ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. lxxxv.

An Act for granting further Powers to the *Metropolitan* Railway Company, and for authorizing them to make a Junction between their Railway and the *Metropolitan and Saint John's Wood* Railway; for extending the Time limited for the Purchase of certain Lands and Completion of certain Works; for amending the Acts relating to the Company; and for other Purposes.

[17th *June* 1867.]

WHEREAS the *Metropolitan* Railway Company, in this Act called "the Company," are authorized to construct Railways and Works by the following Acts; namely,

"The *Metropolitan* Railway (Additional Powers) Act, 1864;"

"The *Metropolitan* Railway (*Notting Hill and Brompton* Extension) Act, 1864;"

"The *Metropolitan* Railway (*Tower Hill* Extension) Act, 1864;"

27 & 28 Vict. cc. cclx., ccxci., and cccxv.

which Three several Acts are hereafter in this Act referred to as "the Three Acts of 1864:"

And whereas by "The *Metropolitan* Railway (Additional Powers) Act, 1864," the Periods respectively limited for the compulsory Purchase of Lands required for certain of the Purposes of "The *Metropolitan* Railway Act, 1861," and for the Purposes of "The *Metropolitan* Railway (*Finsbury Circus* Extension) Act, 1861," were extended: And whereas the Company have proceeded with divers of the Railways and Works authorized by the Three Acts of 1864, and have expended large Sums of Money in the Purchase of

Lands and in the Construction of Works: And whereas it is expedient to extend the respective Periods limited by the Three Acts of 1864 for the compulsory Purchase of Lands, and also to extend the Time limited for the Completion of the Railways and Works of the Company as in this Act provided: And whereas it is expedient that the Traffic of the *Metropolitan and Saint John's Wood* Railway should be worked continuously over that Railway and the Railway of the Company, and that for such Purpose the Company should be authorized to make a Junction Railway in the Parish of *Marylebone*: And whereas by "The *Metropolitan and Saint John's Wood* Railway (Extension to *Hampstead*) Act, 1865," the Company are authorized to subscribe not exceeding One hundred thousand Pounds towards the Undertaking thereby authorized, and it is expedient to alter the Terms of that Subscription, and make the same applicable to the Undertaking generally of the *Metropolitan and Saint John's Wood* Railway Company, in this Act called "the *Saint John's Wood* Company:" And whereas it is expedient to explain and amend the Provisions of "The *Metropolitan* Railway Act, 1854," in this Act called "the Act of 1854," and of the other Acts relating to the Company with respect to the Gauge of the Railways: And whereas it has been found, in the Construction of the Railways under the Powers of the Acts already obtained by the Company, that in many Instances the Works of the Company interfere, or threaten to interfere, with the Stability of Buildings which are not necessary for the Purposes of the Company, and the Safety of which might be easily secured without permanent Interference with the Occupation thereof, and it is expedient that the Powers herein-after contained should be granted to the Company for securing the Stability of such Buildings, subject nevertheless to the Restrictions herein-after also contained: And whereas more than Fifty *per Centum* of the whole of the authorized Share Capital of the Company has been paid up, and the Company are authorized to borrow on the Credit of their Undertaking various Sums of Money equal to One Third Part of their authorized Share Capital, except in respect of their Subscription to the Undertaking of the *Saint John's Wood* Company: And whereas it is expedient that the Borrowing Powers of the Company should be consolidated and defined, and that they should be authorized to issue Debenture Stock in lieu of borrowing in the Manner in this Act mentioned, and that the Powers and Provisions of the *Metropolitan* Railway Acts be amended and enlarged: And whereas Plans and Sections describing the Line and Levels of the Junction Railway by this Act authorized, with a Book of Reference to the Plans, have been deposited with the Clerk of the Peace for the County of *Middlesex*, and are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas the Objects 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

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:

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Metropolitan* Railway Act, 1867."

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," and "The Railways Clauses Consolidation Act, 1845," and Part I. and Part II. of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

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

3. The several Words and Expressions to which by the Acts wholly or partly incorporated herewith Meanings are assigned have in this Act the same respective Meanings, and the following Words and Expressions in this Act have for the Purposes of this Act the following Meanings, unless there be something in the Subject or Context repugnant to such Construction; (to wit,)

"The Company" means the *Metropolitan* Railway Company, "the Junction Railway" means the Railway and Works by this Act authorized to be made; "the *Metropolitan* Railway Acts" means "The *Metropolitan* Railway Act, 1854," and the several Acts amending and extending the same.

Power to make Works according to deposited Plans.

4. It shall be lawful for the Company, subject to the Provisions of this Act, and to the Powers of Deviation given by the incorporated Acts and "The *Metropolitan* Railway Act, 1854," to make and maintain the Junction Railway, with all proper Works and Conveniences connected therewith, in the Line or Course shown on the deposited Plans, or in any Line or Course within the Limits of lateral Deviation thereon defined, and upon the Lands delineated on the deposited Plans and described in the deposited Book of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use the Lands required for the Junction Railway, and the Works and Conveniences connected therewith:

Describing Works.

