ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cccxxii.

An Act for authorizing the Completion of an Inner Circle of Railways North of the *Thames*.

[29th *July* 1864.]

WHEREAS the Streets of the Metropolis are inadequate to the Wants of the vast and increasing Population which now frequents them, and it has become indispensable that they should be relieved of Portions of that Traffic by the Construction of Railways within *London*: And whereas the Persons herein-after named, with others, are willing to undertake, at their own Expense, the Construction of a Railway in continuation of the *Metropolitan* Railway from the proposed Extension thereof at *Brompton*, and passing from *Brompton* by *Westminster Bridge*, and along the North Bank of the *Thames*, to join another proposed Extension of the *Metropolitan* Railway near *Fenchurch Street* in the City of *London*, so as to complete a Circle of Railway in *London* which will communicate with or be in close Proximity to all the Railway Stations in *London* North of the *Thames*; and they are also willing to construct Branch Railways to connect the said Railway with the *West London* Railway at *Kensington*: And whereas it would conduce greatly to the Convenience of the Inhabitants of the Metropolis, and it is expedient that the Construction of the said

Railways should be authorized upon the Conditions and subject to the Restrictions herein-after contained; and that in connexion with the said Railways a short Road should be made in the Parish of *Kensington* in the Neighbourhood of *Thurloe Square*: And whereas the said Railways and Works form Part of a much larger Undertaking for which (under the Title of "*Metropolitan District* Railways") Plans and Sections, showing the Lines and Levels thereof and the Lands in or through which the same were intended to be constructed, together with a Book of Reference to the Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of such Lands, were in the Month of *November* One thousand eight hundred and sixty-three deposited with the Clerks of the Peace for *Middlesex* and for the City of *London*; and in the said Plans and Sections the proposed Railways are divided into various Parts, the First Thirty-one of which relate to what is called the Main Outer Circle around the Metropolis, and to the Communications between the same and the existing and authorized Railways, according as those Communications arise in geographical Order, and the last Three of which Parts (32, 33, and 34,) relate to what is therein called the Main Inner Circle from *Brompton* to *Fenchurch Street*, and to the short Road at *Kensington*, which are authorized by this Act: And whereas a Bill was promoted in the present Session of Parliament for authorizing another Undertaking (under the Name of the "*Metropolitan Grand Union* Railway,") having Objects nearly identical with those of the Metropolitan District Railways, and Plans and Sections and Books of Reference were duly deposited in the Month of *November* One thousand eight hundred and sixty-three with the Clerks of the Peace for *Middlesex*, for *Surrey*, and for the City of *London*, with respect to the said Undertaking; and in the said Plans, Sections, and Books of Reference the proposed Railways are distinguished by successive Numbers from 1 to 17: And whereas Committees were appointed by both Houses at the Commencement of the present Session of Parliament, "to "consider the best Method of dealing with the Railway Schemes "proposed to be sanctioned within the Limits of the Metropolis, by "Bills to be introduced in the present Session;" and the said Committees met, and jointly agreed on a Report bearing Date the Twenty-ninth Day of *February* One thousand eight hundred and sixty-four, in which Report they were pleased to suggest that the Promoters of the "*Metropolitan Grand Union* Railway," and the Promoters of "The *Metropolitan District* Railways," should communicate together, and (with the Surveyors of the City of *London* and of the Metropolitan Board of Works) devise the most perfect Line which their several Plans would admit of: And whereas in pursuance of and in order to give effect to the said Suggestion, the Promoters of the said Two Schemes have accordingly communicated

together, and the respective Engineers thereof have met and have also conferred with the Surveyors of the City and of the Metropolitan Board of Works; and as the Result, the larger Undertaking of the *Metropolitan Grand Union* Railway has been curtailed with a view to its being united with the *Metropolitan District* Railways, and the Undertaking authorized by this Act is formed by the Union of Portions of the said Two Projects: And whereas it is expedient that the Company incorporated by this Act, and the Companies with whose Undertakings the Railways authorized by this Act are immediately or indirectly connected should be enabled to contract together with respect to the Working, Use, and Management of the proposed Undertaking, or of any Part thereof, and the Conveyance, Interchange, and Accommodation of Traffic thereon, but so nevertheless as not to transfer directly or indirectly to any Companies to the Exclusion of others Control over the said Undertaking or any Part thereof; and it is also expedient that similar Powers to contract should be granted with respect to the *Metropolitan* Railway Company, not only with relation to the proposed Undertaking, but with regard to their own Railway; but inasmuch as these beneficial Objects cannot be obtained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled and by the Authority of the same, as follows:

1. "The Companies Clauses Consolidation Act, 1845," the First Part of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. and Part III. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act: Provided always, that nothing herein or in the said Acts contained shall enable the Company hereby incorporated to acquire, so far as the Streets or the *Thames* Embankment are concerned, any Right or Property in such Street or Embankment, or in any Street which the Metropolitan Board of Works are authorized to construct, save only the Right to lay down and maintain the Railways by this Act authorized in and under the Streets and Embankment respectively. 8 & 9 Vict. cc. 16, 18, & 20. 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92 & 118. incorporated.

2. In this Act— Interpretation of Terms.

The Words "the Company" shall mean the Company incorporated by this Act:

The Words "the Undertaking," or "the Railways," shall mean the Railways and the Works connected therewith by this Act authorized to be constructed:

Where

Where any Matter is authorized or required to be done by Two Justices, the Expression "Two Justices" shall mean Two Justices assembled and acting together, or any Police Magistrate or Justice of the Peace who may by Law have Authority to act alone for any Purpose with the Power of Two Justices:

The Word "Sheriff" in "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall, with respect to this Act, so far as the same affects the Railways and Works authorized by this Act which shall be within the City and Liberty of *Westminster*, mean the High Bailiff of *Westminster* in all Cases where the High Bailiff discharges the Duties and Offices usually discharged by the Sheriff:

The Words "Superior Courts," and "Court of competent Jurisdiction," in this Act, or in any Act incorporated herewith, shall mean any Court where the Debt might be recovered, if it were merely a simple Contract Debt and not a Debt created by Statute:

The Words "Street," and "Metropolis," shall have the Meanings which are attached to them in the "Metropolis Local Management Act, 1855," and any Act passed for extending and amending the same.

Subscribers incorporated.

3. The Earl of *Devon*, *Samuel Laing*, *George Worms* the Younger, *William Arthur Wilkinson*, *William Lee*, *William Austin*, the Honourable *Frederick Lygon*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and shall be incorporated by the Name of "The *Metropolitan District* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained; and their Undertaking shall be called "The *Metropolitan* Railway, Southern connecting Lines."

Capital.

4. The Capital of the Company shall be Three million six hundred thousand Pounds, to be divided into Shares of Twenty Pounds each.

Calls.

5. One Fourth of a Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls; and Three Fourths of the Amount of a Share shall be the utmost aggregate

aggregate Amount of Calls that may be made in any One Year upon any Share: Provided, that upon the Issue of each Share, and before the same shall vest in the Holder thereof, there shall be paid not less than Four Pounds by way of First Call in respect of such Share.

Providing for Division of Shares.

6. It shall be lawful for the Company, with the Consent of Three Fifths of the Shareholders present, personally or by proxy, at a Meeting of the Company convened with due Notice of the Matter, to determine that any of the Shares hereby authorized to be created may, at the Option of the Holders thereof, be divided into Two Classes, namely, "A. or Preferred Half Shares," and "B., or Deferred Half Shares," and the following shall be the Conditions of such Division:

No such Division shall take place until Twelve Pounds at least shall have been paid upon every Share so intended to be divided, and of those Twelve Pounds Ten shall be attributed to the Preferred Half Share, and the remaining Two Pounds to the Deferred Half Share:

The A. or Preferred Half Shares, shall be entitled to such preferential Dividend out of the Profits of the Company not exceeding Six *per Centum per Annum* on the Sums actually paid up with respect to such Half Shares as the General Meeting authorizing the Division shall determine:

If the Profits of any Year, ending on the Thirty-first Day of *December*, do not produce the preferential Dividend reserved upon the said Half Shares, the Holders thereof shall not be entitled to Payment of the Deficiency of such Dividend out of the Profits of any subsequent Years:

The B. or Deferred Half Shares, shall be entitled to the Dividend which would have been payable upon the whole Share, if undivided, beyond the Amount which has been made payable upon the A. Half Shares; but so that the total Dividend paid upon the Two Half Shares shall not exceed that which would have been payable upon the whole Share if undivided:

If the Option of dividing any Share be exercised before the whole Amount thereof be paid up, all subsequent Calls made upon such Share shall be deemed to be paid with respect to the Deferred Half Share:

The Directors shall cause to be issued to every Shareholder exercising his Option as aforesaid, and producing the Certificate for his original Share to be cancelled, a Certificate for each of the said Half Shares, upon which Certificate shall be stated the Right to Dividend attaching to such Half Shares, and upon Delivery of the said Certificates the Certificate of the original Share shall be cancelled.

Power to borrow on Mortgage.

7. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of One million two hundred thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital of Three million six hundred thousand Pounds shall have been subscribed for *bonâ fide*, and One Half thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Shares have been issued, and that Twenty *per Centum* at least has been paid on each separate Share, and that all such Capital has been subscribed for *bonâ fide* and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

First and other Meetings.

8. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March*, and *August* or *September* in every Year.

Quorum of General Meetings.

9. The Quorum of General Meetings of the Company shall be Twenty Shareholders present, personally or by proxy, holding in the Aggregate not less than One hundred thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

10. The Number of Directors shall be Thirteen, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to vary Number of Directors.

11. It shall be lawful for the Company from Time to Time to vary the Number of Directors, provided that the increased Number be not more than Ten, and any reduced Number not less than Six.

First Directors.

12. The Earl of *Devon*, *Samuel Laing*, *George Worms* the Younger, *William Arthur Wilkinson*, *William Lee*, *William Austin*, the Honourable *Frederick Lygon*, the Honourable *Richard Southall Bourke*, commonly called Lord *Naas*, *Charles Gilpin*, Colonel *Talbot*, *Henry Ryder*, the Honourable *Standish Prendergast Vereker*, and Sir *Henry Drummond Wolff* K.C.B., shall be Thirteen of the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter,

Such Directors to continue in Office until First Meeting after passing of Act.

after, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their stead, in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act or either of them.

Quorum.

13. The Quorum of a Meeting of Directors shall be Three.

Power to make Railways according to deposited Plans.

14. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways and Road herein-after described, with all proper Works, Approaches, and Stations, in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections deposited as aforesaid with respect to the said Two several Undertakings, and the Company may, subject as aforesaid, enter upon, take, and use such of the said Lands as shall be necessary for the said Purposes.

Limiting Powers of purchasing Land and providing for new Plans, &c.

15. Provided that nothing in this Act, or in the Plans or Sections or Books of Reference deposited as aforesaid with relation to the said Two Undertakings, shall authorize the Company to construct any Works other than those authorized by this Act, or to enter upon, take, or use any of the Lands shown on the said Plans as intended to have been taken or used with reference to or for the Purposes of Railways not authorized by this Act; and provided that it shall not be lawful for the Company to put in force any of the Powers of this Act until they shall have deposited with the Clerks of the Peace for *Middlesex* and for the City of *London* complete Plans and Sections showing the Lines and Levels of the Railways and Works authorized by this Act and the Lands in or through which the same are intended to be constructed, and excluding therefrom such of the Railways and Works contemplated in the said larger Undertakings as are not authorized by this Act; and the Act 1st *Victoria,* Cap. 83. shall apply to the said Plans and Sections so to be deposited.

Describing Railways and Works.

16. The following are the Railways and Works authorized to be constructed under the Powers of this Act:

1. The Railway numbered 32 on the Plans deposited with respect to the *Metropolitan District* Railway, and called thereon Main Inner Circle, *Brompton* to *Westminster Bridge,* commencing in the Parish of *St. Mary Abbott, Kensington,* near the Junction of *Alfred Place West* and *Pelham Road* in the *Old Brompton Road,* and terminating at or near *South Street, Cadogan Terrace,* in the Parish of *St. Luke, Chelsea;* then so much of the

the Railway numbered 1 on the Plans deposited as aforesaid with respect to the *Metropolitan Grand Union* Railway as lies between *Halsey Street* in the same Parish and the *Broad Sanctuary* in the City of *Westminster*; and then so much of the Railway numbered 32 as aforesaid as lies between the *Broad Sanctuary* and *Bridge Court*, about Forty Yards East of *Cannon Row, Westminster*, in the Parish of *Saint Margaret, Westminster*, together with a Road or Street in the Parish of *Saint Mary Abbott, Kensington*, from the *Cromwell Road* to *Alfred Place West*:

2. The Railway numbered as aforesaid 33 (Main Inner Circle, *Westminster Bridge* to *Cannon Street*), commencing with Railway No. 32 at its Termination in *Saint Margaret, Westminster*, and terminating at or near *Turnwheel Lane*, about Twenty Yards South of *Cannon Street* in the Parish of *Saint Mary Bothaw* in the City of *London*:

3. The Railway numbered as aforesaid 34 (Main Inner Circle, *Cannon Street* to *Fenchurch Street*), commencing by a Junction with Railway No. 33, at its Termination near *Turnwheel Lane* aforesaid, and terminating at or near the Point where the *Blackwall* Railway crosses *Vine Street* in the Parish of *Saint Botolph without Aldgate* in the City of *London*:

4. The Railway and Works completing the Main Inner Circle will be situated in *Kensington, Chelsea, Westminster*, the Bed of the *Thames, Blackfriars*, various Parishes in the City of *London, Barking*, the Precincts of the *Tower*, of *Saint Katherine*, and the *Minories*:

5. So much of Railway numbered as aforesaid 6 (Main Outer Circle), as lies between *Gloucester Road* and the Junction therewith of Line No. 9, and between the Junction therewith of Line No. 7 and the *Kensington Road* in the Parish of *Saint Mary Abbott, Kensington*:

6. The Railway numbered as aforesaid 6*a* (Junction Spur), commencing at or near a Point in *Gloucester Road*, Sixty Yards South of *Cromwell Road* in the said Parish of *St. Mary Abbott, Kensington*, and terminating about Midway between *Alfred Place West* and *Pelham Place*:

7. The Railway numbered as aforesaid 7 (*West London Junction*), commencing by a Junction with Railway No. 6 at a Point near the North-east Corner of the *Saint Margaret* and *Saint John Westminster* Union Workhouse, in the Parish of *Saint Mary Abbott, Kensington*, and terminating by a Junction with the *West London Extension* Railway at a Point about Sixty Yards South of the *Richmond Road* in the Parishes of *Saint Mary Abbott, Kensington*, and *Fulham* in *Middlesex*:

Provided,

As to Junction with West London Extension Railway.

