arising from the traffic common to both companies, and the payments to be made respectively by the contracting companies with respect to any of the matters aforesaid:

Provided always, that until the expiration of the recited agreements between the Company and the Metropolitan Company, no agreement shall be entered into under this section between the Company and the North-western Company, or between the Company and the Midland Company, without the consent of the Metropolitan Company under their common seal.

Provided further, that in case any such contract or arrangement is entered into between the Company and the Metropolitan Company or either of them, and the Midland Company, then the companies parties thereto shall, upon the request in writing of the North-western Company under their common seal, enter into a contract or arrangement with that Company to the like effect and upon the like terms, or as near thereto as circumstances will admit, so that the North-western Company shall have facilities and advantages equal in all respects to those afforded to the Midland Company by any such contract or arrangement:

Provided also, that in case any such contract or arrangement is entered into between the Company and the Metropolitan Company or either of them on the one hand, and the North-western Company on the other hand, then the companies parties thereto shall, upon the request in writing of the Midland Company, enter into a contract or arrangement with that company to the like effect and upon the like terms, or as near thereto as circumstances will admit of, so that the Midland Company shall have facilities and advantages equal in all respects to those afforded to the North-western Company by any such contract or arrangement.

A.D. 1873.

Company and Metropolitan Railway Company may contract as to construction of railway.

39. If the Company and the Metropolitan Railway Company shall so agree, the powers herein-before conferred upon the Company for the construction of the railways and works hereby authorised may be executed by the Metropolitan Railway Company severally or jointly with the Company, and either by means of the capital which the Company are hereby authorised to raise, or by means of any capital which Parliament may authorise the Metropolitan Railway Company to raise, or by both of those means, but nothing in this section shall diminish or affect the liability of the Company for anything done or omitted to be done under the powers hereby given to them.

Tolls on traffic conveyed partly on the railway and partly on the railways of other companies.

40. During the continuance of any contract or agreement to be entered into under the provisions of this Act for the working or use or working and use of the railways for the time being of the Company by the North-western Company or the Midland Company, the railways for the time being of the Company and of the other contracting company or companies shall, for the purpose of short-distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways for the time being of the Company and partly on the railways of the contracting company or companies for a less distance than four miles, tolls and charges may only be charged as for four miles, and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only, and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only, and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railways for the time being of the Company and partly on the railways of the contracting company or companies.

Provision for vesting undertaking of the Company in Metropolitan Company.

41. Subject to the provisions of Part V. of the Railways Clauses Act, 1863, and to the consent of three fourths of the respective shareholders and stockholders of the Company and of the Metropolitan Company given in the manner prescribed in Part III. of the last-mentioned Act, the Company on the one hand and the Metropolitan Company may contract and agree for the vesting in the Metropolitan Company of the undertaking of the Company, or any part or parts thereof, upon such terms and conditions as the contracting companies may think fit, and upon the execution of any such contract or agreement the undertaking of the Company, and the several railways and branches, stations, sidings, approaches, buildings, fixed plant, and all other works, whether complete or incom-

plete, and all the lands and other the property, estate, moneys, and assets of that company, shall be and are hereby vested in the Metropolitan Company in accordance with the terms of such contract or agreement as part of the assets of the Metropolitan Company, and the Company shall thereupon be dissolved except for the purposes of winding up its affairs.

Provided always, that within three months from the execution of such contract, the Metropolitan Company shall produce to the Commissioners of Inland Revenue a copy of this Act printed by Her Majesty's printer, and duly stamped with the ad valorem stamp duty of the same amount as would have been payable if the transfer of the undertaking had been by a deed of conveyance; and if the said Metropolitan Company shall not within the said period of three months produce to the said Commissioners such copy of this Act duly stamped as aforesaid, the ad valorem stamp duty shall be recoverable from the Metropolitan Company, with full costs of suit and all costs and charges attending the same.

Metropolitan Company may exercise powers of the Company.

42. Immediately upon the dissolution of the Company under the last preceding enactment, the Metropolitan Company may and shall exercise and fulfil in their own name or names, and under their own seal or seals, and in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Company, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the levying of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by the Company.

Power to Metropolitan Company to guarantee interest on borrowed capital.

