ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. cxvii.

An Act to confer further Powers upon the *Metropolitan* Railway Company with reference to certain Works and Lands, and to authorize the Lease or Transfer of the Undertaking of the *Hammersmith and City* Railway Company, and Arrangements with other Parties; and for other Purposes. [19th *June* 1865.]

WHEREAS since the various Railways now constituting the Undertaking of the *Metropolitan* Railway Company (herein-after called "the Company") were authorized divers other Railways and Works, which will be in connexion with the Undertaking of the Company, have been sanctioned by Parliament, and it is expedient that the Company should be empowered to increase the Station and other Accommodation of their Undertaking, and also to alter, straighten, and improve the Portion of their authorized Line of Railway from the *Edgware Road* to the *Great Western* Hotel: And whereas the *Hammersmith and City* Railway is worked in connexion with the Railway of the Company over a Portion of the *Great Western* Railway, and it is expedient that Powers should be given to the Company, or to the Company and the *Great Western* Railway Company jointly, to lease or acquire the

the Undertaking of the *Hammersmith and City* Railway Company (in this Act called "the *Hammersmith* Company"): And whereas it is expedient to make further Provision for the dealing with, leasing, or disposing of certain Lands and Houses adjacent to, over, or attached to the Railway, and for other Matters in this Act expressed, and that certain Agreements with other Companies and Parties should be authorized: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Metropolitan* Railway Act, 1865."

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

2. "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 II. of "The Railways Clauses Act, 1863," are incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act whenever the Words "the Company" are used the same shall be held to mean the *Metropolitan* Railway Company; and the Expression "the Railway" means the *Metropolitan* Railway, and the Railways, Branches, and Works connected therewith, as authorized to be made under the Provisions of this Act, and the Expression "the *Metropolitan* Railway Acts" means "the *Metropolitan* Railway Act, 1854," and the several other Acts relating to the *Metropolitan* Railway.

Same Meanings to Words in this Act as in incorporated Acts.

4. The several Words and Expressions to which by the Acts incorporated herewith Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Power to make Railway according to deposited Plans.

5. And whereas Plans of the altered Line of Railway and Works authorized by this Act showing the Line and Levels thereof, and describing the Lands which the Company may purchase for the several Purposes and under the Powers of this Act, and Sections showing the Levels of the altered Line of Railway, with Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of those Lands, have been deposited with the Clerks of the Peace for the County of *Middlesex* and for the City of *London*, and such Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: Therefore

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it shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, and to the Powers of Deviation given by those Acts and "The *Metropolitan* Railway Act, 1854," to make and maintain the Railway and Works herein-after described, with all proper Stations, Works, and Conveniences connected therewith, in the Line or Course shown on the said Plans, or in any Line or Course within the Limits of lateral Deviation thereon defined, and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections; and the Company may enter upon, take, and use the Lands delineated on the said Plans, and described in the said Books of Reference or such of them as they may require for all or any of the Purposes of this Act and the *Metropolitan* Railway Acts, and may appropriate and use the Subsoil of the Streets, Roads, and Highways shown on the said Plans, within the Limits of Deviation, and described in the Books of Reference thereto.

As to certain Plans deposited with Vestry Clerks.

6. And whereas by "The Railways Clauses Consolidation Act, 1845," it is provided that a Certificate of any Omission, Misstatement, or erroneous Description in certain Plans and Books of Reference therein referred to should be deposited with the Parish Clerks of the several Parishes in *England* in which the Lands affected thereby should be situate; and it is also provided that certain Plans and Sections of such Alterations in the original Plans and Sections as shall have been approved of by Parliament should also be deposited with the Clerks of the several Parishes, and be retained and produced by them for Inspection in manner therein mentioned: And whereas, in compliance with the present Standing Orders of both Houses of Parliament, the several Plans, Sections, and other Documents heretofore required to be deposited with the Parish Clerks are, in respect of Lands in any Parish comprised in "The Metropolis Management Act, 1855," to be deposited with the Vestry Clerk if the Parish be in Schedule (A.) to that Act, and with the Clerk of the Board of Works for the District if the Parish be in Schedule (B.) of such Act: Therefore, with reference to and for all the Purposes of this Act, in all the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to the Matters aforesaid, the Expression "Parish Clerks of the several Parishes," or "Clerks of the several Parishes," shall be read and construed as if in that Act the Expression "Vestry Clerk of the Parish" (if the Parish be in the said Schedule (A.)), and "Clerk of the Board of Works of the District" (if the Parish be in Schedule (B.) of the said Metropolis Management Act), as the Case may be, had been used and inserted in lieu of the Expression "Parish Clerks" or "Clerks of the several Parishes," as the Case may be.