Provided, that if the *West London Extension* Railway Company shall within Six Months after the passing of this Act state to the Company, in Writing under the Hand of their Secretary, their Desire that the Junction of the said Railway with their Railway should not be made at the Point shown on the deposited Plans, but at a Point One hundred and fifty Yards or thereabouts to the South-east thereof, and their Willingness to allow the Company to take and use such of their Lands as may be necessary for such Purpose, then the Company shall make the Junction at the Point so prescribed; and the *West London Extension* Railway Company shall permit the Company to enter upon and use such of their Lands as may be required for such Purpose; and the Price or Consideration to be paid for the same shall in case of Difference be settled by Arbitration, in the Manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Lands otherwise than by Agreement.

8. The Railway numbered as aforesaid 8 (Junction Spur), commencing by a Junction with Railway No. 7 at or near a Point in the *Warwick Road*, Three hundred Yards or thereabouts North of the said *Richmond Road*, in the Parish of *Saint Mary Abbott*, *Kensington*, and terminating by a Junction with the *West London Extension* Railway, Six hundred Yards North of the said *Richmond Road*, in the Parish of *Saint Mary Abbott*, *Kensington*, and *Fulham* aforesaid:

Provided, that if the *West London Extension* Railway Company shall within Six Months after the passing of this Act intimate to the Company, in Writing under the Hand of their Secretary, that they prefer that the said Railway, instead of crossing on a Level the Sidings of the said Company and so forming a Junction with their Railway, should be diverted laterally and should pass under such Railway, and form a Junction therewith in the Manner shown upon a Plan signed by Mr. *John Fowler* on behalf of the Company and by Mr. *William Baker* on behalf of the *West London Extension* Railway Company, and are willing that their Land should be taken by the Company for that Purpose, then the Company shall construct the Railway described in this Section according to the said Plan, and not otherwise, and may take and enter upon such of the Lands of the *West London Extension* Railway Company as may be necessary for the Purpose, making proper Compensation for the same, and taking no more of the Land of the *West London Extension* Railway Company than shall be necessary for the Line of Railway and Junction: Provided also, that it shall not be lawful for the Company for the Purposes of the said Railway to enter upon, take, or use any Lands

other than those shown on the said deposited Plans, excepting with the previous Consent of the Owners, Lessees, and Occupiers of such Lands.

9. The Railway numbered as aforesaid 9 (Junction Spur), commencing by a Junction with Railway No. 6 at about Seventy Yards North-west of the Point where *Cromwell Road* and *Red Field Lane* unite in the Parish of *Saint Mary Abbott, Kensington*, and terminating by a Junction with Railway No. 7 at a Point about Forty Yards North of the said *Red Field Lane*, and Four hundred and fifty Yards West of its Junction with *Cromwell Road* aforesaid, in the same Parish.

Power to deviate from Levels of Sections.

17. It shall be lawful for the Company, in the Construction of the Railways, to deviate from the Levels and Gradients as marked on the said Sections to such an Extent as may be found necessary or convenient for avoiding, accommodating, preserving, or improving the Drainage or Sewers, or other Works in or under the Streets through which the Railways will be made; and the Company may alter the Inclination of their Railway accordingly, anything in "The Railways Clauses Consolidation Act, 1845," to the contrary notwithstanding; provided that no such Deviation shall be made without the Consent of the Metropolitan Board of Works.

As to Execution of Works for Railway under West London Extension Railway.

18. The Railway where the same will pass under the *West London Extension* Railway shall be carried under the same according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *West London Extension* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe Use of the *West London Extension* Railway, or the Traffic thereon, and so as not to alter the Level of the Rails of the *West London Extension* Railway.

Maintenance of those Works.

19. The Company shall at all Times maintain the Arch or other Works by which the Railway shall be carried under the *West London Extension* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer of the *West London Extension* Railway Company, and if and whenever the Company fail so to do, the *West London Extension* Railway Company may make and do, in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *West London Extension* Railway Company reasonably think

think requisite in that Behalf, and the Sum from Time to Time certified by 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 full Repayment the Amount due may be recovered, with full Costs, by the *West London Extension* Railway Company from the Company in any Court of competent Jurisdiction.

Company to acquire Easement only in Lands of the West London Extension Railway Company.

20. With respect to any Land of the *West London Extension* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with for the Purpose of constructing the said Arch or other Works by which the Railway shall be carried under the *West London Extension* Railway, the Company shall not purchase and take the same, but the Company may purchase and take, and the *West London Extension* Railway Company may and shall sell and grant accordingly, a perpetual Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

As to Works in Parish of Kensington.

21. And for the Protection of the Streets, Sewers, and other Works under the Control of the Vestry of the Parish of *Saint Mary Abbotts, Kensington*, be it enacted as follows:

Proper Outlet to be secured to private Sewers and Drains.

(A.) In all Cases where by reason of the Works of the Company any Main Sewer or Drain within the Parish of *Saint Mary Abbotts, Kensington*, shall be altered or removed, and the Communication of private Sewers or Drains therewith shall be thereby interrupted or interfered with, the Company shall construct all such Works as the Vestry of *Saint Mary Abbotts, Kensington*, may deem necessary for maintaining a proper Outlet or Outfall for such private Sewers and Drains as aforesaid, either by connecting such private Sewers and Drains with any new, altered, or substituted Main Sewer or Drain, or in some other sufficient Manner to the Satisfaction of the Vestry of the said Parish:

Fourteen Days Notice given to Surveyors of the Parish of Kensington.

(B.) Before the Company shall break up any Road, Street, Carriage or Foot Way, or commence the Construction of any Part of the said Railway or Works within the Parish of *Saint Mary Abbotts, Kensington*, or under the Control of the Vestry of the said Parish, they shall give to the said Vestry or their Clerk Notice in Writing of their Intention to break up or open such Road, Street, Carriage or Foot Way, or to commence the Construction of such Part of such Railway or Works, and such Notice shall be given not less than Fourteen Days before commencing the Works, anything in "The Railways Clauses Consolidation

dation Act, 1845," contained to the contrary notwithstanding:

Mode of giving Notice.

(C.) Such Notice shall be given by Delivery of the same personally to the Clerk of the said Vestry of the said Parish of *Saint Mary Abbotts, Kensington*, or by leaving the same at his Office, and shall specify the Part of the said Road, Street, Carriage or Foot Way intended to be broken up or opened:

Works to be executed under the Direction of Surveyor.

(D.) No such Road, Street, Carriageway, or Footway within the Parish of *Saint Mary Abbotts, Kensington*, or maintained by or under the Control of the said Vestry, shall be broken up or opened except under the Direction of their Surveyor: Provided always, that if the said Surveyor fail to attend at the Time fixed for the breaking up of any such Road, Street, Carriage or Foot Way, after having had such Notice of the Intention of the Company as aforesaid, or shall refuse or neglect to direct the Operation, the Company may perform the Works specified in such Notice without the Direction of the Surveyor:

Works involving Diversion of Traffic in Kensington.

Diversion to be approved by Surveyor.

(E.) Before the Company shall commence any Works in the Parish of *Saint Mary Abbotts, Kensington*, which shall cause any Diversion of the Foot or Carriage Way, or which shall cause any Obstruction or Inconvenience to the Traffic or passing of Foot Passengers, Carriages, Horses, Cattle, or Vehicles in such Parish, or in any Road under the Control of and maintained by the Vestry of the said Parish, such Obstruction, Diversion, or Inconvenience shall be approved of by the said Surveyor, and the Company shall, before commencing any such Works, at their own Expense make temporary Bridges for the Passage of such Foot Passengers, Carriages, Horses, Cattle, or Vehicles at all such Places as the Surveyor of the said Vestry shall in Writing require: Provided, in case of any Difference respecting such Diversion, Obstruction, or Inconvenience, or the Dimensions or Insufficiency of the said Bridges, the same shall be determined by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845:"

Restoration of Roads and Streets.

(F.) The Company shall, within Six Months after any Part of any Road or Street within the said Parish of *Saint Mary Abbotts, Kensington*, or maintained by or under the Control of the Vestry thereof, shall have been first broken up, replace the Subsoil excavated, and fill up and restore in a well-rammed and workmanlike Manner, and to the reasonable Satisfaction of the said Surveyor, the Roadway of such Portion of the said Roads or Streets as shall be broken up,

up, and the Footways thereof, to their former or an equally good State and Condition, and the Company shall also, at their own Expense, keep and maintain the said Roads, Streets, and Footways in good and substantial Repair, in every respect to the reasonable Satisfaction of the said Surveyor for Twelve Months next after the same shall have been so restored as aforesaid:

Works to be lighted.

(G.) The Company shall, at their own Expense, at all Times whilst any such Road, Street, Carriage or Foot Way, or any Sewer or Drain opened or broken up by them within the said Parish of *Saint Mary Abbotts, Kensington*, or maintained by or under the Control of the Vestry of the said Parish, or of the Metropolitan Board of Works, as the Case may be, be so broken up or opened, cause the same to be fenced and guarded, and shall cause sufficient Light and Watch for the warning of Passengers to be set up and kept there every Night during which such Road, Street, Carriage or Foot Way, Sewer or Drain, shall be continued so broken up or opened, and shall after replacing and making good the said Road, Street, Carriage or Foot Way, Drain or Sewer, which shall have been so broken up or opened, keep the same in good and substantial Repair to the reasonable Satisfaction of the Surveyor for Twelve Months next thereafter:

To construct temporary Works for Traffic and for Gas and Water Service.

(H.) The Company shall make, and during the Construction of their Works maintain, all such temporary Footways, Works, and Conveniences as shall be necessary for maintaining the safe and commodious Ingress and Egress to and from the Houses on the Line of the Works of the Company in the said Parish of *Saint Mary Abbotts, Kensington*, and for the uninterrupted Supply of Gas and Water to the said Houses, and to the Roads and Streets, and shall make good all Damage and Injury done by them to Railings, Vaults, Boundary Stones, Posts, Pillars, and Walls: Provided, that in case of any Difference respecting the Kind or Number of any such Footways, Works, or Conveniences, or the Dimensions or Sufficiency thereof, or respecting the Nature or Extent of any Interference, Damage, or Injury occasioned or alleged to be occasioned by the Works of the Company, the same shall be determined by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration:

Alteration of Roadway and Supply of Water.

(I.) In case the Company in the Construction of their Works shall interrupt or interfere with the Supply of Water for watering the Streets in the said Parish, it shall be lawful for the said Surveyor of the said Parish to obtain from any

Waterworks Company incorporated for the Supply of Water to the Inhabitants of the said Parish a Supply of Water equal to any Deficiency in the present Supply occasioned by such Interruption or Interference, and the Company shall make Compensation to the said Vestry for any Damage arising to the said Parish from such Interruption or Interference, and for the Expense which they may incur in obtaining such Supply of Water as last aforesaid, such Damage and Expense to be ascertained and certified by such Surveyor to the said Vestry; provided, that in case any Difference shall arise as to such Interruption, Interference, Damage, or Expense, or the Amount to be paid in respect thereof, the same shall be settled by Arbitration in manner herein-before provided.

In case of Delay or Omission Vestry may reinstate.

(K.) If any undue Delay or Omission shall take place in completing any Works, or in restoring or repaving any Road, Street, Carriage or Foot Way, Drain or Sewer, within the said Parish of *Saint Mary Abbotts, Kensington*, or under the Control of and maintained by the Vestry thereof as required by this Act, the said Vestry may cause the Works so delayed or omitted to be done to be executed, and the Expense of executing the same shall be repaid to the said Vestry, and such Expense may be recovered from the Company under and by virtue of the Powers and Provisions herein contained:

Deposit of Subsoil in the Parish of Kensington.

(L.) The Company shall, at their own Expense, deposit the Subsoil excavated and Materials of such Road, Street, Carriage or Foot Way, Drain or Sewer, broken up or opened within the said Parish of *Saint Mary Abbotts, Kensington*, at such Place or Places and in such a Manner as will occasion as little Inconvenience as may be to the Inhabitants of the said Parish.

Completion of Road in continuation of Exhibition Road.

22. The Railways authorized by this Act shall not be opened for public Traffic until the Road or Communication described in this Act as commencing at *Cromwell Road* and terminating at or near *Alfred Place West* has been completed to the Satisfaction of the Commissioners for the Exhibition of One thousand eight hundred and fifty-one or of their Surveyor for the Time being, and the last-mentioned Road or Communication shall be of the same Width as and in continuation of *Exhibition Road*; and the Works for making the said Road or Communication shall be completed within Twelve Months from the Time at which they may be commenced.

Station at or near Alfred Place West.

23. If the *Metropolitan* Railway Company do not, in pursuance of the Provisions of the said Act of 1864, erect a Station at or near *Alfred*

Alfred Place West, then the Company shall erect and always maintain a First-class ornamental Passenger Station, with all necessary Conveniences for the Use of Passengers with their Luggage, at or near *Alfred Place West*, which Station may be used as a Receiving House for Parcels, but not as a Station for Goods or Minerals, or as a Depôt for Engines; and no other Station shall be erected at or near *Alfred Place West* for Goods or Minerals, or as a Depôt for Engines: Provided always, that the Company shall not make any Entrance to or from the said Station into *Thurlow Square*, and if any Houses fronting into that Square are taken or used under the Powers of this Act, then the Company shall in all respects maintain the Frontages of those Houses in their present Condition, or if they shall demolish or remove them, or any Part thereof, they shall erect in lieu thereof an ornamental Wall or Structure so as to preserve as far as possible the Character of the Buildings on that Side of the said Square, and if any Dispute or Difference shall arise between the Owner, Lessee, or Occupier of the said Houses and the Company touching the Premises, such Dispute or Difference shall be referred to an Arbitrator to be appointed by the Board of Trade.

Railway to be covered in within certain Limits.

24. The Railway shall be constructed in a covered Archway throughout the whole Length of the Line, from the Station at or near *Alfred Place West* to a Point Three hundred Feet West of the Eastern Side of *Prince Albert's Road*.

Carriageroad above Railway within certain Limits.