43. The Metropolitan Company, with the previous consent of three fourths of the shareholders in such company present in person or by proxy at some general meeting of such company specially convened for the purpose, may out of their revenue guarantee the payment of interest on all or any part of the debenture mortgages or debenture stock of the Company, and may from time to time apply in payment of such interest any moneys coming to their hands on account of revenue which are not by any of the Acts relating to such company applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Regulating the construction of works affect-

44. And whereas the works by this Act authorised involve an interference with parts of the Finchley Road and the Finchley New Road, under the jurisdiction of the vestry of the parish of St. John,

A.D. 1873.

ing roads under the jurisdiction of the vestry of the parish of St. John, Hampstead.

Hampstead: The following provisions shall have effect in respect of each of the said roads; that is to say,

The Company shall not alter the present line or level or width of the road or of the footpaths thereof:

The underground works shall be so constructed that the upper surface of the centre of the arch shall be not less than eighteen inches below the surface of the road, unless where the existing railway may be less than eighteen inches, in which case the depth over the arch shall be the same, and the said works shall be so made and the materials to be used in and about the said works shall be such as to insure the permanent safety of the road and footpaths:

In any case in which the drainage of the road is interfered with by the works of the Company, the road shall be well and effectually drained by new sewers, if necessary, and by all proper and needful connecting drains, gullies, cesspools, and gratings, and the road and footpaths, and also the paved water channels thereto, or so much thereof respectively as shall be disturbed or interfered with by the works of the Company, shall be restored and made good:

The Company shall at their own expense and to the reasonable satisfaction of the surveyor of the said vestry do all the works herein-before required to be done in respect of the said roads, and provide all the materials necessary for such works:

The Company shall during the progress of the works at all times keep open and uninterrupted for the traffic of the public a clear width in all places of fifteen feet of the existing road:

All necessary measures of precaution for the public safety during the progress of the works of the Company, including the fencing of the works and lighting and watching the same, shall be adopted by and at the expense of the Company, and the Company shall be answerable for all accidents and damages which may happen by reason of any of the said works of the Company, and shall save harmless the said vestry in respect thereof:

The Company shall finish and complete all works, matters, and things connected with the works under the said roads, and give or restore to the public the uninterrupted use of such portion of the same roads and footpaths as shall from time to time be disturbed within six months from the day on which such portion of the road or roads shall be first interfered with, and all such works shall be done under the direction and superinten-

dence from time to time and to the reasonable satisfaction of the surveyor of the said vestry, and the materials thereof shall be good and sufficient for the respective purposes for which such materials shall be used, and of such descriptions respectively as at present exist on the said roads:

If the Company shall fail to do or to maintain and repair any works according to the provisions herein-before contained, and the Company shall not, upon being by such surveyor required so to do, proceed forthwith to do or to repair such works to his satisfaction, then and in any of such cases it shall be lawful for such surveyor to cause all such works and repairs to be done as he in his discretion shall think fit; and all costs and expenses of such works and repairs shall be paid to the vestry on demand, and in default of payment for twenty-one days after such demand may be recovered by the said vestry from the Company with full costs of suit in any court of competent jurisdiction:

The said vestry and the Company may agree with each other for the alteration and protection of the said roads, or either of them, in any other manner than is herein-before mentioned or provided for, and for the making and doing by the Company of all such works as may be necessary or expedient for the purposes aforesaid, and in case of any such agreement it shall not be binding on the Company to do such of the works, matters, and things required to be done by them as shall be by the said agreement expressly dispensed with by the said vestry.

Extending to this Act certain clauses of Act of 1864 relating to parish of St. Marylebone.

45. Sections 23 to 35, both inclusive, of "The Metropolitan and Saint John's Wood Railway Act, 1864," relating to the parish of Saint Marylebone, shall, so far as they are applicable, extend and apply to this Act to the same extent as if those sections had been re-enacted in this Act with reference to the works in the said parish by this Act authorised.

Extending to this Act certain sections of the Acts of 1864 and 1865 as to the parish of Hampstead.

46. Sections 39 to 51 (both inclusive) and section 64 of "The Metropolitan and Saint John's Wood Railway Act, 1864," and section 34 of "The Metropolitan and Saint John's Wood Railway (Extension to Hampstead) Act, 1865," shall, so far as they are applicable, extend and apply to this Act to the same extent as if these sections had been re-enacted in this Act with reference to the works by this Act authorised.

As to construction of railway and of road bridges.