Describing Lands to be taken.

7. Subject to the Provisions of this Act, the Lands and Houses delineated on the deposited Plans, and described in the Books of Reference

Reference thereto, which the Company may purchase and take under the Powers of this Act for any of the Purposes of the *Metropolitan* Railway Acts are the following; (that is to say,)

Lands and Houses in the Parish of *Saint Giles Without, Cripplegate*, in the City of *London*, situate on the Southern Side of the Southern Limits of lateral Deviation shown on the deposited Plans referred to in "The *Metropolitan* Railway (*Finsbury Circus* Extension) Act, 1861," and on the Plans referred to in "The *Metropolitan* Railway Act, 1863," and lying between the Passage or Court called *Jacob's Well* on the West and *Milton Street* on the East, including the Site of the *Whitecross Street Prison*, and the Yards, Buildings, and Premises attached thereto, and between *Moor Lane*, *Maidenhead Court*, and *Fore Street*:

Lands and Houses partly in the City of *London* or the Liberties thereof, and partly in the County of *Middlesex* and in the Parishes, Liberties, and Places of *Saint James*, *Clerkenwell*, *Saint John*, *Clerkenwell*, *Saint Sepulchre*, *Middlesex*, *Saint Sepulchre*, *London*, *Saint Andrew*, *Holborn*, *Saint Andrew*, *Holborn above Bars*, *Saffron Hill*, *Hatton Garden*, *Ely Rents*, and *Ely Place*, or some or One of them, situate at or near *Victoria Street* otherwise called *Farringdon Road*, and lying between such Road, *Ray Street*, *Little Saffron Hill*, *Great Saffron Hill*, *Kirby Street*, and *Charles Street*, including *Saint Peter*'s Church or any Part of the Site thereof:

Lands and Houses in the Parish of *Saint Mary Abbot*, *Kensington*, in the County of *Middlesex*, situate on the Eastern Side of and within the Distance of Forty Yards from the Limits of lateral Deviation defined on the deposited Plans referred to in "The *Metropolitan* Railway (*Notting Hill* and *Brompton* Extension) Act, 1864," and abutting on the North on *High Street*, *Kensington*, and on the South on the Playground of the *Kensington* Proprietary School.

Describing Works.

8. The Works which the Company may execute under the Powers of this Act are the following; (that is to say,)

A Deviation in the Line of the Western Extension authorized by "The *Metropolitan* Railway Act, 1854," and altered by "The *Metropolitan* Railway (Additional Powers) Act, 1864," such Deviation to be wholly situate in the Parish of *Paddington* in the County of *Middlesex*, and to commence by a Junction with the altered Line authorized by the last-mentioned Act at or near the Place where such altered Line is intended to cross *Sale Street*, and to terminate by a Junction with the present authorized Western Extension opposite the *Great Western* Hotel, between *London Street* and *Spring Street*; and in connexion with such Deviation and the Western Extension the Company may also take

take additional Lands and Houses lying between *Market Street*, *Praed Street*, *Sale Street*, and the *Edgware Road*.

Questions of disputed Compensation in London to be heard in the LordMayor's Court.

9. In every Case in which any Question of disputed Compensation shall be required to be determined by the Verdict of a Jury in the City of *London* or the Liberties thereof, the Jury shall be required to appear before the Court of the Mayor and Aldermen of the City of *London*, to be holden in the Outer Chamber of the Guildhall of the said City, according to the Custom of the said City, at a Time to be appointed by the said Court; and all the Directions and Provisions contained in "The Lands Clauses Consolidation Act, 1845," in respect to the Settlement of disputed Compensation by Juries appearing before the Sheriff, Coroner, or other Person, shall extend and be applied with respect to the Settlement of any such Questions of disputed Compensation under this Act by Juries appearing before the said Court of Mayor and Aldermen as aforesaid; and the said Court shall give Judgment for the Purchase Money or Compensation assessed by such Jury, and a Verdict and Judgment shall be signed by the Registrar of the said Court of Mayor and Aldermen, and entered among the Records of the said Court, and the said Registrar shall settle the Costs of every such Inquiry.

Company may stop up Streets, &c.