25. There shall be constructed above the Line of Railway, throughout the whole Length thereof from *Prince Albert's Road* to *Cromwell Place*, a Carriageroad of a Width not less than the Width of the existing *Harrington Road*; and such Carriageroad shall be maintained by the Company until taken to by the Parish as a public Road.

Purchase of Methwold's Almshouses.

26. And whereas One of the Railways authorized by this Act, as delineated on the deposited Plans, passes through certain Houses and Gardens situated in the Parish of *Saint Mary Abbotts*, *Kensington*, known by the Name of *Methwold*'s Almshouses, and herein-after described: And whereas the Commissioners for the Exhibition of 1851 are entitled to the Privilege of nominating Persons to fill up Half of the Places in the said Almshouses, and the Vestry of the said Parish is entitled to fill up the other Half of the said Places: And whereas the said Commissioners, in consideration of the said Privilege, are under an Obligation to pay annually the Sum of Eighteen Pounds for the Benefit of the poor Persons occupying the said Almshouses, and to defray the Cost and Charges of repairing and maintaining the said Almshouses: And whereas the said Commissioners are also under Obligation to pay annually the Sum of One Pound to the Ministers and Churchwardens of the said

said Parish, on account of a certain Charity known as *Goodfellow*'s Charity: Therefore the following Provisions shall be applicable to the taking of such Almshouses, unless the same Provisions are complied with by the *Metropolitan* Railway Company in pursuance of the said Act of 1864:

1. The Company shall take, for the Purposes of their Railway, the said Almshouses and Gardens numbered 112 on the deposited Plans:

2. In consideration of their taking such Almshouses and Gardens, the Company shall rebuild the said Almshouses, and annex Gardens thereto, at such Place and in such Manner as may be agreed upon between the Vestry of the said Parish and the said Company, or, in default of Agreement, as may be settled by Arbitration:

3. All Rights of Patronage in respect of the Appointment of the poor Persons to occupy the said Almshouses possessed by the said Commissioners shall, after the passing of this Act, and on the Performance by the Company of all the Stipulations contained in this Clause, be transferred to and vest in the Vestry of the said Parish of *Saint Mary Abbotts, Kensington*:

4. With a view to securing the due Repair and Maintenance of the said Almshouses, and the Payment of the said annual Sums of Eighteen Pounds and One Pound respectively, the Company shall, as a further Consideration for the Value of the Almshouses and Gardens taken as aforesaid, secure to the Satisfaction of the Vestry of the said Parish of *Saint Mary Abbotts, Kensington*, by Investment, Purchase of Land, Covenant, or otherwise, the Payment of the said annual Sums of Eighteen Pounds and One Pound respectively, and the due Repair and Maintenance of the Almshouses to be erected by the said Company:

5. And the said Commissioners and their Estate and Effects shall, in consideration of such Transfer, be discharged from the Obligation of paying the said annual Sum of Eighteen Pounds or any Part thereof, and the said annual Sum of One Pound or any Part thereof, and also from the Obligation of repairing and maintaining the said Almshouses.

How Railway to be carried through H.B. Alexander's Land.

27. And for the Protection of the Property of *Henry Browne Alexander* Esquire, be it enacted as follows:

The permanent Way of the said Railway hereby authorized, and all Works, Roads, Sidings, and Communications connected therewith, shall, where the same passes through the Land of *Henry Browne Alexander*, be carried out and made throughout, except at the Stations authorized by this Act, in a Tunnel or covered Cutting;

Cutting; and the Levels of the Railway through the Land of *Henry Browne Alexander* shall not be permanently raised above those shown on the deposited Plans and Sections:

Stations to be of an ornamental Character.

All Stations and Erections in connexion with Stations of the said Railway which shall be built above the Surface of the Ground on any of the Lands to be purchased by the Company for the Purposes of this Act from *Henry Browne Alexander* shall be of an ornamental Character:

Notice to H. B. Alexander as to Quantity of Land required.

Within Six Calendar Months from the passing of this Act the Company shall cause a Notice in Writing to be given to the said *Henry Browne Alexander*, his Heirs or Assigns, specifying the precise Quantity and Position of the Land which they may require to take and purchase from him or them, as well for the Purposes of this Act as for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845:"

Station for Passengers only to be erected on H. B. Alexander's Land.

No Station on the Railway which shall be erected on Land belonging to the said *Henry Browne Alexander* shall be used for the Receipt, Booking, or Delivery of Goods, Cattle, Minerals, or Manure, but for the Booking, Arrival, and Departure of Passengers and their ordinary Luggage, and for the Booking, Receipt, and Delivery of Parcels, and for no other Purpose whatsoever:

Construction of Buildings by H. B. Alexander.

It shall be lawful for the said *Henry Browne Alexander*, his Heirs or Assigns, at his or their Discretion, to lay out and construct any new Street or Streets in, over, or through his Property, or any Part thereof, notwithstanding that such Street will (if constructed) pass over the Tunnel or covered Cuttings of the Railway or any of them; provided the Company are not limited in their Discretion as to the Position or Dimensions of their Station.

As to Construction of Railway through Estate at Brompton of Earl of Harrington.

28. In constructing the Railway through the Estate at *Brompton* belonging or reputed to belong to the Right Honourable the Earl of *Harrington*, adjoining *Cromwell Road*, *Prince Albert Road*, and *Gloucester Road*, herein-after called "the *Harrington* Estate," the following Provisions shall be observed by and be binding upon the Company:

The Company shall within Twelve Months after the passing of this Act give Notice in Writing to the Earl of *Harrington* of the particular Portion of Land, with its Metes and Bounds, of the *Harrington* Estate which they may require for the Purposes of this Act, and shall not after that Date be authorized to take or purchase, otherwise than by Agreement, any other Portion of the *Harrington* Estate. Between the West Side of *Gloucester Road* and the East Side of *Prince Albert Road*, each Railway by this Act authorized shall be constructed either by

Means of a Tunnel or of a covered Way, without in any Manner permanently altering the existing Level of the Ground, and without any Shaft for Ventilation, and without any other Opening through the Surface of the Ground for Light or Ventilation, or for any other Purpose whatever, unless with the previous Consent in Writing of the Earl of *Harrington*:

Upon the Completion of the Works the Surface of the Ground which may have been disturbed by the Company shall be forthwith restored, levelled, and enclosed by and at the Expense of the Company, to the reasonable Satisfaction of the Surveyor for the Time being of the Earl of *Harrington*:

So much of the 128th Section of the "Lands Clauses Consolidation Act, 1845," as exempts Lands situate within a Town, or Lands built upon or used for building Purposes, from the Operation of the said Section, shall not extend to apply to any Lands which the Earl of *Harrington* is intituled to or interested in, and which the Company may acquire under the Powers of this Act; and before disposing of any superfluous Land which had, previously to its Acquisition by the Company, formed Part of the *Harrington* Estate, the Company shall offer to sell the same to him, and the 129th, 130th, and 131st Sections of the said Act shall apply to such Offer of Sale in the same Manner as if the same had been an Offer of Sale made in pursuance of the said Act:

By the Expression the Earl of *Harrington* shall be understood his Guardian during his Minority, and in case of the Death of the Earl of *Harrington* the Person for the Time being entitled to the Rents and Profits of the *Harrington* Estate.

Protecting Earl of Harrington's Lessees.

29. And whereas Lands (numbered on the said deposited Plans from 152 to 157) in the Parish of *Saint Mary Abbott*, *Kensington*, and intended to be taken under the Powers of this Act, are Part of Land which has been granted or agreed to be granted by the Earl of *Harrington* and his Trustees on an Agreement or Agreements for building Leases, with a Condition for the Forfeiture thereof if Houses of a certain Class and Value shall not be erected on the same within a specified Term, of which a short Time only remains unexpired: And whereas the Properties (numbered on the said Plans 117 and 121) in the same Parish have also been granted or agreed to be granted on Building Leases which are subject to the like Penalties and Forfeitures, and the Powers of this Act, if suspended with relation to the said Lands and Properties during the Three Years hereinbefore granted to the Company for the compulsory Purchase of Land, might involve great Loss to the Lessees of the said Land and their Assigns: Be it enacted, that if the Company do not, within Six Months from the passing of this Act, give Notice in pursuance of the Eighteenth Section of "The Lands Clauses Consolidation Act, 1845," to

to the said Lessees and their Assigns or Under-lessees, and if the Company do not, after such Notice, use their utmost Endeavours to acquire the said Lands in pursuance of the said Act, then the Powers of this Act for the compulsory Purchase of the said Lands shall cease, and it shall not be lawful for the Company to enter upon, take, or use the said Lands or any Part thereof, or to interfere with the Accesses thereto, unless with the Consent of the said Lessees and their Assigns or Under-lessees; and the Expressions "Lessees" and "Under-lessees" in this Act shall include Persons intended to be Lessees, or to take Under-leases.

Prohibiting Station near Sloane Street.

30. The Company shall not erect, or have, or place any Station for Passengers or Goods within the Space bounded by the Street called the "*New Road*" towards the West, by *Sloane Street* towards the East, and by *Sloane Square* towards the South, in the Parish of *Saint Luke, Chelsea*.

Property of H. Weekes, Esq., R. A., not to be taken without Consent.

31. It shall not be lawful for the Company to enter upon, take, or use any House, Building, Tenement, or Land which on the Twelfth Day of *April* One thousand eight hundred and sixty-four belonged to or was held on Lease or occupied by *Henry Weekes*, of *Eccleston Street South*, *Pimlico*, Esquire, R.A., without the previous Consent in Writing of the said *Henry Weekes*, or his Successors or Assigns.

Protecting certain Lands of London and Brighton Railway Company.

32. Notwithstanding anything contained in this Act, or in the Plans and Sections deposited with relation thereto, it shall not be lawful for the Company, without the previous Consent in Writing under their Common Seal of the *London, Brighton, and South Coast* Railway Company, to enter upon, take, or use any of the Lands respectively numbered on the Plans deposited as aforesaid, with respect to the *Metropolitan Grand Union* Railway, 418, 432, 433, and 435, in the Parish of *Saint George, Hanover Square* (Railways 5 and 17); and the Company shall so construct and maintain their Railway and Works in and under the Land numbered on the same Plans 380, in the same Parish, as that the Surface of the said Land shall without unnecessary Delay be restored, and may be thenceforth used by the *London, Brighton, and South Coast* Railway Company: Provided that the Amounts to be paid by the Company by way of Compensation in respect of the said Land shall (if not agreed on between them) be settled in the Manner prescribed by "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Land otherwise than by Agreement.

Widening of Tothill Street.

33. The Company shall widen *Tothill Street, Westminster*, from the *Broadway* to the *Broad Sanctuary*, so that the same shall be throughout that Distance of a clear Width between the Houses on either Side of not less than Sixty Feet.

34. And

For Protection of Westminster Abbey.

34. And for the Protection of the Collegiate Church of *Saint Peter, Westminster*, be it enacted as follows:

1. The Line of Railway and other Works to be constructed by the Company under the Powers of this Act (when obtained) shall for and adjoining the Space of Two hundred Feet near to the said Collegiate Church along the Line of such Railway, to be pointed out by *George Parker Bidder* Civil Engineer, of *Great George Street, Westminster*, and, in case of Death or being incapable of acting, then by an Engineer to be mutually agreed upon between the Parties hereto, or in default by an Engineer to be appointed by the President of the Institution of Civil Engineers, be so constructed in all respects under the Inspection and subject to the Control of such Engineer:

2. All reasonable Precautions which such Engineer may require to be adopted and carried into effect for the Protection of the said Collegiate Church, and the Services therein, both as regards the Construction of the said Railway and Works and also the Selection and Use of Materials for the same, shall be adopted and carried out by the Company:

3. Any Deviation which may be unavoidable in the Line of the said Railway, within the Limits so defined, either in Direction or Level from the said deposited Plans and Sections, shall be subject to the Approval and be executed to the reasonable Satisfaction of the Engineer of the said Dean and Chapter:

4. Such Railway or other Works shall not be commenced by the Company within the aforesaid Space of Two hundred Feet, without Fourteen Days previous Notice in Writing thereof having been first given to the said Dean and Chapter.

For the Protection of the Sessions House, Westminster.

35. The Company in constructing their said Railway, or any of the Works connected therewith, shall not, without the previous Consent in Writing of the Chairman of the Court of General and Quarter Sessions of the Peace for the County of *Middlesex*, come nearer to the said Sessions House at *Westminster* than the Distance of Three Feet from the outer Face of the Stone Curb in which the Palisading round the same is now fixed, and shall not do nor cause any Injury whatever to the said Sessions House, or any of the Offices or Buildings thereto, or to any Part of the same respectively, either before, during, or after the Construction of the said Railway; and if any Complaint shall be made by the Clerk of the Peace or the Deputy Clerk of the Peace for the County of *Middlesex* under his Hand that due Precautions are not made, or that Damage has occurred or is likely to occur to the said Sessions House, Offices, and Buildings, or any Part thereof respectively, the Matter of such Complaint shall be referred to the Decision of the President of the Institution

tution of Civil Engineers, or to some other Civil Engineer, to be appointed for that Purpose in Writing by the said President, and such President or other Engineer shall have Power to estimate and assess the Damages (if any) which have been sustained, and to give (subject to the Concurrence of the *Middlesex* County Surveyor) such Directions as he may think fit as to the Manner in which the Construction of the said Line shall be proceeded with, or any Injury or Damage shall be repaired or remedied; and the Company shall, free of all Cost to the said Justices, forthwith obey all such Instructions, and perform or abstain from performing all such Works, Matters, and Things in all respects as such President or other Civil Engineer shall or may from Time to Time direct, make, or award, and shall also pay all Costs, Charges, and Expenses whatsoever of or occasioned to the Justices of the said County by reason of any of the Matters aforesaid; and for the Purpose of preventing Injury to the said Sessions House, or the Offices or Buildings thereto belonging, or any of them or any Part thereof respectively, it shall be lawful for the said Company (with the Sanction of the said County Surveyor) to enter and do such Works inside as well as outside the same Premises as may be deemed necessary by their Engineer; and if such Works are not immediately commenced and continuously proceeded with by the said Company, the same may be executed by or by the Order of the Chairman of the said Justices, and all the Costs, Charges, and Expenses of such Works, and in any Manner incidental thereto, shall be paid by the said Company to the Treasurer for the Time being of the said County of *Middlesex* within Seven Days after Demand of the Payment thereof by the said Treasurer.