47. Where the railways Numbers 2 and 3 cross under any carriage road in the parish of Saint John, Hampstead, otherwise than in a tunnel, such road shall be carried over the railway by a bridge

A.D. 1873.

forty feet wide in the clear, and every such bridge shall be constructed and maintained at the expense of the Company and be erected to the reasonable satisfaction of the vestry of Saint John, Hampstead, and with such sewers and drains as may be necessary.

Mode of effecting junction with Hampstead Junction Railway.

48. The junction of the railway No. 1 (with the Hampstead Junction Railway of the North-western Company) shall be made only at such point within the limits of deviation shown on the deposited plans as shall be reasonably approved by the principal engineer of that company in writing under his hand and in all things at the expense of the Company.

As to carrying railway No. 3 over Hampstead Junction Railway.

49. The railway No. 3, where the same may cross the Hampstead Junction Railway and the lands adjoining thereto, shall be carried over such railway and lands by means of a girder bridge having two spans of not less than twenty-five feet each measured on the square, separated from each other by a pier or by a row of iron columns, one of such spans to be over the Hampstead Junction Railway, and the other on the northern side thereof, to enable the North-western Company to widen the Hampstead Junction Railway on that side by two additional lines of rails, such spans having a clear headway above the level of the rails of not less than fourteen feet six inches for their entire width, and according to plans, sections, elevations, and specifications to be reasonably approved by and executed under the superintendence and to the reasonable satisfaction in all respects of the principal engineer of the North-western Company and at the expense in all things of the Company, and such railway and works shall be so carried and executed by such means and in such manner only as not to interfere with the free, uninterrupted, and safe user of the Hampstead Junction Railway or the working of the traffic thereon.

Maintenance of those works.

50. The Company shall at all times maintain the bridge by which the railway No. 3 shall be so carried over the Hampstead Junction Railway, and the lands adjoining thereto, and the works connected with such bridge, in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the North-western Company, and if and whenever the Company fail to do so, that company may make and do in and upon as well the lands of the Company as their own lands, all such works and things as that company may reasonably think requisite in that behalf, and the sum from time to time certified by such their engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company, and in default of payment

the amount due may be recovered with full costs by that company from the Company in any court of competent jurisdiction.

Restricting interference with lands of London and North-western Company.

51. The Company shall not, without in every case first obtaining the previous consent of the North-western Company in writing under their common seal, take, use, enter upon, or interfere with any of the lands 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 it shall be necessary for the Company to take, use, enter upon, or interfere with for the purpose of making and maintaining the works for so effecting the junction of the railway No. 1 with and for so carrying the railway No. 3 over the Hampstead Junction Railway, and the lands adjoining thereto.

To acquire easements only in lands of London and North-western Company.

52. With respect to any land of the North-western Company which the Company are by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but they may purchase and take, and that company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same.

Settlement of disputes by arbitration.

53. If any difference shall arise between the Company and the North-western Company as to the true intent and meaning of the matters provided for in the several sections of this enactment or the mode of giving effect thereto, every such difference shall be from time to time determined by arbitration in the manner prescribed by the "Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

For protection of Midland Company.

54. The powers of this Act so far as they affect the Midland Company shall, unless with the previous consent of the same company in writing under their common seal, be exercised only subject to and in accordance with the following provisions:

Limiting interference with land, &c.

1. The Company shall not take, use, enter upon, or interfere with any railway, siding, or other work belonging to or leased or worked by the Midland Company (all which matters are herein-after included in the expression "the Midland Railway"), except only so far as shall be necessary for the purpose of making and maintaining the railway as the same is according to this Act to be constructed:

Company to acquire easement only.

2. With respect to any land of the Midland Company which the Company is by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Midland Company may and shall sell and grant accordingly,

A.D. 1873.

an easement or right of using the same for the purpose for which but for this enactment the Company might purchase and take the same:

Junctions with Midland Railway.

3. The junction of the railway No. 2 with the Midland Railway shall be effected at such points within the limits of deviation shown on the deposited plans, and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Midland Company:

Plans, &c. of works to be approved.

4. The railway where the same will interfere with the Midland Railway shall, subject to the foregoing provisions of this enactment, be constructed according to plans, sections, and specifications to be previously approved by the principal engineer for the time being of the Midland Company, who shall report thereon within one month after the same shall have been submitted to him, and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in the manner herein-after provided:

Rails not to be disturbed.