10. Subject to the Provisions of this Act, the Company, in executing the Works, may stop up temporarily any Street or Passage across or under which the Railway will be made; and if under the Powers of this Act any Street or Passage be permanently diverted or stopped up, the Company may appropriate and use such Streets or Passages, or Parts thereof, which may be stopped up for the Purposes of the Railway and Works.

Provision as to the stopping up or Diversion of certain Streets.

11. The Company may permanently divert and stop up the following Streets and Parts of Streets respectively; that is to say, *Castle Street* and *Onslow Street*, and that Part of *Cross Street* which is situate between *Great Saffron Hill* and *Farringdon Road*, and also that Part of *Great Saffron Hill* which is situate between *Cross Street* and *Charles Street*; provided that, contemporaneously with any such Diversion or Stoppage, the Company shall purchase under the Powers of this Act sufficient Lands for widening, in the respective Lines of Frontage marked on a Copy of the Plans herein-before referred to, signed by the Engineer of the Company and by the Surveyor of the Board of Works for the *Holborn* District (and which Copy shall be deposited with the Clerk of the Peace for the County of *Middlesex*), the several Streets or Parts of Streets following; that is to say, *Hatton Wall* or *Vine Street* between *Great Saffron Hill* and *Farringdon Road*, and also *Charles Street* between *Kirby Street* and *Farringdon Road*, and also *Cross Street* between *Great Saffron Hill* and *Kirby Street*, and so that the said last-mentioned Streets or Parts of Streets respectively shall be of One uniform Width, including

including the Footpaths, of Forty Feet; and the Lands so purchased shall, at the Cost of the Company, be paved and kept in repair for the Space of Twelve Months by the said Board of Works in a Manner similar to the Remainder of the Street of which the said Land shall form Part, and shall ever thereafter be dedicated to the Use of the Public, and be maintained, repaired, and regulated by the said Board of Works, or other the Local Authorities having the Maintenance, Repair, and Regulations of the said Streets.

Notice to be given of taking of Houses of Labouring Classes.

12. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more, occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Power to relinquish Construction of Western Extension along Praed Street.

13. The Company may relinquish the Construction of the Western Extension along any Part of the Line of *Praed Street* which may become unnecessary by reason of the Deviation authorized by this Act.

Period for Completion of Works.

14. If the Western Extension as altered by this Act shall not be completed within Three Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for executing that Extension, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Western Extension to be deemed Part of Undertaking of the Company.

15. The Western Extension as altered by this Act shall be deemed Part of the Undertaking of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the working of the Railway, the Tolls and Charges to be taken, or Trains for the Labouring Classes, or otherwise.

For securing the Completion of the Railways.

16. If the Company fail, within the Period by this Act limited, to complete the Western Extension as altered by this Act, the Company shall be liable to a Penalty of Fifty Pounds for every Day after the respective Periods so limited until the Western Extension shall be completed and opened for public Traffic, such Sum to be recoverable as a Debt due to the Crown; but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such Line by unforeseen Accident, or Circumstances beyond their Control, but the Want of sufficient

sufficient Funds shall not be held to be a Circumstance beyond their Control.

Provisions of Metropolitan Railway Acts applicable to certain specified Parties to extend to Works under this Act.

17. Except as expressly provided in this Act, all Works to be executed under the Powers of this Act shall, as between the Company and any of the following Parties, *viz.*, the Metropolitan Board of Works, the Vestry of any Parish or the District Board of any District of Parishes, the Commissioners of Sewers for the City of *London* and Liberties thereof, or any Gas Company and any Water Company, be executed subject to the several Provisions, Restrictions, and Obligations contained in the Sections herein-after specified of the *Metropolitan* Railway Acts, and those Sections shall extend and apply to the Works and Objects by this Act authorized; (that is to say,)

Of the "*Metropolitan* Railway Act, 1854:"

Section 62. Company may alter Levels for Accommodation of Sewers.

Section 106. All Works connected with certain Gas and Water Companies to be executed to Satisfaction of their Engineers.

Section 107. Penalty for interrupting Supply of Water or Gas.

Section 108. Water and Gas Companies empowered to lay and repair Pipes on Lands of Railway Company.

Of the "*Metropolitan* Railway Act, 1860:"

Section 37. Local Rates to be made good.

Of the "*Metropolitan* Railway Act, 1861:"

Section 24. Relating to Local Rates.

Sections 25 and 26. Relating to Streets in the *Holborn* District.

Of the "*Metropolitan* Railway (*Finsbury Circus* Extension) Act, 1861:"

Sections 16 to 22. Relating to the City Commissioners of Sewers.