Provision for the Inner and Middle Temples.

36. Inasmuch as the Railway No. 33 is proposed to be made through the *Temple* Lands of the Two Societies of the *Inner Temple* and *Middle Temple* respectively, now reclaiming from the *River Thames* as Part of the *Thames* Embankment, and bounded Northwardly by the Gardens and other Lands of the Two Societies respectively: Therefore the following Provisions for the Protection of the Two Societies respectively shall be binding on the Company and all other Parties, and full Effect shall be given thereto; (that is to say,)

(A.) The Railway No. 33, so far as it shall be made wholly or in part through or to the South of the *Temple* Land, and the Lands being respectively One hundred Yards Westward and One hundred Yards Eastward of the *Temple* Land (in this Section called the "prescribed Limits"), shall be only in a Tunnel or covered Way; but the Company may make the Tunnel or covered Way partly in the *Temple* Land and partly in the Land lying immediately to the Southward thereof, and if they do so the Provisions of this Section shall apply thereto as if it were made wholly in the

Temple Land; and the Tunnel or covered Way, so far as it is made through or to the South of the *Temple* Land, shall not be of greater Width than shall be necessary for laying down Two Lines of Rails on a Gauge of Four Feet Eight and a Half Inches each; and within the prescribed Limits no more than Two Lines of Rails shall be laid down:

(B.) The Southern Wall of the Tunnel or covered Way where the Railway No. 33 passes through the *Temple* Land shall not in any Place be made so that its Southern Side shall at any Point be Northward of the Boundary Line between the *Temple* Land and the intended Roadway of the *Thames* Embankment:

(C.) The upper Portion of the Tunnel or covered Way within the *Temple* Land shall, at the Option of the Two Societies, be made either as a Brick Arch or with Iron Girders and Iron Plates, or Iron Girders and flat Brick Arches respectively resting on the lower Flanges of the Girders; and within the prescribed Limits beyond the *Temple* Land may be made as the Company think fit; but if all or any Part thereof be of Glass, the Glass shall be double, with an Interval of not less than One Foot between the upper Glass and the lower Glass:

(D.) If the upper Portion of the Tunnel or covered Way be made with a Brick Arch, the upper Surface of the Arch shall not in any Place within the *Temple* Land be more than Sixty-eight Feet above the Datum Line shown on the deposited Section of the Railway No. 33:

(E.) If the upper Portion of the Tunnel or covered Way be made with Iron Girders, the upper Surface of any of the Girders shall in no Place within the *Temple* Land be more than Sixty-six Feet above the Datum Line of the deposited Section of the Railway No. 33:

(F.) The Tunnel or covered Way shall be made of such Strength and Durability as is proper and sufficient for the effectual Support of any Porters or Gardeners Lodges, Alcoves, or other Buildings of a like Nature, of only One Floor each, which the Two Societies respectively, with the Approval of the First Commissioner of Her Majesty's Works and Public Buildings, by Writing under his Hand, from Time to Time may erect above the Tunnel or covered Way, and of any private Roads which the Two Societies respectively from Time to Time may make above the Tunnel or covered Way:

(G.) The Company shall not at any Time, without the previous Consent in Writing of the Two Societies, make any Shaft into

into or any other Opening in any Part of the Tunnel or covered Way within the prescribed Limits:

(H.) The Rails in the Tunnel or covered Way within the prescribed Limits shall be laid and maintained on continuous longitudinal Timber Bearings, bedded in such Manner as is from Time to Time found best suited for rendering a Railway as noiseless as possible:

(I.) The Company shall not, during the making of the Tunnel or covered Way, without in every Case the previous Consent in Writing of the Engineer of the Two Societies, or at any Time after the Completion of the Tunnel or covered Way, use any Steam Engine within the prescribed Limits for any Purpose other than the actual propelling of Trains by Locomotive Engines:

(K.) The Company shall complete the Tunnel or covered Way within the prescribed Limits and the Works connected therewith, including the Works for the Two Societies respectively, within the Period which the Company and the Two Societies respectively agree on in that Behalf:

(L.) During the Execution of any Works within the prescribed Limits the Company shall make and maintain all Fences, and take all Precautions proper and sufficient for protecting the Lands, Buildings, and Property of the Two Societies respectively against all Damage or Injury by Workmen, Labourers, and others employed about the Works, and from being trespassed upon by them or others, and for protecting the Two Societies respectively and the Inhabitants of the *Inner Temple* and the *Middle Temple* respectively, so far as can be, against all Nuisance or Annoyance in or about the Execution of the Works, or by reason of the Exercise of any of the Powers of this Act:

(M.) The Company shall not enter upon or interfere with more of the *Temple* Land raised to the proper Level, or converted into ornamental Ground, than is necessary for the making of the Tunnel or covered Way within the prescribed Limits and the Execution of the Works connected therewith, and shall not, without in every Case the previous Consent in Writing of the Treasurers of the Two Societies respectively, use any Part of the Lands of the Two Societies respectively for the Deposit of Soil or Materials, or as a Road or Way, or for any other temporary Purposes:

(N.) The Company shall not take any Part of the *Temple* Land, but may take a perpetual Easement of making, maintaining, repairing, and using therein, in accordance with

with this Section, the Tunnel or covered Way, and the Railway No. 33 therein, making due Compensation in that Behalf as if the Easement were Land; but if the Company's Works in the *Temple* Land are at any Time after the Commencement thereof abandoned, the Easement shall at the Expiration of One Year after the Abandonment absolutely cease:

(O.) No Part of the Tunnel or covered Way or the Space occupied thereby shall for any Purpose be within either of the Two Places called respectively the *Inner Temple* and the *Middle Temple*, but this Provision shall not apply to any Part of the *Temple* Land above or below and not actually occupied by the Tunnel or covered Way:

(P.) Except only so far as from Time to Time is necessary for the safe and proper Working of the said Railway No. 33, the Steam Whistle of any Locomotive Engine on the Railway No. 33 shall never be sounded within the prescribed Limits; and if and whenever any such Whistle or Steam is sounded or blown off within the prescribed Limits, the Driver of the Engine shall for every such Offence forfeit a Sum not exceeding Forty Shillings, unless he show that it was necessary for the safe and proper Working of the Railway:

(Q.) In all other Particulars including Costs the Company may and shall observe and abide by the Stipulations contained in any Agreement from Time to Time made between the Company and the Two Societies respectively represented by their respective Treasurers.

Provision for Actions, &c., under Act, by and against the Two Societies.

37. For any of the Purposes of this Act the Two Societies respectively may and shall sue and be sued in the Name of their respective Treasurers, and no Action or Suit brought by or against either of the Two Societies respectively by virtue of this Act in the Name of their Treasurer shall abate or be discontinued by the Death or Removal of the Treasurer, or by any Act of the Treasurer, without the Consent of the Society; but the Treasurer for the Time being shall always be deemed to be the Plaintiff, or, as the Case may be, the Defendant, in every such Action or Suit by or against the Society; provided that the Treasurer shall be reimbursed by the Society all Damages, Costs, Charges, and Expenses incurred by him by reason of his being so made Plaintiff or Defendant.

Saving of Rights of the Societies of

38. Provided, That, except only so far as is requisite for the making, maintaining, working, and using in accordance with this Act

Act of the Tunnel or covered Way in the *Temple* Land and the Railway No. 33 therein, this Act or anything therein contained, or anything done thereunder, shall not take away, lessen, prejudice, or affect any Estate, Right, Interest, Jurisdiction, Franchise, Power, Privilege, Immunity, Claim, or Demand of or any Liability to the Two Societies of the *Inner Temple* and the *Middle Temple* respectively, or either of them, or their respective Trustees, Treasurers, or Masters of the Bench, whether under Act of Parliament, Charter, Grant, Specification, Prescription, Custom, Usage, or otherwise, or any Right, Interest, Claim, or Demand of the Two Societies respectively, or either of them, in any way relating to the *Temple* Land or any Part thereof, or any Works therein or in connexion therewith.

Inner and Middle Temples.

39. And whereas the *City of London* Gaslight and Coke Company, herein-after referred to as the Gas Company, are the Owners and Occupiers of certain Lands, Buildings, Works, and Premises in the Parish of *Saint Bridget* otherwise *Saint Bride*, and in the Precincts of *Whitefriars* and *Bridewell* in the City of *London*, and have Conveniences there for the Landing and Deposit of Coals and other Matters required for their Works, and also for the Removal of the residual Products derived from the Distillation or Manufacture of Gas from Coal: And whereas Provision was made in "The *Thames* Embankment Act, 1862," for so constructing the Embankment there as to preserve the Access of the Gas Company to the River and the *Whitefriars* Dock, but by the Construction of the Railways and Works of the Company, or some or one of them, this Access will or may be disturbed or interfered with, and the Property and Works of the Gas Company be thereby prejudicially affected: Therefore if by reason of the Execution by the Company of the Works hereby authorized the Gas Company shall be put to and incur any Costs, Charges, or Expenses in bringing or procuring to be brought into Store or Deposit the needful Supply of Coals and other Materials or Stores required for their Works, or in removing and disposing of the residual Products aforesaid beyond the Costs, Charges, and Expenses which they were previously put to and incurring for the same Purposes respectively, such previous Costs, Charges, or Expenses to be ascertained by the Average of the Three Years last preceding the passing of this Act, the Company shall, in addition to any Compensation for Damage or Injury otherwise occasioned to the Gas Company by the Execution of the Works of the Company from Time to Time as and when required by them, make good to the Gas Company, and indemnify them against the Excess of Costs, Charges, or Expenses so incurred by them; and the Amount to be so paid and made good by the Company shall in case of Difference from Time to Time be settled by Arbitration in the Manner provided

For Protection of City of London Gaslight and Coke Company.

by "The Lands Clauses Consolidation Act, 1845," with respect to Questions of disputed Compensation: Provided that, if both Companies so agree, the Compensation to be paid by the Company to the Gas Company in respect of the Excess of Costs, Charges, or Expenses incurred and to be incurred as aforesaid, may be estimated and ascertained either by Agreement or by Arbitration as before mentioned, once for all, at any Time after the Interference by the Company with the said Access, and may be made payable either in a gross Amount or by fixed annual Payments in the Nature and having the Qualities and Incidents of a Rentcharge determinable in the event of the Gas Company ceasing to require the said Coals, Materials, or Stores for the Use of their said Works, or to remove and dispose of the residual Products aforesaid.

Company to ensure to the City of London Gaslight and Coke Company a sufficient Supply of Coals, &c., at all Times for their Works.

40. The Company shall, at all Times after the Obstruction of or Interference with the Conveniences of the Gas Company for landing and depositing their Coals, Materials, and Stores as aforesaid, make such Arrangements as shall ensure to the Gas Company the Delivery into their Works of any Coals, Materials, and Stores from any Barges lying in the *Thames*, and shall make good to the Gas Company and indemnify them against all additional or extra Costs, Charges, and Expenses which at any Time and from Time to Time they may be put to and incur in and about providing when necessary for such Delivery as aforesaid; and if any Question or Difference shall arise between the Two Companies as to the Efficiency of such Arrangements, or the Amount of additional or extra Costs, Charges, or Expenses incurred for that Purpose, the same shall, as and when it arises, be referred to and be determined by Arbitration in the Manner aforesaid, and in every Arbitration under this and the preceding Enactment, the Company shall for the Purposes thereof be deemed to be the Promoters, and the Gas Company shall be deemed to be the Persons claiming to be injuriously affected by the Execution of the Works of the Company.

Gas Company to retain Spaces in front of their Premises.

41. The Gas Company shall be entitled to retain as Part of their Property and Undertaking the Space in front of their Premises which will be situate between the Gas Works and the Roadway of the proposed *Thames* Embankment.

As to Embankment opposite Gas Works.

42. The Embankment and Road mentioned in "The *Thames* Embankment Act, 1862," to be formed opposite to the *City of London* Gaslight and Coke Company and *Whitefriars* Dock shall be so constructed as shall best suit the Formation of the Railway and Works hereby authorized, and the said Embankment and Roadway, and the Convenience of the said Gasworks and Dock, and as shall be agreed upon between the Engineers for the Time being of the said Board

Board and of the Railway Company, anything in the same Act contained notwithstanding, subject nevertheless to such Arbitration as is herein-after provided for in case of Difference between the Engineers: Provided, that the Board may construct the Roadway of the Width of One hundred Feet, and in that Case the Referee herein-after named for the Settlement of Questions of Compensation arising between the Company and the Metropolitan Board of Works shall assess the Amount which in his Judgment ought to be allowed to the Company in respect of the Expense of acquiring the additional Width of Thirty Feet for the Purpose of such Roadway: Provided also, that the inner Wall of the said Roadway shall not extend more than Sixty-eight Feet from the Centre Line of the said Roadway, as shown on the deposited Plans referred to in "The *Thames* Embankment Act, 1862."

As to Compensation to be made to the Earl of Radnor.

43. Whereas the Right Honourable *William* Earl of *Radnor* claims to be the Owner as Tenant for Life in possession, with Power of Appointment in favour of his Sons or Grandsons, with divers Remainders over in default of Appointment, but subject to a Lease granted on the 1st Day of *March* 1771 for a Term of Ninety-nine Years from the 25th Day of *December* 1770 of certain Freehold Wharves, Draw-dock, Land, Tenements, and Hereditaments, situate within the Precinct of *Whitefriars* in the City of *London*: Therefore, if in the Execution of the Works hereby authorized the Access to or from the said Land and Premises, or the Use of the Water of the said River for the Purposes of the said Wharves and Draw-dock with the Appurtenances, shall be taken away, obstructed, or interfered with, the Company shall make full Compensation to the said Earl or other the Owner for the Time being of the said Land and Premises, for the Loss, Detriment, and Diminution in Value which have been or shall be sustained by the said Earl or other the Owner as aforesaid, by reason or in consequence of the Execution of the said Works or of the Exercise by the Company of the Powers of this Act; and the Manner in which the Compensation to be so made shall in case of Difference be settled and determined shall be that which is provided by "The Lands Clauses Consolidation Act, 1845," as respects the Settlement of Questions of disputed Compensation.

As to Works fronting Marquess of Salisbury's Estate.