5. Except so far as may be necessary for the purpose of effecting the junction with the Midland Railway before mentioned the Company shall not, without consent, remove or disturb any of the rails of the Midland Railway:

Traffic not to be obstructed.

6. The Company shall not in any manner in the construction of the railway obstruct or interfere with the free, uninterrupted, and safe use of the Midland Railway, or any traffic thereon:

Company to pay costs of inspection during progress of works.

7. The Company shall bear and on demand pay to the Midland Company the expense of the employment by that company during the execution of any work affecting the Midland Railway of a sufficient number of inspectors and signalmen to be appointed by that company for watching and signalling the same, with reference to and during the execution of any such work of the Company, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations, or from the acts or defaults of the Company or their contractors, or any person in the employ of the Company or of their contractors with reference thereto, or otherwise:

Compensation for injury.

8. If by reason of the execution of any of the works, or of any proceedings of the Company, or of the failure of any such works, or any act or omission of the Company, or of their contractors, or of any person in the employ of the Company, or of their contractors, or otherwise, the Midland Railway

shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do then the Midland Company may make good the same, and recover the expense thereof with full costs against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of or upon the Midland Railway by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction:

Signals, &c. at junction.

9. The Midland Company may from time to time, either on their own lands or on the lands of the Company, erect such signals and conveniences incident to the junction by this Act authorised with the Midland Railway, and may from time to time appoint and remove such watchmen, switchmen, or other persons as may be necessary for the prevention of danger to or interference with the traffic at and near such junction:

The working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Midland Company, and all the expenses of erecting and maintaining, and if necessary of altering from time to time those signals and conveniences, and of employing those watchmen, switchmen, and other persons, and all incidental current expenses which shall have been rendered necessary in consequence of such junction, shall at the end of every half year be repaid by the Company to the Midland Company, and in default thereof may be recovered from them with full costs of suit in any court of competent jurisdiction:

Arbitration.

10. If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of the matters provided for in the several sections of this enactment, or the mode of giving effect thereto, or the reasonableness of any demand made by the Midland Company by virtue thereof, every such difference shall be from time to time determined by arbitration in the manner prescribed by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

A.D. 1873.

All works affecting water and gas companies to be executed to satisfaction of their engineer.

55. All works, matters, or things which under the provisions of "The Railways Clauses Consolidation Act, 1845," or this Act the Company may be empowered or required to do or execute with reference to the mains, pipes, syphons, plugs, or other works of any water or gas company respectively, shall be done and executed by and at the cost of the Company, but to the satisfaction and under the superintendence of the engineer for the time being of the Company to whom such mains, pipes, syphons, plugs, and other works shall belong, and such works, matters, or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the companies to whom such mains, pipes, syphons, plugs, and other works shall respectively belong, and any difference as to this provision or the manner of carrying out the same shall be settled by an engineer to be appointed by the Board of Trade.

Penalty for interrupting the supply of water or gas.

56. If any interruption whatsoever in the supply of water or gas by any company shall be in any way occasioned by the Company, or by the act or acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them or any or either of them, the Company shall forfeit and pay to such of the companies whose supply shall have been so interrupted, for the use and benefit of such company, the sum of ten pounds for every day during which such interruption shall continue, such sum to be recovered by such company in any court of competent jurisdiction.

As to roads, &c. under Edgware Highway Board.

57. With respect to the public carriage roads and footpaths herein-after mentioned which are vested in and under the jurisdiction and control of the Edgware Highway Board the following provisions shall have effect:

(a.) The bridge by which the railway shall be carried over the Edgware Road, numbered on the deposited plans 1, in the parish of Willesden, shall be so constructed as to have a clear and uninterrupted width of sixty feet between the abutments:

(b.) If the footpath through the properties numbered on the deposited plans 7, 8, 9, in the said parish of Willesden, be diverted, the footpath as diverted shall be made wholly to the eastward of the railway:

(c.) The bridge for carrying over the railway the road numbered on the deposited plans 11, in the said parish of Willesden, shall be of the width of forty feet at least from parapet to parapet for the whole length of the bridge; the gradient

or rate of inclination of the said road, as altered for the purposes of the railway, shall not be less than one foot in thirty feet:

(d.) The footpath and occupation road in the property numbered on the deposited plans 27, in the said parish of Willesden, shall be carried over the railway on a level thereof:

(e.) The railway shall be so constructed that the centre line thereof shall cross the road numbered on the deposited plans 40, in the said parish of Willesden, at a point two hundred feet at the least (measured to the nearest point on the centre line as shown on the deposited plans) to the northward of the point at which on the said plans the centre line of the railway is shown as intended to cross the road:

(f.) The gradient rate of inclination of the said road numbered 40, if and as altered for the purposes of the railway, shall not be less than one foot in 30 feet; the bridge for carrying the said road over the railway shall have a clear width between the parapets for the whole length of the bridge not less than that between the parapets of the bridge by which the said road is now carried over the Midland and South-western Junction Railway:

(g.) The footpath in the field numbered on the deposited plans 43, in the said parish of Willesden, shall be diverted and shall be carried along and immediately adjoining to the south side of the railway:

(h.) Notwithstanding anything contained in this Act or shown on the deposited plans or sections, it shall not be lawful for the Company to divert or alter the line or direction of the road numbered on the deposited plans 49, in the said parish of Willesden:

(i.) The railway shall be so constructed that the centre line thereof shall cross the last-mentioned road (numbered 49) in the said parish of Willesden, at a point two hundred feet at the least (measured to the nearest point on the centre line as shown on the deposited plans) to the northward of the point at which on the deposited plan the centre line of the railway is shown is intended to cross the said road; the bridge for carrying the said road over the railway shall have a clear width between the parapets for the whole length of the bridge not less than the width of the same road under the bridge by which the Midland and South-western Junction Railway is now carried over the

A.D. 1873.

said road, near the point at which the said road is to be carried over the railway as aforesaid; the gradient or rate of inclination of the said road, as altered for the purposes of the railway on the west side thereof, shall be not less than one foot in twenty feet;

(j.) The bridge for carrying the road numbered on the deposited plans 61, in the said parish of Willesden, over the railway shall have a clear width between the parapets for the whole length of the bridge of not less than twenty-five feet.

Company to purchase the whole of any plot of land belonging to the British Land Company, Limited, of which they take part.

58. If the Company shall under the provisions of this Act take any part of any of the separate plots or parcels of building land at the date of such taking belonging to the British Land Company, Limited, or which at the same date they shall not have conveyed to any purchaser thereof, and which plots or parcels of land are shown on the Auction Sale Plan of the Kilburn Estate of the last-mentioned Company, dated the 17th of October 1872, the Company shall purchase, under and subject to the provisions of the Lands Clauses Consolidation Act, 1845, the whole of each separate plot or parcel of land any part of which will be so taken.

For confirming certain agreements.

59. The two several agreements, dated the 23rd day of July 1873, and made respectively between the Company and John William Prout, Esquire, copies of which are set forth in the schedule to this Act, are hereby confirmed.

Saving rights of the crown.

60. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any land, soil, tenements, or hereditaments, or any rights of whatsoever nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of her crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the previous consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give), and as incidental to any such consent as aforesaid the Company may enter into any agreement with the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, who respectively may, with the approval of the Commissioners of Her Majesty's Treasury, join in every such agreement, and the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, with the like approval, and the Company may respectively execute all necessary conveyances, leases, licenses, or other deeds of or relating to any land, hereditaments, or rights belonging to Her

Majesty in right of her crown, and under the management of the same Commissioners, and every agreement so entered into as aforesaid shall be performed by the same Commissioners and the Company respectively: And nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any estate, right, privilege, power, or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not to be paid on calls paid up.

61. The Company shall not, out of any money by this Act authorised to be raised by calls, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him in any of the capital by this Act authorised to be raised: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills *not to be* paid out of capital raised under this Act.

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

Railways not exempt from *provisions of* present and future general Acts.

63. Nothing herein contained shall be deemed or construed to exempt the railways of the Company 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 rate of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Expenses of Act.

64. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the Company.

A .D. 1873.

The SCHEDULE to which the foregoing Act refers.

MEMORANDUM OF AGREEMENT made the twenty-third July one thousand eight hundred and seventy-three between the Metropolitan and Saint John's Wood Railway Company of the one part, and John William Prout, of Neasdon, in the parish of Willesden, in the county of Middlesex, Esquire, as sole surviving trustee under the will of the late Joseph Nicoll, Esquire, deceased, of the other part.