Of the "*Metropolitan* Railway Act, 1862:"

Section 14. Relating to Building Leases.

Of the "*Metropolitan* Railway Act, 1863:"

Section 15. Relating to Sewers of Metropolitan and other Boards.

Section 17. Relating to the Execution of Works in the Parish of *Paddington*.

Section 18. Relating to the Mode of Settlement as prescribed in 121 Section of the "Lands Clauses Act."

Of the "*Metropolitan* Railway (Additional Powers) Act, 1864:"

Sections 18 and 19. With regard to the Construction of Works in the Parishes therein described.

Sections 19 & 20 of 23 & 24 Vict.

18. Section 19 of "The *Metropolitan* Railway Act, 1860," providing for the making of the Railway through *Praed Street* and *South Wharf*

c. lviii. not to apply to this Act.

Wharf Road, and Section 20 of the same Act, providing for the Means of Access to the *Grand Junction* Canal Company's Wharves, shall not apply to the Works and Purposes of this Act.

Limiting Time for compulsory Purchase of Lands belonging to W. W. Hooper, Esq., and others.

19. The Company shall not, after the Twenty-first Day of *July* 1866, purchase otherwise than by Agreement any Lands or Hereditaments belonging to *William Wills Hooper* and *Helen* his Wife, *William English*, *Alfred English*, and *Henry Anderson*, or either of them, situate in the Parish of *Paddington* in the County of *Middlesex*.

Company to pay certain Sums to Ecclesiastical Commissioners in respect of St. Peter's Church.

20. The Company shall not take possession of *St. Peter*'s Church, *Saffron Hill*, or of the Schools of the Parish of *St. Peter*, and shall not carry their Railway or Works under or in any Manner interfere with the Church or Schools, or the Approaches or Accesses thereto, until they shall have paid to the Ecclesiastical Commissioners for *England* the Sum of Seventeen thousand Pounds for the Purchase of such Church and School Buildings (which Purchase Money shall include the Fittings of the Church, except the painted East Window); and the Company, before taking possession of the Church or Schools, shall also, at their Expense, provide (free from Payment of any Rent, Taxes, or Outgoings), in some convenient Part of the Parish of *St. Peter*, *Saffron Hill*, to be agreed upon by and between the Company and the Incumbent of *St. Peter's*, *Saffron Hill*, (herein-after called the Incumbent,) and the Rector of the Parish of *St. Andrew*, *Holborn*, for the Time being, as Patron of *St. Peter's*, *Saffron Hill*, (herein-after called the Patron,) an Iron Church or some other Building (with all necessary Fixtures and Fittings) constituting a convenient and proper temporary Substitute for *St. Peter*'s Church, and of sufficient Capacity to accommodate Eight hundred Persons at the least, and shall also, at their like Expense, provide, free from the Payment of any Rent, Taxes, or Outgoings, to the reasonable Satisfaction of the Incumbent and Patron, a proper and convenient Building of an adequate Size to be used temporarily as Schools in lieu of the existing School Buildings until new School Buildings shall have been completed as provided by this Act; and the Company shall give possession of such temporary Church and Schools to the Incumbent of the Parish, and shall maintain the same respectively in good Repair, Order, and Condition at the Expense of the Company, and at the like Expense provide proper Apparatus for warming and ventilating the same, until a new Church and new Schools shall have been built under the Provisions of this Act in substitution of the present Church and Schools; and as to the temporary Church, until such new Church shall have been consecrated, the Rights of the Parishioners to Pews and Sittings in such temporary Church shall be determined and regulated by the Bishop of *London* for the Time being (herein-after called the Bishop).

21. The

Payment to Incumbent during Erection of new Church.

21. The Company shall, from the Day of their taking possession of the present Church, and until the Completion and Consecration of the new Church to be erected in lieu thereof, pay to the Incumbent for the Time being of the Perpetual Curacy of *St. Peter's, Saffron Hill*, as Compensation for the Loss of Pew Rents and Fees, the annual Sum of Two hundred and fifty Pounds, by equal half-yearly Payments; the first of such Payments to be made at the End of Six Calendar Months from the Day on which Possession of the present Church shall be taken by the Company; and the Company shall also pay to such Incumbent, on the Day of Consecration of the new Church (if not One of such half-yearly Days), a proportionate Part of such annual Sum from the last half-yearly Day up to the Day of Consecration.

Company to acquire new Site.