44. As regards so much of the Railway so numbered 33 as aforesaid as is situate between the Points on the deposited Plans relating thereto, denoting Four Furlongs Four and a Half Chains, and Four Furlongs Eight and a Half Chains respectively, the Company shall conform to the following Regulations; (that is to say,)

They shall not deviate more than Twenty Feet to the Northwards from the centre Line laid down on the said Plans:

They

They shall construct the said Portion of Railway, either by means of a Tunnel or of a covered Way, without leaving any Shaft or Opening for Ventilation or other Purpose:

After the Construction of the Railway, the Company shall fill in the Ground over the same to the Level of the Embankment Road, and so leave the same:

They shall, after the Completion of the said Portion of Railway, maintain the same wholly in a Tunnel, and they shall not open, break up, or disturb for any Purpose whatever the Surface of the Ground over the said Tunnel, except temporarily for the Maintenance and Repair of the Railway and Works thereunder:

They shall not erect or provide any Station or any Works in connexion with the Railway between the Points denoted as aforesaid, or on either Side of the Railway between those Points.

As to the Land belonging to the Duke of Norfolk.

45. Whereas by the 60th Section of "The *Thames* Embankment Act, 1862," Provision was made for the Protection of the Duke of *Norfolk* therein described, in respect of his *Strand* Estate, also therein described, and it is just that similar Protection should be given by this Act: Be it enacted as follows:

The Expressions "the Duke of *Norfolk*" and "the *Strand* Estate" shall have the same Meaning in this Act as in the said 60th Section of the said Act:

The Company shall not exercise any Powers of compulsory Purchase in respect of any Estate, Right, or Interest of the Duke of *Norfolk* in the *Strand* Estate, or in respect of any reclaimed Land between the Southern Boundary of the *Strand* Estate and the Southern Side of the Approach Road in the said 60th Section described or referred to:

Between *Somerset House* and the *Middle Temple* the Company shall construct the Railways in Tunnel or covered Way, the finished Surface of which shall not rise above the Level of the Embankment Roadway authorized by the said Act, together with a Passenger Station and other Works, according to a Plan and Section signed by *Thomas Coates* and *Charles Few*, and marked B., subject nevertheless to the Provisions herein-after contained for submitting the said Plan and Section to the Metropolitan Board of Works for their reasonable Approval:

The Terrace and Accesses thereto shown on the said Plan shall not be made without the previous Consent of the Metropolitan Board of Works in Writing under their Common Seal, and shall be maintained by the Company and shall be open to the Public:

Any Chimney from the said Passenger Station shall be carried under the Approach Road mentioned in the said 60th Section in such

such Manner as may be approved by the Engineer of the Metropolitan Board of Works, and the same shall be carried under that Road and up the Side of One of the Houses on the *Strand* Estate in such Manner, and the Position thereof may be from Time to Time so varied as the Company and the Duke of *Norfolk* shall agree upon, or in default as shall be settled by Arbitration:

Except as hereby otherwise expressly provided, no Works shall be executed by the Company between *Somerset House* and the *Middle Temple* above the Level of the said Embankment Roadway:

The said Plan marked B. shall, within Two Months after the passing of this Act, be deposited with the Clerk of the Peace for the County of *Middlesex*, who shall receive and retain it, and permit all Persons interested to inspect it, and make Copies and Extracts of and from it in like Manner, upon the like Terms, and under the like Penalty for Default as by the Act of the First Year of the Reign of Her present Majesty, Chapter 83, is provided with respect to the Documents therein specified.

Protecting Charing Cross Railway.

46. And for the Protection of the *Charing Cross* Railway, be it enacted as follows:

1. The Company shall not purchase or take any of the Lands of the *Charing Cross* Railway Company, or of the *City Terminus* Hotel Company (Limited), without their Consent in Writing, except such an Easement as is necessary for the Construction of the Railway and the Main Sewer underneath the same:

2. The Railway between *Dowgate Hill* and *Bush Lane* shall be diverted Northwards, so that the Southern Boundary of the Walls and Works of the Railway and Sewer shall not be more than Seventy-one Feet from the Southern Boundary of *Cannon Street;* and the Northern Boundary of the said Wall and Works shall not be nearer to the said Southern Boundary of *Cannon Street* than Thirty-one Feet; and in constructing their Works at and near *Dowgate Hill* and *Bush Lane* the Company shall keep open at least One Half of the Width of the said Streets, so as to maintain with as little Interruption as possible Access by Carriages to the *Cannon Street* Station of the *Charing Cross* Railway Company:

3. The Railway and Works of the Company between *Dowgate Hill* and *Bush Lane* shall be made wholly in Tunnel; and such Tunnel, including the Walls and Works of the Railway and Sewer, shall not exceed the Width of Forty Feet; and such Tunnel, where it passes under the Lands of the *Charing Cross* Railway Company and of the said Hotel Company, shall

shall (unless the said Railway Company shall in Writing consent to forego this Condition) be constructed without interfering with or breaking open the Surface of the Ground:

4. The Levels of the Rails between *Dowgate Hill* and *Bush Lane* as shown on the deposited Sections shall not be raised without the Consent of the *Charing Cross* Railway Company; and the upper Surface of the Tunnel, Walls, Works, and Sewer, between the same Points, shall not (unless with the Consent of the same Company) be more than Eighteen Feet above the Level of the Rails of the Railway as shown on the said deposited Sections:

5. The Company in constructing the Railway and Sewer and the Works connected therewith through the Property of the *Charing Cross* Railway Company and the *City Terminus* Hotel Company (Limited), shall only acquire a perpetual Easement in the Land of the same Companies, and shall make due Compensation for such Easement as if the Easement were Land; and if at any Time after the Commencement of the Works in the Lands of the *Charing Cross* Railway Company or the said Hotel Company such Works shall be absolutely abandoned, the Rights of the Company in the said Lands, and of any Easement therein, shall, at the Expiration of One Year after such Abandonment, absolutely cease:

6. Except for the Purpose of an Approach to their Station, the Company shall not, between the Points marked Three Furlongs and Four Furlongs on the deposited Plan of Railway No. 33, purchase or take without the Consent of the *Charing Cross* Railway Company any Lands on the North-western Side of the centre Line marked on the said Plan lying at a greater Distance from such centre Line than Eighty Feet; nor shall the Company for any Purpose enter upon, take, or use, without such Consent, any Lands on the said North-western Side belonging to the *Charing Cross* Railway Company, or which the same Company or the *North-western and Charing Cross* Railway Company have by any Act a Right to purchase or take: Provided nevertheless, that nothing contained in this Act or in the *North-western and Charing Cross* Railway Act shall prevent the Construction of the Railway hereby authorized, or of the Railway called in the same Act "The *Charing Cross* Railway Junction," or of the Works connected therewith respectively:

7. The Company in passing under the *Charing Cross* Railway near *Charing Cross*, and in, through, or under the Lands at *Cannon Street* of the *Charing Cross* Railway Company, or of the said Hotel Company, or which the same Railway Company have Power to purchase or take, shall execute their Works

Works according to Plans, Sections, and Specifications to be previously approved by the Engineer of the said Railway Company and under his Superintendence and Control, and so as not to interfere with, or stop or impede the Traffic conveyed on the *Charing Cross* Railway, and the Company shall pay the reasonable Expenses of such Engineer:

8. No Part of the Station of the Company at *Cannon Street* shall be constructed on the West Side of *Bush Lane* without the Consent in Writing of the *Charing Cross* Railway Company under their Common Seal; and the said Station shall, so far as practicable, be so arranged as to afford Convenience for an Interchange of Traffic between that Station and the *Cannon Street* Station of the *Charing Cross* Railway Company:

9. The Station of the Company near *Charing Cross* shall, with the Limitations herein-before contained as to taking Lands, be made as near to the Station of the *Charing Cross* Railway Company as is practicable, and shall be so arranged as to afford in the most convenient Manner an Interchange of Traffic between these Two Stations: Provided always, that nothing in this Section contained shall prejudice the Rights of the *Charing Cross* Railway Company and the said Hotel Company, or either of them, to Compensation for any Damage or Injury occasioned to them respectively, or to their respective Lands and Buildings by reason of the Execution of the Works authorized by this Act, or otherwise in the Exercise of the Powers granted by this Act.

Saving Works and Lands of London, Chatham, and Dover Railway Company.

47. And for the Protection of the *London, Chatham, and Dover* Railway Company, be it enacted as follows:

A. 1. The Company shall not injure or unduly or permanently interfere with any Railway Station or Work of the *London, Chatham, and Dover* Railway Company (herein-after called "The *Dover* Company"); or

2. Obstruct or interfere with the Traffic on any Railway of the *Dover* Company, or unduly or permanently obstruct or interfere with any Approach to their *Victoria* Station or to any other Station of the *Dover* Company; or

3. Enter upon, take, or use any Land of the *Dover* Company, or which they are now authorized to acquire, without in each Instance the previous Consent for the Purpose of the *Dover* Company under their Common Seal; but the Company may purchase, acquire, and take, and the *Dover* Company shall sell and grant, a perpetual Easement in, under, and through such Land for the Construction of the Railways under the Station and Works of the *Dover* Company at or near *Earl Street, Blackfriars*, but not otherwise:

B. No

Company not to erect certain Buildings herein named.

B. No Building or Work shall be erected or made by the Company above the Surface of the Ground within a Distance of Forty Feet on either Side of the Viaduct of the *Dover* Company at the Point where the Railways pass under the said Viaduct at or near *Earl Street, Blackfriars*, without the Consent of the *Dover* Company:

As to Interchange Stations.

C. Whereas it would be of Advantage that at *Victoria* Station and also at or near *Earl Street, Blackfriars*, where the Railway of the *Dover* Company and the Railways by this Act authorized are in juxtaposition, an Interchange of Traffic should take place, the Company shall construct at the most convenient Spots at or near *Victoria* Station and *Earl Street* aforesaid suitable Exchange Stations and Works for the Interchange of Traffic between the Railway of the *Dover* Company and the Railways hereby authorized, in such Manner as shall be agreed upon between the Company and the *Dover* Company, and, failing Agreement, as shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of both or either of the Companies; and the additional Expense incident to the rendering the said Stations fit for the Exchange of Traffic between the Companies shall be borne in such Proportions by the Two Companies as, in case of Difference, shall be determined by an Arbitrator to be appointed as aforesaid:

Plans of Works affecting that Company to be approved by them.

D. The Company shall not, except for the Purpose of constructing the Railways by this Act authorized, execute any Works whatever under or affecting any Railway Station or Work of the *Dover* Company, or any Approach to any such Station, until the Company shall have delivered to the *Dover* Company Plans, Drawings, and Specifications of such intended Works, and those Plans, Drawings, and Specifications shall have been approved in Writing by the Engineer for the Time being of the *Dover* Company; and all the said intended Works shall be executed by the Company at their sole Expense in all Things, according to such Plans, Drawings, and Specifications, to the reasonable Satisfaction of the Engineer for the Time being of the *Dover* Company:

Maintenance of Works affecting that Company.

E. The Company shall at their own Expense at all Times maintain all Works under or affecting any Railway Station or Work of the *Dover* Company, or any Approach to any such Station, in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Dover* Company; and if and whenever the Company fail so to do the *Dover* Company may

may make and do in and upon as well the Lands of the Company as their own Lands all such Works and Things as may be necessary in that Behalf, and the reasonable Amount of Expenditure in that Behalf shall be repaid to them by the Company; and in default of full Payment, Repayment of the Amount due may be recovered, with full Costs, by the *Dover* Company from the Company in any Court of competent Jurisdiction:

Not to interfere with Traffic, &c. of London, Chatham, and Dover Company.

F. If by reason of any Works of the Company other than those constructed under the Superintendence of the Engineer of the *Dover* Company, the Traffic on the *Dover* Railway be interrupted or impeded, the Company shall forfeit and pay to the *Dover* Company, as or by way of ascertained Damages, and not by way of Penalty, the Sum of Fifty Pounds for every Hour during which such Interruption or Impediment shall continue:

Damages sustained by London, Chatham, and Dover Railway Company to be repaid.

G. Notwithstanding anything in this Act contained, the Company shall from Time to Time be responsible for, and make good to, the *Dover* Company, all Costs, Losses, Damages, and Expenses which may be occasioned to them in respect of any of their Works or Property or of the Traffic on their Railway, or of any Approach to any Station of the *Dover* Company or the Traffic thereon, or in respect of any Company or Person using the same, or otherwise during the Execution or by reason of the Failure of any of the intended Works, or by reason of any Act or Omission of the Company or of any Person in their Employ, or of their Contractors; and the Company shall effectually indemnify and hold harmless the *Dover* Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission:

Disputes to be settled by Arbitration.

H. Any Dispute between the Company and the *Dover* Company arising under the Provision of this Section shall be settled by an Arbitrator to be appointed by the common Consent of both Companies, or in default of such Consent then to be appointed by the Board of Trade on the Application of either Company.

Saving Rights of the Crown as respects New Palace Yard, &c.

48. Nothing contained in this Act, or in any of the Acts herein referred to or incorporated herewith, shall authorize the Company to enter upon, take, use, or in any Manner interfere with any Lands, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, situate in or near *New Palace Yard*, and shown on Lines or Parts 32 and 33 of the deposited Plans herein referred to, or One of such Lines or Parts, and therein described as "Footway

Communication between the Railway and the Houses of Parliament," and numbered 56 and 64 in such Lines or Parts: Provided, that if at any Time hereafter Her Majesty should be graciously pleased to permit such Footway Communication between the Railway and the Houses of Parliament to be made, and shall signify the same under Her Royal Sign Manual, it shall be lawful for the Company to construct the same, subject to such Conditions as may be prescribed by the First Commissioner for the Time being of Her Majesty's Works and Public Buildings on Her Majesty's Behalf.

Company not to interfere with Parliament Square Gardens, the Board of Control, or Somerset House, without Consent of First Commissioner of Her Majesty's Works, &c.