WHEREAS the said John William Prout has appeared before a Committee of the House of Lords with Catherine Nicoll Lewis Prout, his daughter, as tenant for life under the will of Joseph Nicoll, as a petitioner against a Bill promoted by the said Company, intituled "An Act to enable the Metropolitan and "Saint John's Wood Railway Company to construct railways to join the Hamp-"stead Junction Railway and the Midland Railway, with a branch to Willesden, "and to confer certain other powers upon the Company and upon the London "and North-western, the Midland, and the Metropolitan Railway Companies, "and for other purposes," by which the said Company seek powers over lands belonging to the said John William Prout or in which he is interested: And whereas the said Company have represented to the said John William Prout that with the support which they have every reason to expect from the Metropolitan Railway Company they will be able to complete the works proposed to be authorised by the said Bill, and that the same, and in particular the works of the railway in the said Bill designated as railway No. 3, are intended to be completed without delay: And whereas the said Company have requested the said John William Prout to withdraw his opposition to the said Bill, and in consideration thereof have agreed to the terms herein contained: Now this agreement witnesseth, and it is hereby agreed as follows:

1. The said John William Prout shall withdraw his opposition to the said Bill immediately on the execution by the Metropolitan and Saint John's Wood Railway Company of these presents.

2. The Metropolitan and Saint John's Wood Railway Company shall within one year after the passing of their Act, select the land of which the said John

William Prout is owner, or in which he is interested, which they the said Company require to take under the powers proposed to be authorised by the said Bill, and will not exercise or attempt to exercise any compulsory powers over any lands in which the said John William Prout is interested, except lands which shall have been selected within the time aforesaid.

3. Unless an agreement as to the purchase money or compensation to be paid to the said John William Prout for such land and for severance and residential injury (if any residential damage) in respect thereof shall be come to between the said Company and the said John William Prout within fifteen months from the passing of the said Act, or three months from the selection of the land, whichever shall first arrive, the amount to be paid shall be determined by the sole arbitration of Mr. George Prickett, of No. 62, Chancery Lane, land surveyor, or if he shall be dead or decline to act, then the amount thereof shall be determined at the option of the said John William Prout by arbitration or jury to be appointed and summoned respectively in manner provided by the Lands Clauses Consolidation Act, 1845, and the said Company shall pay to the said John William Prout the amount which shall be so awarded or determined 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 herein-after stipulated to be made by the said Company, but no claim shall be made for injury by severance obviated by such works.

4. In addition to the purchase money or compensation to be paid as aforesaid, the said Company shall settle with all the tenants of the said John William Prout, and shall pay them such compensation as they may be entitled to.

5. The said Company shall not enter into possession of or interfere with any of the land aforesaid until the purchase or compensation money shall have been paid in full.

6. The said Company shall erect and permanently keep open a passenger station at some point between the proposed terminus of railway No. 3 and the crossing 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 said John William Prout, and shall not open their proposed lines or any part thereof until the said station and approaches shall have been completed.

7. The said Company shall construct the bridge and approaches carrying the roads numbered 40 and 49, Willesden, in the deposited plans, with inclinations not steeper than one in thirty.

8. The Company shall convert the roads numbered 61 and 75, Willesden, into good metalled roads with inclinations not steeper than one in thirty throughout the distances between the limits of deviation, and shall throughout those distances make road 61, and the bridge and approaches carrying the same, not less than thirty feet wide, and road 75, and the bridge and approaches carrying the road 75 over the railway, not less than twenty-five feet wide.

A.D. 1873.

9. If no Bill is passed during this session sanctioning the taking of any part of the said lands this agreement shall be void.

In witness whereof the Metropolitan and Saint John's Wood Railway Company have caused their common seal to be hereunto affixed, and the said John William Prout hath hereunto set his hand and seal the day and year first above written.

JOHN AIRD, Jr.

Seal of the Metropolitan and Saint John's Wood Railway Company.

Signed, sealed, and delivered by the above-named John William Prout, in the presence of
J. T. BEARD,
12, Essex Street, W.C.,
Solicitor.

JOHN W. PROUT. L.S.

MEMORANDUM OF AGREEMENT made the twenty-third day of July one thousand eight hundred and seventy-three between the Metropolitan and Saint John's Wood Railway Company of the one part, and John William Prout, of Neasdon, in the parish of Willesden, in the county of Middlesex, Esquire, of the other part.