22. The Company shall, within Two Years from the Day on which they shall take possession of the said Church and Schools, acquire, and duly convey to the Incumbent for the Time being of the Perpetual Curacy of *St. Peter*, and his Successors, or otherwise, as the Bishop shall direct, a suitable Portion of Land, of a superficial Area not less than the superficial Area of the Lands constituting the Sites of the present Church and Schools, as a Site for the Church and Schools to be erected in substitution of the present Parish Church and Schools, with all proper and convenient Approaches, which Land shall be within the Limits of the Parish of *St. Peter*, *Saffron Hill*, and the Situation of which shall be subject to the reasonable Approval of the Incumbent and Patron; and the same Land shall, upon such Conveyance, vest in such Incumbent, or other Person to whom the same shall be conveyed, in Fee Simple, discharged from all prior Title relating thereto.

Reference to Bishop of London in certainCases.

23. In case the Company fail to agree with the Incumbent and Patron, or with either of them, upon any Matter mentioned in the Three preceding Enactments, or in case any Difference shall arise between any of such Parties with reference to any such Matter, then the Matter upon which they fail to agree or differ shall be referred to the Bishop, and the Decision of the Bishop upon the Matters so referred to him shall be final and binding upon all Parties.

Application of Money paid for Church.

24. The Sum of Seventeen thousand Pounds to be paid by the Company for the Purchase of the existing Church and Schools shall be applied by the Ecclesiastical Commissioners, with all reasonable Despatch, under the Direction of the Bishop and Incumbent, in the Erection, upon the Site to be provided under the last preceding Clause, of a new Parish Church and new Schools for the Parish of *St. Peter*, *Saffron Hill*, which Church when completed and consecrated shall for all Purposes whatever, ecclesiastical or civil, and whether with respect to Endowment, Right of Nomination, or otherwise, be deemed to be in lieu of and substitution for the now existing Church of *St. Peter*; and all Books, Registers, Plate, and other Property, of whatever

whatever Kind, now kept in and belonging to or held by any Person in trust for or for the Use of the said present Church of *St. Peter*, shall, from and after the Consecration of the said new Church, be kept in and belong to and be held in trust for and for the Use of the new Church; and the new School Buildings shall be for the Use of the Children of the Parish of *St. Peter*, *Saffron Hill*, and when completed shall for all Purposes be in lieu of and substitution for and subject to the same Trusts as the existing Schools; and the Surplus, if any, remaining in the Hands of the Ecclesiastical Commissioners after providing the new Church and Schools shall be applied by them in any Manner that the Bishop and Patron may direct for the Benefit of the Living of *St. Peter*, *Saffron Hill*.

Money to be invested.

25. The Commissioners shall, until the Purchase Money of Seventeen thousand Pounds shall be required for the Purposes aforesaid, invest the same, or so much thereof as shall not for the Time being be so required, in Government Securities, and shall, unless otherwise directed by the Bishop and Patron, accumulate the Dividends by investing the same from Time to Time in the like Securities, and such Accumulations shall be added to and form Part of the Principal; but it shall be lawful for the Bishop and Patron to direct the Dividends, or any Portion thereof, to be from Time to Time applied for the Benefit of the Incumbent, or otherwise, in relation to the Arrangement hereby authorized, as the Bishop and Patron shall in their Discretion think fit; and upon Payment by the Company to the Ecclesiastical Commissioners of the above Sum of Seventeen thousand Pounds, the existing Church and Schools, and the Sites thereof respectively, and the Fittings of the Church, except the painted East Window of the Church, and except Monuments and Tablets, shall vest in the Company, who shall, when entitled to the Possession, at their own Cost in all things, remove into some consecrated Churchyard or Burial Ground the Bodies lying interred under the existing Church, which Removal and Re-interment shall be subject to such Regulations, and shall be made in such Manner, as shall be prescribed by the Bishop; and the Tablets or Monuments in the existing Church (if the same be not removed by the Heirs, Executors, Administrators, Relatives, or Friends of the Person, or some or One of the Persons, to whose Memory the same shall have been erected,) shall, at the Cost of the Company, be carefully removed and fixed in some convenient Part of the new Church, and shall in the meantime be preserved by and at the Cost of the Company; but every such Removal of Tablets or Monuments may be made without the Necessity of a Faculty from the Bishop's Court, and shall be free from the Payment of any Fees to the Incumbent of the new Church, or to any Officer of the same, or of the Parish thereof: Provided always, that it shall be lawful for the Heirs, Executors, Administrators, Relatives, or Friends of any Persons who shall be interred or deposited in or under the existing Church,

Church, under the Direction of the Bishop, to remove the Remains of such Persons, and also the Tablets or Monuments erected to their Memory, to any Place they may think proper, and the Expenses of such Removal, not exceeding Ten Pounds in each Case, shall be paid by the Company.