49. Nothing contained in this Act, or in any of the Acts herein referred to or incorporated herewith, shall authorize the Company to enter upon, take, use, or in any Manner interfere with, any Lands, Tenements, and Hereditaments belonging to the Queen's most Excellent Majesty in right of Her Crown, usually known as *Parliament Square Gardens*, and situated in the Parish of *Saint Margaret, Westminster*, shown on Line 32 of the deposited Plans herein referred to, and thereon numbered 56 and 58 respectively, or any other Lands, Tenements, and Hereditaments, also belonging to the Queen's most Excellent Majesty in right of Her Crown, and usually known as the Board of Control, or the Portion of Foreshore of the River *Thames* in front of or adjacent to the Board of Control, and situated in the said Parish of *Saint Margaret, Westminster*, shown on Line 33 of the deposited Plans herein referred to, and thereon numbered respectively 60, 61, and 62, or any other Lands, Tenements, and Hereditaments, also belonging to the Queen's most Excellent Majesty in right of Her Crown, usually known as *Somerset House*, or the Foreshore of the River *Thames* in front of or adjacent to *Somerset House*, and situated in or near the Parish of *Saint Mary-le-Strand* in the City of *Westminster*, also shown on Line 33 of the deposited Plans herein referred to, and thereon numbered respectively 2 and 3, without the Consent in Writing of the First Commissioner for the Time being of Her Majesty's Works and Public Buildings on behalf of Her Majesty first had and obtained for that Purpose (which Consent such First Commissioner is hereby authorized to give) under and subject to such Conditions as he may think fit to prescribe.

Company not to interfere with Property acquired for the Purposes of Westminster Bridge without Consent of the Treasury.

50. Nothing contained in this Act, or in any of the Acts herein referred to or incorporated herewith, shall authorize the Company to enter upon, take, use, or in any Manner interfere with any Lands, Tenements, or Hereditaments acquired by the Commissioners of Her Majesty's Works and Public Buildings, as incorporated for the Purposes of "The *Westminster Bridge* Act, 1853," and "The *Westminster Bridge* Act, 1859," or either of such Acts, or which such last-mentioned Commissioners are authorized to acquire for the Purposes of the said Acts, or either of them, without the Consent

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in Writing of the Lords Commissioners of Her Majesty's Treasury for the Time being, or any Two of them, for that Purpose first obtained (which Consent such last-mentioned Commissioners are hereby authorized to give), upon and subject to such Conditions as they may prescribe.

For Protection of Crown Frontage.

51. As regards the Part of the Railway (No. 33) which may be constructed on and adjoining the Land or Foreshore coloured Blue on the Crown Plans mentioned in the Seventy-first Section of "The *Thames* Embankment Act, 1862," and also coloured Blue on a Plan (in this Section called "The Crown Plan of 1864,") which has been signed by the Honourable *Charles Alexander Gore*, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, and has been deposited at the Office of Woods, Forests, and Land Revenues, the following Provisions shall apply; (that is to say,)

First. The Landward Side of the same Railway between the Point A. and the Point B. on the Crown Plan of 1864, such Points being respectively at a Distance of Fifty Yards from the South or South-west and the North or North-east Ends of the Land coloured Blue on the same Plan, shall not (unless with the previous Consent in Writing of One of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues,) be constructed upon a Centre Line to the Westward or Landward of the Red Line drawn on the same Plan marked S. S. S.:

Second. The same Railway shall, between the said Point A. and the said Point B., be constructed in a Tunnel or covered Way with a Brick or Stone Wall on the Western Side thereof, and according to such Plans and Specifications as shall be previously approved in Writing by One of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues; and the Company shall not, between the said Points A. and B., make any Opening for Air, Light, or any other Purpose, in the said Wall on the Western Side of the same Railway:

Third. As regards the Land coloured Blue on the Crown Plan of 1864, the Line of Railway to be so approved as aforesaid shall, except for a Distance not exceeding Seventy Yards at the North or North-east End, be constructed under the Line of Roadway to be formed by the Metropolitan Board of Works under the Powers of "The *Thames* Embankment Act, 1862:"

Fourth. Nothing in this Act shall interfere with the Power given by the Seventy-seventh Section of "The *Thames* Embankment Act, 1862," to the Commissioners of Her Majesty's Woods, Forests, and Land Revenues to require the Metropolitan Board of Works to construct Cellars or Vaults under any Roadway or Street between the Point marked C. and the Point marked D.

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on the Crown Plan of 1864; and the Company shall make Compensation to Her Majesty for any Injury which may be sustained by Her Majesty in the Execution of the Powers of this Act, by any Loss of or Interference with such Cellarage Power, as regards any Roadway or Street on the Land coloured Blue on the Crown Plan of 1864.

Company to take the whole of Grand Junction Wharf.

52. Before the Company make any Work, or take, use, or enter upon any Land in front of the *Grand Junction* Wharf, lying between the *Inner Temple* and *Blackfriars Bridge*, so as to interfere with the Access by Water to the said Wharf, they shall in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," give Notice to purchase the whole of the Lands comprising the Wharf, and the Buildings and Erections on and connected with the same; and the Company shall pay to the Owners of such Lands the Purchase and Compensation Money which shall be assessed under the same Act as on a compulsory Sale, within Three Months after the same shall be so assessed.

Principal Probate Registry, &c. not to be interfered with without Consent of the Treasury.

53. Notwithstanding anything in this Act contained, it shall not be lawful for the Company to take, use, enter upon or into, or in any Manner interfere with any Property forming Part of, or used or occupied for the Purposes of, or in connexion with Her Majesty's Court of Probate and Court for Divorce and Matrimonial Causes, or the Principal Registry of the said Court of Probate, or any Office connected with the said Courts or Registry respectively, or which the Commissioners of Her Majesty's Works and Public Buildings have purchased or hired, or are authorized to purchase or hire, for Purposes of the said Courts or Registry respectively, without the Consent in Writing of the Commissioners of Her Majesty's Treasury first had and obtained, which Consent the said Commissioners are hereby authorized to give on such Terms and subject to such Conditions as they may think fit to prescribe.

Providing for Purchase of Weigh-house Chapel.

54. The Company shall forthwith purchase the *Weigh House* Chapel, Schools, and Buildings, numbered 12 and 13 on said Plan, in the Parish of *Saint Leonard, Eastcheap*, and numbered 3 on the said Plan in the Parish of *Saint Margaret, New Fish Street*, both in the City of *London*, and shall pay in respect of the same such Sum or Sums, and shall perform such Conditions, as shall be agreed upon between the Company and the Parties owning the same, or, in default of such Agreement, as shall be settled by Arbitration under and in the Manner prescribed in Cases of Arbitration by the Provisions of the said "Lands Clauses Consolidation Act, 1845."

55. It

Protecting Tallow Chandlers Hall.

55. It shall not be lawful for the Company to take any Part of Tallow Chandlers Hall, in the City of *London*, without the Consent of the Tallow Chandlers Company.

Messrs. Hill, Evans, and Company to have Pre-emption on Sale of Lands bought of them.

56. Notwithstanding anything in "The Lands Clauses Consolidation Act, 1845," contained, the Company shall sell or dispose of all or any superfluous Land in which, previously to the passing of this Act, Messieurs *Thomas Rowley Hill*, *Edward Evans*, and *Edward Bickerton Evans* had any Estate or Interest, so soon as the Works by this Act authorized affecting such Lands shall have been completed; and before so selling or disposing of the same, they shall offer to sell the same to the said *Thomas Rowley Hill*, *Edward Evans*, and *Edward Bickerton Evans*, or the Survivors or Survivor of them; and the 129th, 130th, and 131st Sections of "The Lands Clauses Consolidation Act, 1845," shall apply to such Offer of Sale.

For the Protection of the London and Blackwall Railway.

57. And whereas the *Metropolitan District* Railway is intended to be made under the *London and Blackwall* Railway on the Southern Side of *America Square*, in the Parish of *Saint Botolph Without*, *Aldgate*, in the City of *London*, and it is expedient to make Provision with reference to the Works of the Company in connexion with the *London and Blackwall* Railway: Therefore the following Provisions shall be in force, and the Powers of the Company in relation to the *London and Blackwall* Railway, in this Act called the "*Blackwall* Railway," shall be exercised, subject to the following Conditions; that is to say,

1. The *Metropolitan District* Railway shall be carried under the *Blackwall* Railway at such Levels as will allow the Surface of the Ground over the *Metropolitan District* Railway to be restored for a Space of Forty Feet at least, measured from the Northern Side of the Viaduct of the *Blackwall* Railway, at the Point where the Centre Line of the *Metropolitan District* Railway passes under the *Blackwall* Railway:

2. No Building or Works shall be erected or made by the Company above the Surface of the Ground within Forty Feet of the Northern Side of the said Viaduct which will prevent the *London and Blackwall* Railway Company from widening their Railway to that Extent at any Time hereafter:

3. The *London and Blackwall* Railway Company shall, at any Time hereafter, be at liberty to widen their Railway to the Extent before mentioned, and to purchase or acquire for that Purpose any Right or Easement over the Lands belonging to the Company within Forty Feet of the Northern Side of the Viaduct of the *Blackwall* Railway:

4. The Company shall not, without the Consent in Writing of the *London and Blackwall* Railway Company, make any Goods Station or Depôt, or erect any Goods Warehouse, on any Part of the Lands numbered on the deposited Plans on the Southern Side of the *Blackwall* Railway, or on the Northern Side of that Railway, within One hundred Yards of any Part of the existing Works of the *Blackwall* Railway:

5. The Company shall not purchase or take any of the Lands or Works of the *London and Blackwall* Railway Company without the Consent in Writing of the *London and Blackwall* Railway Company, but the Company may purchase, acquire, and take an Easement in, under, and through the Lands of the *London and Blackwall* Railway Company for the Construction of the *Metropolitan District* Railway and the Works connected therewith:

6. Suitable Works shall be constructed by the Company for facilitating the Interchange of Passenger Traffic between the *Metropolitan District* Railway and the *Blackwall* Railway, in such Manner and subject to such Apportionment of the Expense of any such Works between the Companies as shall be agreed upon between them:

7. All Works made under the Powers in this Act with or in connexion with or affecting the *Blackwall* Railway shall be constructed upon Plans to be approved by the Engineer for the Time being of the *London and Blackwall* Railway Company, or, in case of Disagreement, to be settled by Arbitration, and shall be executed under his Superintendence, and to his reasonable Satisfaction in all respects, at the Cost of the Company, subject nevertheless to the Provisions herein contained with regard to such Expenses as are to be the Subject of such Apportionment as aforesaid:

8. If by reason of any Works of the Company other than those constructed under the Superintendence of the Engineer of the *Blackwall* Railway the Traffic on the *Blackwall* Railway be interrupted or impeded, the Company shall forfeit and pay to the *London and Blackwall* Railway Company, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Hour during which such Interruption or Impediment shall continue; and the Company shall also pay and make good to the *London and Blackwall* Railway Company full Compensation for any Damage or Injury done to the *Blackwall* Railway, or to any of the Works thereof, in the Construction of the *Metropolitan District* Railway, or by any of the Works of the Company:

9. Any Dispute between the Company and the *London and Blackwall* Railway Company arising under the Provisions of

of this Section shall be settled by the Board of Trade, or by an Arbitrator appointed by that Board on the Application of either of the Companies.

For indemnifying Rectors and Impropriators of Tithes within the several Parishes on the Line of Railway.

58. And for indemnifying the Rectors or other Incumbents of the several Parishes through which the Railway, or in which the Works or Buildings belonging thereto will be constructed, and the Impropriators of the Rectories and Tithes or other Persons entitled to the Tithes of the said Parishes, their respective Successors, Heirs, and Assigns, against such Loss as might otherwise accrue to them respectively by reason of taking down or using under the Powers of this Act any Houses or other Buildings in the said Parishes or any of them: Be it enacted, That after the Occupiers of any of the said Houses or other Buildings shall have quitted the Possession thereof in pursuance of this Act, and until new Houses or other Buildings shall be erected, completed, and occupied on the Ground which shall be cleared under any of the Provisions of this Act within the said Parishes respectively, of such an annual Rent or Value that the Tithes or yearly Sums of Money by way or in lieu of Tithes for the Time being actually payable for such new Houses or other Buildings shall be fully equal to the Tithes or yearly Sum of Money by way or in lieu of Tithes payable for the Houses or other Buildings so for the Time being quitted by the Occupiers thereof as aforesaid, the Tithes, or yearly Sums of Money or customary Payments in lieu of Tithes payable in respect of the Houses or other Buildings within the said Parishes respectively which shall be so quitted as aforesaid (according to the last Assessments thereof to the Twenty-fifth Day of *March* last), or annual Sums of Money equal to the Loss in Tithes, or Sums of Money or customary Payments in lieu of Tithes, which the said Rectors and Impropriators, or other Persons entitled as aforesaid, their respective Successors, Heirs, or Assigns, may sustain by the Want of Occupiers in or by the taking down of such Houses or other Buildings respectively (estimated as aforesaid), shall be paid and payable by the Company to the said several Rectors and Impropriators or other Persons entitled as aforesaid, their respective Successors, Heirs, and Assigns, clear of all Taxes and Deductions, on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December*, by equal Payments in each and every Year, the First Payment thereof respectively to be made on such of the said Days as shall first happen after the Occupiers of any such Houses or other Buildings in the said Parishes respectively shall have quitted the same as aforesaid, and such Sums of Money to be paid and made good as aforesaid shall diminish in proportion as the Tithes or yearly Sums of Money by way or in lieu of Tithes accrue and become payable for new Houses or other Building erected, completed,

completed, and occupied on Ground which shall be so cleared within the said Parishes respectively as aforesaid; and in case such Sums of Money so made payable by the Company shall not be paid within Twenty-one Days after the same respectively shall become due the same may be recovered in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," with respect to the Recovery of Damages not specially provided for: Provided that nothing herein contained shall prejudice the Right of the said Rectors and Impropriators, or other Persons entitled as aforesaid to Tithes or yearly Sums of Money by way or in lieu of Tithes, for any Buildings which may hereafter be erected under the Powers of this Act on Ground now vacant.

Certain Notices to be given.

59. The Company shall not enter on or take any Tenement under the Powers of this Act until the Expiration of Six Months after serving Notice in Writing of the Intention to take the same on the Party assessed for the Poor Rate of such Tenement by serving such Notice at such Tenement.

As to Lands and Works common to Metropolitan Railway and to Company.

60. And whereas the Lands required for the Purposes of this Act and the Works to be executed in pursuance of this Act may be in some Instances identical with the Lands which the *Metropolitan* Railway Company are authorized to purchase and with the Works which the same Company are authorized to execute under the Powers of Acts passed in the present Session of Parliament, and it is fitting that the Compensation to be paid to the Owners, Lessees, and Occupiers of the said Lands, and that the Expense of executing the said Works and incidental thereto, should be shared between the Two Companies: Wherefore, in order to prevent any Dispute as to the Property in the said Lands, and the Nature and Extent of the Tenure thereof by 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 the Cost of executing the Works common to both Companies or in the Execution or Use of which both Companies may be concerned: Be it enacted, That if any Difference shall arise between the Two Companies respecting any of the Matters aforesaid, such Differences shall from Time to Time be settled by an Arbitrator to be appointed by the common Consent of both Companies, or in default of such Consent to be appointed by the Board of Trade.