WHEREAS the said John William Prout has appeared before a Committee of the House of Lords as a petitioner against a Bill promoted by the said Company, intituled "An Act to enable the Metropolitan and Saint John's Wood "Railway Company to construct railways to join the Hampstead Junction Rail-"way and the Midland Railway, with a branch to Willesden, and to confer certain "other powers upon the Company and upon the London and North-western, the "Midland, and the Metropolitan Railway Companies, and for other purposes," by which the said Company seek powers over lands belonging to the said John William Prout: And whereas the said Company have represented to the said John William Prout that, with the support which they have every reason to expect from the Metropolitan Railway Company, they will be able to complete the works proposed to be authorised by the said Bill, and that the same, and in particular the works of the railway in the said Bill designated as railway No. 3, are intended to be completed without delay: And whereas the said Company have requested the said John William Prout to withdraw his opposition to the said Bill, and in consideration thereof have agreed to the terms herein contained: Now this agreement witnesseth, and it is hereby agreed as follows:

1. The said John William Prout shall withdraw his opposition to the said Bill immediately on the execution by the Metropolitan and Saint John's Wood Railway Company of these presents.

2. The Metropolitan and Saint John's Wood Railway Company shall within one year after the passing of their Act select the land of which the said John William Prout is owner, or in which he is interested, which they the said Company require to take under the powers proposed to be authorised by the said Bill, and will not exercise or attempt to exercise any compulsory powers over any lands in which the said John William Prout is interested, except lands which shall have been selected within the time aforesaid.

3. Unless an agreement as to the purchase money or compensation to be paid to the said John William Prout for such land and for severance and residential injury (if any residential damage) in respect thereof shall be come to between the said Company and the said John William Prout within fifteen months from the passing of the said Act, or three months from the selection of the land, whichever shall first arrive, the amount to be paid shall be determined by the sole arbitration of Mr. George Prickett, of No. 62, Chancery Lane, land surveyor, or if he shall be dead or decline to act, then the amount thereof shall be determined at the option of the said John William Prout by arbitration or jury to be appointed and summoned respectively in manner provided by the Lands Clauses Consolidation Act, 1845, and the said Company shall pay to the said John William Prout the amount which shall be so awarded or determined 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 herein-after stipulated to be made by the said Company, but no claim shall be made for injury by severance obviated by such works.

4. In addition to the purchase money or compensation to be paid as aforesaid, the said Company shall settle with all the tenants of the said John William Prout, and shall pay them such compensation as they may be entitled to.

5. The said Company shall not enter into possession of or interfere with any of the land aforesaid until the purchase or compensation money shall have been paid in full.

6. The said Company shall erect and permanently keep open a passenger station at some point between the proposed terminus of railway No. 3 and the crossing 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 said John William Prout, and shall not open their proposed lines or any part thereof until the said station and approaches shall have been completed.

7. The said Company shall construct the bridge and approaches carrying the roads numbered 40 and 49, Willesdon, in the deposited plans, with inclinations not steeper than one in thirty.

8. The Company shall convert the roads numbered 61 and 75, Willesden, into good metalled roads, with inclinations not steeper than one in thirty throughout

A.D. 1873.

the distances between the limits of deviation, and shall throughout those distances make road 61, and the bridge and approaches carrying the same, not less than thirty feet wide, and road 75, and the bridge and approaches carrying the road 75 over the railway, not less than twenty-five feet wide.

9. The said Company shall, on the first of November one thousand eight hundred and seventy-three, pay to the said John William Prout in the event of the Bill passing one hundred and twenty-five pounds in respect of his costs of opposition.

10. If no Bill is passed during this session sanctioning the taking of any part of the said lands this agreement shall be void.

In witness whereof the Metropolitan and St. John's Wood Railway Company have caused their common seal to be hereunto affixed, and the aid John William Prout hath hereunto set his hand and seal the day and year first above written.

JOHN AIRD, Jr.

Seal of the Metropolitan and Saint John's Wood Railway Company.

Signed, sealed, and delivered by the above-named John William Prout, in the presence of
J. T. BEARD,
12, Essex Street, W.C.,
Solicitor.

JOHN W. PROUT. L.S.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1873.