Present Church to be pulled down when bought.

26. The present Church of *St. Peter* shall not, after the same shall have come into the Possession of the Company, be left standing, or be used for any Purpose whatsoever, but shall within Six Calendar Months thereafter be taken down by the Company, and the East painted Memorial Window shall be carefully removed by the Company with a view to its being placed in the new Church, and shall in the meantime be carefully preserved by the Company.

Whitecross Street Prison to be removed.

25 & 26 Vict. c. 104.

27. And whereas, for the Purpose of executing the Works sanctioned by this Act, it will be necessary that *Whitecross Street Prison* should be removed, and other Prison Accommodation substituted for it: And whereas by an Act of the 25 and 26 *Vict.* Cap. 104., intituled *An Act for the Discontinuance of the* Queen's Prison, *and Removal of the Prisoners to* Whitecross Street Prison, it is by Section 12 enacted, that if at any Time hereafter the Mayor, Aldermen, and Commons of the City of *London* provide such Prison Accommodation as may, in the Opinion of One of Her Majesty's Principal Secretaries of State, be properly substituted for *Whitecross Street Prison*, it shall be lawful for the said Secretary, by Writing under his Hand, to direct all the Prisoners confined in *Whitecross Street Prison* to be removed to the Prison so substituted, and upon such Removal being effected the said Prison at *Whitecross Street* shall be discontinued, and may be disposed of as the Mayor, Aldermen, and Commons think fit, and the Prison so substituted shall for all Purposes be deemed to be in the Place of the Prison for which it is substituted: And whereas the Mayor, Commonalty, and Citizens of the City of *London* have erected a Prison at *Holloway* in the County of *Middlesex*, and they are the Owners of Land adjoining the same, on which a Prison can be erected, or other Prison Accommodation provided, as a Substitute for *Whitecross Street Prison:* Therefore the said Mayor, Aldermen, and Commons are hereby empowered to alter the present Prison at *Holloway*, or to erect a new Prison at *Holloway*; and so soon as One of Her Majesty's Principal Secretaries of State shall, by Writing under his Hand, certify that such altered or new Prison may be properly substituted for *Whitecross Street Prison*, such Prison or altered Prison shall thereafter become the Prison substituted for *Whitecross Street Prison*; and the said substituted Prison, and the Space between the City and the said Prison, shall, for the Purpose of giving Jurisdiction to the Justices and Sheriffs of the City of *London*, and for conveying Prisoners to and from the said Prison, and for all Purposes of or incidental

incidental thereto, be deemed to be situate in the City of *London*, and the altered or new Prison shall in all respects be a Substitute for the *Whitecross Street Prison*, according to the Provisions of the said Statute of the 25 and 26 *Vict.* Cap. 104.: Provided always, that nothing herein contained shall impose on the Mayor, Aldermen, and Commons of the City of *London*, or the Mayor and Commonalty and Citizens of the City of *London*, any greater Obligations to provide Prison Accommodation than are imposed on them by the said recited Act of the 25 and 26 *Vict.* Cap. 104.

Eighteen Months Notice to be given to Corporation of taking Whitecross Street Prison.

28. The Company shall not take possession of the present Prison of *Whitecross Street*, unless with the Consent in Writing of the said Mayor, Aldermen, and Commons, until after the Expiration of Eighteen Months Notice of their Intention to take the same, nor, except with the like Consent, take possession of the Land described on the deposited Plans by the Numbers Forty and Forty-one, in the Parish of *St. Giles, Cripplegate*, in the City of *London*, until after the Expiration of Twelve Months Notice of their Intention to take the same.

Certain Lands to be taken for certain Purposes only.

29. The Company shall not take any of the Land belonging to the Mayor, Commonalty, and Citizens of *London* situate on the West Side of *Farringdon Street* for any Purposes, except for Sidings, Warehouses, and Station Accommodation in immediate Connexion with the Railway, without the previous Consent in Writing of the said Mayor, Aldermen, and Commons.

No Land required by the Corporation of London for Public Improvements to be taken without Consent.