As to Rights and Protection of Metropolitan Board of Works.

61. And whereas Part of the Railways hereby authorized is intended to be constructed in immediate Connexion with the Embankment on the North Side of the *Thames*, the Construction of which by the Metropolitan Board of Works is authorized by "The *Thames* Embankment Act, 1862," and other Part of the said Railways is

is intended to be constructed in connexion with the new Street from *Blackfriars Bridge* to the *Mansion House* in the City of *London*, the Construction of which by the said Board is authorized by "The Metropolis Improvement Act, 1863," and inasmuch as the Property which may be taken or injuriously affected for or by the said Embankment and Street may be the same as may be required for the Purposes of this Act: Be it enacted as follows:

Certain Works not to be done without Sanction of Metropolitan Board of Works.

Subject to the special Provisions of this Act, in constructing the Railway and Works in connexion with the said Embankment and Street, the Company shall not, without the previous Consent of the Board in Writing under their Common Seal, do any of the following Things; namely,

(1.) Deviate laterally at any Point from the Centre Line of the Railway laid down on the deposited Plans beyond Ten Feet:

(2.) Deviate vertically at any Point from the Levels shown on the deposited Sections:

(3.) Construct, excepting at *Westminster Bridge* and in connexion with the *Charing Cross* Railway, and at the End of *Norfolk Street*, any Station or Work connected with or for the Purposes of a Station under or on the Site of the said Embankment or Street:

(4.) Construct any Work, except the said Stations in connexion with the *Charing Cross* Railway and at *Norfolk Street*, so that the same will project above the Surface of the said Embankment or Street:

The Company shall execute all Works in connexion with the said Embankment and Street under the Superintendence and to the Satisfaction of the Engineer of the Board:

provided that before the Company shall construct any Station or Works belonging thereto or in connexion with the *Charing Cross* Railway, or at the End of *Norfolk Street*, and also with respect to so much of the Station at *Westminster Bridge* as will be constructed underneath the Embankment, they shall submit Plans and Sections thereof to the Metropolitan Board of Works for the reasonable Approval of the Board; and the same Stations and Works shall be constructed in conformity with the Plans and Sections so approved and under the Superintendence of the Board: Provided also, that the Board shall not so exercise the Powers granted to them by this Enactment as to prevent either the due Ventilation or Light of the same Stations and Works:

Company to pay to the Metropolitan Board 200,000*l.*

The Company shall pay to the said Board in respect of the Right to make the Railway in connexion with the said Embankment and Street the Sum of Two hundred thousand Pounds to cover any

in respect of Right to make Railway, &c.

any increased Outlay, save as is herein-after mentioned, which may be incurred by the said Board for the Purposes of the Railway, or by reason of the Construction thereof, and to cover all Claims of the said Board in respect of any Lands occupied by the Construction of the Railways hereby authorized between *Westminster Bridge* and the Point in the new Street which the Board are authorized to construct between *Blackfriars Bridge* and the *Mansion House*, at which the said Railways diverge to the Eastward of such Street, and shall also pay such further Sum as the Referee shall think fit, in respect of any additional Land to be taken for Stations; and every such Sum as aforesaid shall be paid at such Times and in such Proportions as shall be settled and prescribed from Time to Time by the Referee herein-after appointed:

No Buildings or other Erections shall be placed on any Land reclaimed and enclosed under the Powers of this Act between the Embankment to be so made and the present left Bank of the River without the Consent of the Board in Writing under their Common Seal, unless for such Stations and other necessary Works as are hereby expressly authorized, or as shall be made with the Approval of the Metropolitan Board of Works as herein-before provided, and such Buildings as may be reasonably required by the *City of London* Gas Company for the inoffensive Conduct of the Business of that Company, not being Buildings for the Manufacture or Storage of Gas; but the Plans and Elevations of Buildings so required by the said Gas Company shall previously to the Execution thereof be submitted to the Board for their reasonable Approval:

The Company shall in any Event pay all such Compensation as the Owners, Lessees, or Occupiers of Property may be entitled to receive by reason of the Formation for the Purposes of the Railway between the *Temple* and *Blackfriars Bridge* of a solid Embankment instead of a Viaduct, or by reason of the Execution of the Works by this Act authorized; and any such Owner, Lessee, or Occupier shall not have any Claim whatever against the Board for any such Compensation; and also, in the event of any Compensation being recovered by any other Owner, Lessee, or Occupier in respect of the Injury resulting from the Formation of the Railway, or the Construction of the Works thereof, the Company shall pay such Portion thereof as the Referee shall think fit:

The Company shall bear harmless and indemnify the Board against any Loss or Expense which may be sustained by them by the rescinding or Alteration of any Contract entered into by the Board with reference to the Construction of the said Embankment

ment and Street which, in the Judgment of the Referee, may be rendered necessary or expedient by the passing of this Act:

The Referee for settling the Matters aforesaid between the Company and the Metropolitan Board of Works shall be the Right Honourable *Edward Henry Stanley*, commonly called Lord *Stanley*, and in the event of his dying, or declining or becoming incapable to act, the Vacancy so made shall be supplied by the Appointment of another Referee by One of the Judges of the Superior Courts at *Westminster*, in manner prescribed by "The Common Law Procedure Act, 1854," and all the Powers and Provisions of the said last-mentioned Act shall be applicable to the Reference by this Section enacted; the Referee may, if he thinks fit, make several Awards, each on Part of the Matters referred, instead of One Award, and every such Award shall be binding as to all the Matters to which it relates.

Disputes between Board and Company to be settled by Arbitration.

62. Subject to the Provisions of this Act, if any Difference shall arise between the Engineer of the said Board and the Engineer of the Company with respect to the Mode of Construction of the Railway and Works in connexion with the said Embankment and Street, such Difference shall from Time to Time be determined by an Engineer to be appointed by the common Consent of the Board and the Company, or in default of such Consent by the Board of Trade: Provided that if the Engineers of the Board and the Company shall before commencing such Works, or afterwards from Time to Time, determine on an Engineer as Standing Arbitrator, the Differences from Time to Time arising as aforesaid shall be settled by such Arbitrator so long as he continues in Office.

Works of Board not to be suspended.

63. Nothing in this Act contained shall prevent the Metropolitan Board of Works from proceeding with the Construction of the *Thames* Embankment and Road under the Powers now possessed by them in the event of the Company not being prepared to proceed simultaneously in the Construction of their Railway and Works.

Company empowered to break up Streets.

64. Subject to the Provisions of this Act, the Company may in making and maintaining the Railways enter upon and use such of the Streets shown upon the said Plans and mentioned in the said Books of Reference as may be necessary; and the Company, under such Superintendence as is herein-after mentioned, may open and break up the Soil and Pavement of the Streets for the Purpose of laying down and maintaining the Railways, and as often as Occasion shall require, for the Purpose of repairing and maintaining the same; and for the Purposes aforesaid, or any of them, the Company may remove and use all Earth and Materials in and under such Streets, and do all other Acts which the Company shall from Time to Time deem necessary

necessary for making, laying down, repairing, or maintaining the Railways.

Notice to be served on Persons having Control, &c., before breaking up Streets.

65. Before the Company open or break up the Soil or Pavement of any Street, or any Part thereof, they shall give to the Persons under whose Control or Management the same may be, or to their Clerk, Surveyor, or other Officer, Notice in Writing of their Intention to open or break up the same, not less than Ten clear Days before beginning such Work, except in Cases of Emergency, and then and in such Case as soon as possible after the Beginning of the Work or the Necessity of the same shall have arisen; and the Company shall attend to the reasonable Directions of such Clerk, Surveyor, or Officer, with a view to secure the free Passage of Traffic in the said Streets, and to prevent any needless Injury to the said Streets, and if any Difference shall arise between the Company and such Clerk, Surveyor, or other Officer, touching the Directions so given, the Matter in difference shall be referred to the Decision of some Person to be appointed by the Chief Magistrate of the Police Office at *Bow Street*, and the said Chief Magistrate shall determine the Remuneration of such Referee, and such Remuneration shall be paid by the Company.

If the Persons having the Control, &c. fail to superintend, Company may perform Work without them.

66. Provided always, That if the Persons having such Control or Management as aforesaid, and their Officer, fail to attend at the Time fixed for the opening of such Street, after having had such Notice of the Intention of the Company as aforesaid, or shall refuse or neglect to superintend the Operation, the Company may perform the Work specified in such Notice without the Superintendence of such Persons or their Officer.

Streets broken up to be reinstated without Delay.

67. When the Company shall open or break up the Soil or Pavement of any Street, or any Part thereof, whether for the Purpose of constructing or maintaining the Railways hereby authorized, or for any other Purpose whatever, they shall, with all convenient Speed, complete the Work for which they shall have broken up the same; and, excepting where the Soil or Pavement is interfered with permanently, the Company shall fill in the Ground and reinstate and make good the Soil or Pavement so opened or broken up by them, and carry away the Rubbish occasioned thereby, and shall at all Times, whilst any such Soil or Pavement shall be so opened or broken up by them, except as aforesaid, cause the same to be fenced and guarded, and shall cause a Light sufficient for the warning of Passengers to be set up, and kept there every Night during which such Soil or Pavement shall continue open or broken up.

68. If

Penalty for Delay in reinstating Streets, &c.

68. If the Company open or break up any Street without giving such Notice as aforesaid, or shall refuse or neglect to obey such reasonable Directions as aforesaid, or shall make any unnecessary Delay in completing any such Work or in filling in the Ground or reinstating and making good the Soil or Pavement so opened or broken up by them, except as aforesaid, or in carrying away the Rubbish occasioned thereby, or if they neglect to cause the Place where such Soil or Pavement has been broken up by them to be fenced, guarded, and lighted, they shall forfeit to the Persons having the Control or Management of the Street in respect of which such Default is made a Sum not exceeding Five Pounds for every such Offence, and an additional Sum of Five Pounds for each Day during which any such Default as aforesaid shall continue after they shall receive Notice thereof.

In case of Delay, other Parties may reinstate and recover Expenses.

69. If any Delay or Omission as aforesaid shall take place, the Persons having the Control or Management of the Street in respect of which such Delay or Omission shall take place may cause to be executed the Work so delayed or omitted, and the Expense of executing the same shall be repaid to such Persons by the Company, and such Expenses may be recovered in the same Way as Damages are recoverable under this Act: Provided always, that any such Street shall not be considered to have been reinstated in a proper and substantial Manner by the Company unless the same shall have been reinstated with the same or similar Materials of the like Quality and Thickness, and cemented and bound together in the same or in an equally substantial Manner as those of which it was composed, in such Manner as shall be satisfactory to the Persons having Control of such Street.

All Works affecting Water and Gas Companies to be executed to the Satisfaction of their Engineers.

70. 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 entire Satisfaction and under the sole Direction of and in such Manner as shall be required by 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.

Penalty for interrupting the Supply

71. If any Interruption whatsoever in the Supply of Water or Gas by any Company shall be in any way occasioned by the Com-

of Water or Gas.

pany, 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 Hour during which such Interruption shall continue, such Sum to be recovered by such Company in any Court which would be competent to adjudicate upon the Sum claimed if it were a Simple Contract Debt and not a Debt created by Statute.

Repairs of Waterpipes to be borne by Company in certain Cases.

72. Provided always, That the Expense of all Repairs or Renewals of the said Pipes or Mains, or any Works in connexion therewith, which may at any Time hereafter be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, shall be borne and paid by the said last-mentioned Company, and may be recovered against them by the respective Water and Gas Companies, as the Case may be, in any such Court.

Water and Gas Companies empowered to lay and repair Pipes on Lands of Railway Company.

73. It shall be lawful for any of the said several Water and Gas Companies, and the Engineers, Workmen, and others in their respective Employment, at all Times when it may be necessary, to enter upon the Railway, Lands, and Premises of the Company, at any Point or Place where there are existing any Mains or Pipes of such Company, and to do all such Works in and upon such Railway, Lands, and Premises as may be necessary for repairing, maintaining, or removing or replacing such Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing such Water or Gas Company, or their Engineers or Workmen, or others in the Employ of such Company, shall not interrupt the Traffic passing on the Railway, or any of the Railways by this Act authorized; and provided also, that such Water or Gas Company shall make good and reimburse to the Company all Damages to the Railways, or any of the Railways and Works by this Act authorized, occasioned by the Exercise of the Powers by this Clause reserved: Provided also, that nothing in the present Section shall affect any Right or Power vested in the Metropolitan Board of Works, or any District Board, Vestry, or other local Authority, with reference to the breaking up of or Interference with the Streets under their respective Jurisdiction.

Providing for Extension of Water Supply.

74. In every Case in which the Works of the Company shall interfere with the Mains of the *New River* Company the Company shall give every reasonable Facility for Provision being made when required by and at the Expense of the *New River* Company so as to allow such Mains to be replaced by Mains of a larger Size, and enable the said Company to supply the increasing Demands of the Public; and if any Difference shall arise between such Engineer and the Company

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as to the Extent of such Facility, the same shall be settled by an Engineer to be appointed by the Board of Trade, under the Hand of One of their Secretaries at the Request of either Company.

For Protection of Sewers of Metropolitan and other Boards.

75. Where any of the intended 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 Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," or with any Sewers or Works to be made or executed by the said Boards or Vestry or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry as the Case may be for the Time being, with a Plan and Sections showing the Dimensions and the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as such Boards or Vestries shall reasonably require for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to, 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 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 reasonable Costs, Charges, and Expenses in all respects of the Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestries respectively, and be maintained by them, as the

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.

Low Level Sewer.

76. The Company shall, in the event of their being so requested by the Metropolitan Board of Works, and at the Expense of such Board, construct the intended Low Level Sewer under and in the same Trenches with the Railway from the Junction of *Earl Street* and *Cannon Street* to *Trinity Square*, and the Board shall indemnify the Company against any Claims for Compensation which may arise from the Construction of such Sewer, and pay any additional Expense which may be caused to the Company by such Construction; and if any Difference shall arise between the Company and the Board as to the Amount of such additional Expense, such Difference shall settled by an Arbitrator to be nominated by their respective Engineers.