30. The Company shall not, under the Powers of this Act, take or use the Surface of any Land, Street, or public Way which the Mayor, Aldermen, and Commons of the City of *London* have acquired or have Power to take, and which are required for the Purpose of any public Improvement, without the previous Consent in Writing of the said Mayor, Aldermen, and Commons.

Certain Land over and adjoining Railway may be held by Company.

31. And whereas the Company are the Owners of certain Lands adjacent to the Railway, and Houses and Buildings erected over the Railway, or immediately adjoining thereto, or otherwise connected with the Structure of the Railway, and other Lands and Houses and Buildings similarly placed may hereafter belong to the Company, and it is expedient to reserve to the Company the Power and Control over such Lands, Houses, and Buildings: Therefore any Lands on or immediately adjoining to, or Houses, Buildings, or Tenements now or hereafter acquired, erected, or built over or immediately adjoining to, the Railway or Works of the Company, or any Part thereof, in any way connected with the Structure of the Railway or Works, and the Site thereof, and any Yards, Gardens, or Premises attached thereto, shall not be deemed superfluous Lands within the Meaning of "The Lands Clauses Consolidation Act, 1845," and it shall be lawful for the

the Company to hold and let any such Lands, Houses, or Buildings, and to grant Leases of the same, for any Term or Number of Years as they may think proper: Provided always, that this Provision shall not be construed to alter any Provision of the *Metropolitan* Railway Acts requiring the Resale or Reconveyance of any Houses, Buildings, or Lands to any Person, Company, or Corporation specifically named in such Provision.

Houses and Buildings not to be deemed Part of the Undertaking of the Company charged with Mortgage Debt.

32. Any Lands, Houses, or Buildings so held or leased by the Company shall not be deemed Part of the Undertaking of the Company charged with the Mortgage or Bond Debt of the Company, except such Portion of the Mortgage Debt of the Company as may be specially charged upon such Lands, Houses, and Buildings under the Provisions herein-after contained.

Power to borrow Money on Mortgage of Buildings.

33. The Company may borrow on Mortgage of any Houses, Lands, or Property let by the Company under the Powers of this Act, and not forming Part of the Undertaking of the Company charged with the Mortgage or Bond Debt of the Company, any Sums or Sum of Money; and the only Security for the Mortgagee shall be the Houses, Lands, and Property so mortgaged, and the Proceeds of the Sale of any such Houses, Lands, or Property shall be applied in or towards the Discharge of any Principal Sums of Money borrowed on the Credit thereof.

Further Arrangements with Corporation of London.

34. The Provisions of the *Metropolitan* Railway Acts conferring Powers upon the Company, and the Mayor, Aldermen, and Commons of the City of *London*, to enter into Agreements or Arrangements with reference to the Purchase, Use, Lease, or Sale of any Lands, or the Execution of any Works, shall extend and apply to all Lands and Works which the Company and that Corporation have Power to purchase under the Provisions of this Act, or any previous Act relating to such Company or Corporation.

Leasing Powers as to Hammersmith Railway.

35. The *Hammersmith* Company from Time to Time may lease their Undertaking to the Company, or to the Company and the *Great Western* Railway Company jointly, for such Term, and in consideration of such gross or periodical Payments, Rents, or Reservations, with such Powers and Privileges, and under and subject to such Covenants, Conditions, Provisions, Regulations, and Restrictions, as the Parties to any such Lease shall think proper; and the Company, or, as the Case may be, the Company and the *Great Western* Railway Company jointly, may accept such Lease accordingly.

Effect of Leases.

36. The Lease may comprise the User or Exercise by the Lessees, their Directors, Officers, Agents, and Servants, of all or any of the Powers, Privileges, Rights, or Authorities granted to, or which at the Time of making of such Lease might be used or exercised by, the

Lessors, their Directors, Officers, Agents, or Servants, whether with reference to their own Undertaking, or the Undertaking of any other Company, but subject to the same Restrictions, Obligations, and Regulations as those to which the Lessors, their Directors, Officers, Agents, and Servants respectively, would be liable in the Exercise of such Powers, Privileges, and Authorities if such Lease were not made.

As to the Transfer of Undertaking of Hammersmith Company to the Company.

37. The *Hammersmith* Company may, notwithstanding any Lease thereof may have been previously granted, or any Contract or Arrangement for working the same may have been previously made, under this Act or any other Act, (but subject, as between the Companies and other Parties, to any Bonds, Mortgages, Contracts, or Liabilities affecting the same,) sell and transfer their Undertaking, together with all or any of their Powers, Rights, Privileges, and Authorities, to the Company, or to the Company and *Great Western* Railway Company jointly, upon such Terms and Conditions and for such Consideration as may be mutually agreed on; and the Company, or the Company and the *Great Western* Railway Company jointly, may accept and take such Transfer.