As to Subway and Low Level Sewer.

77. The Company shall pay to the Board such extra Expense necessarily consequent on the Alteration of the Subway and Low Level Sewer from the East End of the *Temple Gardens* and *Blackfriars Bridge* as may be occasioned by the Execution of the Works authorized by this Act.

Width and Headway for Roads and Streets not expressly provided for.

78. With respect to any Road, Street, or Way within the Area under the Jurisdiction of the Metropolitan Board of Works, be it enacted, That wherever the Railway shall be carried across any public Carriage Road or public Street it shall, unless where otherwise expressly authorized by this Act, or allowed by the Metropolitan Board of Works, be made and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists), and with a Headway of a clear Height of not less than Sixteen Feet throughout the whole Width of the Carriageway of such Road or Street; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution of the said Works, and shall 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 reasonable Costs, Charges, and Expenses in all respects of the said Company; and all reasonable Costs, Charges, and Expenses of the Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of

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the Works, the Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the Board by the said Company, on Demand: Provided, that if the said Board and the Company shall differ as to any such Plans, Elevations, and Sections as aforesaid, or the Mode of carrying out the same, or any other Matter or Thing arising out of this or the preceding Clause, every Difference shall, on the Application of the said Company, or of the said Metropolitan Board, be referred to an Engineer to be named by the Board of Trade to determine the same.

Works affecting Sewers in the City of London to be under Superintendence of Commissioners of Sewers of the City of London.

79. Nothing in this Act contained shall extend or be deemed or construed to extend to enable the Company to execute any Work or do any Act which may interfere with or affect any Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock, or Work within the Jurisdiction or subject to the Survey, Order, or Control of the Commissioners of Sewers of the City of *London* or their Successors until the said Company shall have given to the Commissioners of Sewers of the City of *London* or their Successors Ten Days previous Notice in Writing of their Intention to execute such Work, accompanied by a Plan and Section showing the Course, Depth, Inclinations, and other necessary Particulars thereon, and until the said Commissioners or their Successors shall have signified their Approval of the same, unless the said Commissioners do not signify their Approval, Disapproval, or other Directions within Ten Days after Service of the said Notice, Plan, and Sections upon the Principal Clerk of the said Commissioners for the Time being; and the said Company shall comply with and conform to the reasonable Orders, Directions, and Regulations of the said Commissioners and their Successors in the Execution of the said Works; and where the Commissioners shall signify their Disapproval, the Matter in Difference shall be settled by an Engineer to be appointed by the Board of Trade; and where, by reason of the Execution of any Works or the doing of any Acts by the Company, it shall become necessary to alter, divert, reconstruct, or otherwise interfere with any Works, except Pavements of or under or subject to the said Commissioners or their Successors, the Company shall execute at their own Expense all such Works as shall become necessary thereby, to the reasonable Satisfaction and under the Direction of the said Commissioners and their Successors, and shall save harmless and keep indemnified the said Commissioners and their Successors against any Expenses consequent upon any such Alteration, Diversion, Reconstruction, or Interference; and all new, altered, or substituted Works shall be as fully and effectually under the Control of the said Commissioners and their Successors as any other Works under their Control.

Local Rates to be made good.

80. If and while the Company are possessed under this Act of any Lands assessed or liable to be assessed to any Sewers Rate, Consolidated Rate, Poor Rate, Police Rate, Main Drainage Rate, Church Rate, Tithe Rate, or other Parochial or Ward Rate, they shall from Time to Time, until the Railways or the Works thereof are completed and assessed or liable to be assessed, be liable to make good the Deficiency in the Assessment for such Rates by reason of those Lands being taken or used for the Purposes of the Railways or other Works by this Act authorized, and the Deficiency shall be computed according to the Rental at which those Lands, with any Buildings thereon, were rated at the Time of the passing of this Act, or according to the Amount of the Tithe Rate payable in respect of such Property.

Lands for extraordinary Purposes.

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

Powers for compulsory Purchases limited.

82. Subject to the Provisions of this Act the Powers by this Act conferred for the compulsory Purchase of Land shall not be exercised after the Expiration of Four Years from the passing of this Act with respect to all the Railways.

Period for Completion of Railways.

83. The Railways and Works in connexion with the *Thames* Embankment and Street shall be completed within Five Years, and all other Works authorized by this Act shall be completed within Seven Years from the passing of this Act, and on the Expiration of such Periods respectively the Powers by this Act granted to the Company for making the Railways or otherwise in relation thereto shall cease to be exercised for the Construction of the said Railways respectively (except as to so much of the Railways as shall then be completed).

Mode of Settlement prescribed in Sec. 121. of 8 & 9 Vict. c. 18. to apply to certain Claims.

84. All Claims for Compensation made upon the Company shall, if the Person claiming to be entitled to Compensation has no greater Interest than as Tenant for a Year, or from Year to Year, in the Lands in respect of which the Compensation is claimed, be determined in manner provided by the 121st Section of "The Lands Clauses Consolidation Act, 1845."

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

85. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Seven hundred and three thousand two hundred and ninety-six Pounds Fourteen Shillings Three *per Centum* Bank Annuities, being equal to a Sum of Six hundred and forty thousand Pounds, and being Eight *per Centum* on the Amount of the Estimate of Expense of the Railways originally proposed to be authorized

rized by this Act, has been transferred into the Name and with the Privity of the Accountant General of the Court of Chancery in *England*, pursuant to the said Act in respect of the Application to Parliament for this Act; but inasmuch as Part of the Undertaking originally proposed is abandoned the Estimate of Expense of the Railways authorized by this Act is reduced to the Sum of Three millions six hundred thousand Pounds: Be it enacted, That, notwithstanding anything contained in the said recited Act, so much of the said Sum of Seven hundred and three thousand two hundred and ninety-six Pounds Fourteen Shillings Three *per Centum* Bank Annuities as was at the Time of the Transfer thereof equal to the Sum of Two hundred and eighty-eight thousand Pounds (being Eight *per Centum* on the said reduced Estimate), so transferred as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivor or Survivors of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of such 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 Lords of the said Committee, such Portion of the said Sum of Money transferred as aforesaid as was at the Time of such Transfer equal to the Sum of Two hundred and eighty-eight thousand Pounds, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Two hundred and eighty-eight thousand Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Two hundred and eighty-eight thousand Pounds if

the Company shall not within the Time limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Portion of the said Sum of Money so transferred as aforesaid as was equal to the Sum of Two hundred and eighty-eight thousand Pounds at the Time of such Transfer, and the Interest or Dividends thereof, shall 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; and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest and Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid, and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Court of Chancery may order Payment of surplus Deposit.

86. The Court of Chancery may order that so much of the said Sum of Seven hundred and three thousand two hundred and ninety-six Pounds Fourteen Shillings Three Pounds *per Centum* Bank Annuities as was at the Time of the said Transfer equal to the Sum of Three hundred and fifty-two thousand Pounds, and any Dividends thereon, may be transferred and paid to the Company, or to such Persons or Person as the Company may appoint on that Behalf; and upon such Order being made such Portion of the said Sum of Seven hundred and three thousand two hundred and ninety-six Pounds Fourteen Shillings Three Pounds *per Centum* Bank Annuities as was at the Time of the said Transfer equal to the Sum of Three hundred and fifty-two thousand Pounds, and the Dividends thereon, shall be transferred and paid to the Company, or to such Person or Persons as the Company shall appoint.

Tolls.

87. It shall be lawful for the Company to levy and demand for the Use of the Railways, or of any Part of the Railways, and of Carriages and locomotive Power, Sums not exceeding the following; (that is to say,)

For every Passenger conveyed in or upon a First-class Carriage, Sixpence:

For

For every Passenger conveyed in or upon a Second-class Carriage, Fourpence:

For every Passenger conveyed in or upon a Third-class Carriage, Threepence:

For Parcels not exceeding Seven Pounds in Weight, Twopence:

For Parcels exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Threepence:

For Parcels exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Fourpence:

For Parcels exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Sixpence:

For Parcels or Goods exceeding Fifty-six Pounds in Weight, such Sum as the Company think fit.

Passengers Luggage.

88. Every Passenger travelling upon the Railways 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.

Restriction as to Charges not to apply to Special Trains.

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

Trains for Labouring Classes.

90. The Company shall and they are hereby required after the opening of the Railways between *Kensington* and *Trinity Square* to run on every Day, excepting *Sundays*, *Christmas Day*, and *Good Friday*, a Train in the Morning from *Kensington* to *Trinity Square*, and a Train in the Evening from *Trinity Square* to *Kensington*; and the said Trains shall stop at every Station, and shall run at such Hours not being later than Seven in the Morning or earlier than Six in the Evening, as may be most convenient for the Labouring Classes resident at or beyond or in the Neighbourhood of the Railway, and resorting to or returning from their Work in the Neighbourhood of or beyond the Railway; and the Fares shall not exceed One Penny *per* Passenger for each such Journey: Provided that, in case of any Complaint made to the Board of Trade of the Hours appointed by the Company for such Trains, the said Board shall have Power to fix and regulate the same from Time to Time; and also that if in any continuous Period of Six Months it shall be found that less than One hundred Passengers on the Average shall have been conveyed by each of such Trains, the Company on Proof of that Fact to the Satisfaction of the Board of Trade may discontinue

the running of such Trains; but the said Board may at any Time order the Resumption thereof by the Company if it shall seem to the said Board desirable so to do.

Power to grant Building Leases in first Instance of certain superfluous Lands.

91. And whereas the Company may in the Construction of the Railways be compelled to purchase and pull down various Houses and Buildings, and the Sites thereof may not be wholly used or may not be required for the Purposes of the Railways, and inasmuch as the Railways are wholly within or in immediate Proximity to the Metropolis, it is expedient that the Company should be enabled, and they are subject to the Provisions of this Act hereby enabled to grant Building Leases of Lands which they may so be compelled to purchase but not require for the Purposes of their Railways (but without Prejudice to the Provisions of "The Lands Clauses Consolidation Act, 1845," requiring within the prescribed Period the Sale of superfluous Lands,) for such Terms of Years, at such Rents, and subject to such Covenants, Conditions, and Stipulations as the Company shall deem expedient with reference to the special Circumstances of each Demise; but every such Lease shall be granted within the Period prescribed by "The Lands Clauses Consolidation Act, 1845," for the Sale of superfluous Lands, and any Lands comprised in any such Lease shall (subject to such Lease) be sold within the Period prescribed, and in default of Sale shall vest as provided by "The Lands Clauses Consolidation Act, 1845," with reference to superfluous Lands: Provided always, that whenever by vesting in various Owners or otherwise the Reversion upon any such Lease shall be severed the Rent may be apportioned by Agreement between such Owners, and if such Apportionment be not so settled the same shall be settled by an Arbitrator appointed by the Board of Trade, and after such Apportionment the Owner of each Part of the Reversion shall, in respect of the apportioned Rent allotted or belonging to him, have the Benefit of all Conditions or Powers of Re-entry for Nonpayment of the original Rent, in like Manner as if such Conditions or Powers had been reserved to him as incident to his Part of the Reversion in respect of the apportioned Rent allotted or belonging to him.

Company not bound to carry Manure, &c.

92. Nothing herein contained shall render it compulsory on the Company to carry on the Railways Nightsoil, Dung, Manure, Compost, or other offensive Matter.

Facilities to be given to London and North-western Railway Company.

93. The Company shall in respect of all Passenger Traffic to and from the *London and North-western* Railway to and from any Station on the Railways of the Company afford all necessary Facilities for the due Transmission of such Traffic over the Railways of the Company as well as if it were their own proper Traffic, such Facilities to include Through Booking, and Through Rates and Fares upon

upon equal Mileage Terms; and if the Company shall hereafter grant to any other Company any Facilities or Privileges in respect of their Traffic, they shall, on Demand, grant the like Facilities and Privileges on the like Terms to the *London and North-western* Railway Company; and if any Difference or Dispute arise as to this Provision the same shall be settled by Arbitration, in manner provided by "The Railway Companies Arbitration Act, 1859," and the Arbitrator shall have Power by his Award to award any Damages he may think equitable to either Party.

Authorizing Agreements with other Companies.

94. The Company on the one hand and the Railway Companies having Termini constructed or authorized to be constructed within the Metropolis, or any of such Railway Companies, on the other hand, may from Time to Time enter into Agreements with respect to the Use of the said intended Railways and Works or any Part or Parts thereof respectively, and the Conduct of the Traffic thereon, and the Payments to be made, and the Conditions to be performed with respect to such Use; and the Company and the *Metropolitan* Railway Company may enter into similar Contracts, not only with respect to the Undertaking authorized by this Act, but also with respect to the Undertaking of the *Metropolitan* Railway Company: Provided that the Company shall not by any such Contract or otherwise give to any other Company, directly or indirectly, Control over the Undertaking, or over any Part thereof, excepting the Branch communicating with the Railway of the contracting Company, or give to any Company Privileges or Advantages with respect to the Accommodation, Conveyance, Interchange, and Delivery of Traffic which for like Considerations it does not give or will not give to all other Companies with whose Railways the Undertaking communicates.

Providing for Amalgamation with Metropolitan Railway Company.

95. And whereas the Railways authorized by this Act will, as stated in the Preamble, form a Continuation of the *Metropolitan* Railway, and it is expedient that Provision should be made for amalgamating the same with the *Metropolitan* Railway Company if that Company shall so desire and Parliament shall authorize such Transfer: Be it enacted, That if before the First Day of *November* One thousand eight hundred and sixty-four either Company shall, in Writing under their Common Seal, give to the other Company Notice of their Desire that the Undertakings of the Two Companies should be amalgamated, then the Company hereby incorporated shall either themselves take the necessary Steps for obtaining an Act for such Amalgamation, or shall concur in the Application to Parliament of the *Metropolitan* Railway Company for such an Act: Provided that the pecuniary and other Terms of such Amalgamation shall be agreed upon between the Two Companies.

96. Nothing

Saving Rights of the Crown.

96. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize 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, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors, and particularly that nothing in this Act shall vary or affect any of the Provisions of Sections 71 to 78, both inclusive, of the "*Thames* Embankment Act, 1862."

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

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

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

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

Short Title. Expenses of Act.

99. This Act may be cited as "The *Metropolitan District* Railways Act, 1864," and all the Expenses of obtaining this Act or preparatory or incident thereto shall be paid by the Company.

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