Evidence and Effect of Transfer.

38. At the Time agreed on for any such Transfer taking effect, or if no Time be specified for that Purpose, then upon and from the Transfer, the Undertaking agreed to be transferred shall be and hereby is vested in the Company, or, as the Case may be, the Company and the *Great Western* Railway Company jointly, and thenceforth the Company, or, as the Case may be, the Company and the *Great Western* Railway Company jointly, may have and hold such Undertaking, and may use, exercise, and enjoy all the Powers, Rights, Privileges, and Authorities vested in the *Hammersmith* Company immediately before the Transfer, or which but for the Transfer might accrue to them, whether with reference to their own Undertaking or the Undertaking of any other Company, or such of the same Powers, Rights, and Privileges as are not agreed to be excepted out of such Transfer: Provided always, that every such Transfer shall be evidenced by a Deed of Transfer, duly stamped, and in which the Consideration shall be fully and truly set forth.

Part V. of Railways Clauses Act, 1863, incorporated.

39. Part V. of "The Railways Clauses Act, 1863," is incorporated with this Act, and shall extend and apply to the Transfer of the Undertaking of the *Hammersmith* Company, and the Time of completing the Deed of Transfer shall be deemed the Time of Amalgamation.

For Recovery of Rents, &c.

40. If and as often as any Rent or other Payment reserved and made payable by any such Lease or Transfer be not paid within Twenty-one Days after it becomes payable, and after Demand thereof

thereof in Writing by the Secretary of the *Hammersmith* Company, they may either recover the same from the Company, or, as the Case may be, from the Company and the *Great Western* Railway Company, with Costs of Suit, in any Court of competent Jurisdiction, or may levy the same by Distress and Sale of the Goods and Chattels, Estates and Effects, of the Company, or of the Company and *Great Western* Railway Company respectively, as the Case may be.

Receipt to be sufficient Discharge.

41. A Receipt in Writing under the Hands of any Three of the Directors for the Time being, or under the Common Seal of the *Hammersmith* Company, for any Money payable to that Company in respect of any such Transfer or Lease, shall be an effectual Discharge to the Company, or, as the Case may be, the Company and the *Great Western* Railway Company, making the Payment for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto.

Application of Rents on Leases.

42. The Directors of the *Hammersmith* Company shall stand possessed of the Rents or annual Reservations coming to their Hands from any Lease or Transfer made under this Act, upon trust to pay and apply the same in like Manner as the net Income arising from their Undertaking would be applicable if they were in possession thereof.

Proof of Proprietorship of Company.

43. The several Persons whose Names appear in the Books of the *Hammersmith* Company as the Holders of Shares therein at the Time of any such Transfer or Lease shall, until the Directors of that Company receive Notice to the contrary, be considered to be the Persons entitled to participate in the Distribution of any Sum or Sums of Money from Time to Time divisible among the Shareholders in that Company under or in consequence of any such Transfer or Lease.

Sanction of Shareholders to Transfers, &c.

44. No such Transfer or Lease shall be of any Effect unless, previously to the making thereof, the Terms thereof shall have been sanctioned by Three Fifths at least of the Votes of the Shareholders of each Company, being a Party thereto, present, either personally or by proxy, at some Extraordinary Meeting of such Company convened specially for that Purpose; and the Seal of any Company fixed to or impressed upon any such Deed of Transfer or Lease shall, as between the Companies, Parties thereto, be conclusive, and as between all or both or either of those Companies and any other Person be *primâ facie* Evidence, that the required Sanction of the Shareholders of that Company has been duly given.

Power to enter into Contracts

45. The Directors of the *Hammersmith* Company and the Directors of the Company and the *Great Western* Railway Company respectively

with Hammersmith Company.

respectively may enter into any Contracts or Agreements for effecting all or any of the Purposes of this Act, or any Objects incidental to the Execution thereof; and every such Contract or Agreement may contain such Covenants, Clauses, Powers, Provisions, and Conditions as are mutually agreed upon between the Parties thereto.

Interest not to be paid on Calls out of Capital.

46. It shall not be lawful for the Company, out of any Money by this Act, or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

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

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

Expenses of Act.

49. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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