The Junction Railway which the Company may make is the following:

A Railway (Seven Chains or thereabouts in Length) commencing at a Point on the *Metropolitan* Railway East of the Eastern End of the Platform of the *Baker Street* Station of the *Metropolitan* Railway, and terminating in the authorized Line of the *Metropolitan and Saint John's Wood* Railway at a Point North of the said *Baker Street* Station.

As to certain Plans deposited with Vestry Clerks.

5. And whereas by "The Railways Clauses Consolidation Act, 1845," it is provided that a Certificate of any Omission, Mis-statement, or erroneous Description in certain Plans and Books of Reference therein referred

referred to should be deposited with the Parish Clerks of the several Parishes in *England* in which the Lands affected thereby shall 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.

Provisions of Metropolitan Railway Acts applicable to Vestries of Paddington and Marylebone to extend to Works under this Act.

6. Any Works to be executed under the Powers of this Act within the Parish of *Paddington* and the Parish of *Saint Marylebone* respectively shall, as between the Company and the respective Vestries of those Parishes, be executed subject to the several Provisions, Restrictions, and Obligations contained in the Metropolitan Railway Acts, subject nevertheless to the Provisions of this Act with respect to the Parish of *Marylebone*.

Limiting Time for stopping up Marylebone Road.

7. Inasmuch as Part of the Junction Railway will be made under the Portion of the Road formerly called the *New Road*, and now called the *Marylebone Road*, at or near the Place where certain Station Works are intended to be altered and enlarged under the Powers of "The *Metropolitan* Railway (Additional Powers) Act, 1866," and it is expedient to limit the Time during which the Traffic along the said Road may be stopped for the Works under that Act, and the Junction Railway and Works authorized by this Act: Therefore the Company shall not, for the Purposes of the Works at and near the *Baker Street* Station of the Company to be made under the Powers of "The *Metropolitan* Railway (Additional Powers) Act, 1866," stop the Traffic along the said Portion of the *Marylebone Road* for a longer Period than Three Months, nor for the Execution of the Works under this Act for a longer Period than Three Months, in addition to the First Three Months before mentioned, nor shall they

stop

stop the Traffic from the *Marylebone Road* into and along *Allsop Place* through *Pleasant Row* for a longer Period than Three Months.

For Protection of Mr. John Earley Cook.

8. Provided, That nothing in this Act contained shall alter, vary, or affect any Contract or Agreement between *John Earley Cook* and the Company, or authorize or empower the Company to take, enter upon, affect, or deal with in any Manner any Property now belonging to him or his Trustees, or any Property adjoining thereto respectively which he or they may hereafter acquire, without his Consent in Writing for that Purpose first had and obtained, except and so far only as the Company may be at liberty to do so under any such Contract or Agreement as aforesaid, and the Extension of Time by this Act granted for the Execution of the Works of the Company and the compulsory Purchase of Lands shall not apply to any of the said Lands of the said *John Earley Cook*, or to any of the Works of the Company through, under, or upon such Lands: Provided always, that nothing in this Clause shall limit or prejudice any existing Powers of the Company under any other Act or Acts relating to the Railway or under the said Agreement.

Period for Completion of Works.

9. The Junction Railway shall be completed within the Period of Five Years from the passing of this Act, and if not so completed, then on the Expiration of such Period the Powers by this Act granted to the Company for executing the Junction Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Junction Railway as shall then be completed.

Penalty for Non-completion of Railways.

10. If the Company fail within the Period by this Act limited to complete the Railway authorized to be made by this Act, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the said Railway is completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said Railways by unforeseen Accident or Circumstances beyond their Control; but the Want of 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.

11. The following Sections of the *Metropolitan* Railway Acts 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, 1862:"
Section 14. Relating to Building Leases:
Of "The *Metropolitan* Railway Act, 1863:"
Section 15. Relating to Sewers of Metropolitan and other Boards.

Local Rates to be made good.

12. While the Company are possessed, under the Authority of this Act, of any Lands assessed or liable to be assessed at the Time of the passing of this Act to any parochial or other general or special Rate in any Parish, the Company shall, from the Time of their taking any such Lands, and until the Expiration of a Period of Three Years from the Completion of any Station and Works on Lands authorized to be taken by this Act, be liable to make good the Deficiency in the Assessment for such Rates by reason of such Lands being taken or used by them for the Purposes of this Act, and the Deficiency shall be computed according to the Rental at which such Land, Houses, Buildings, and Property respectively are rated in the last Rate made in the Year One thousand eight hundred and sixty-six.

Certain Provisions relating to Lands of Lord Portman to apply.

13. Sections Twenty-one to Twenty-four, both inclusive, of "The *Metropolitan* Railway (Additional Powers) Act, 1866," relating to the Lands of the Right Honourable *Edward Berkeley* Baron *Portman*, shall apply to the Junction Railway, and Section Twenty-one of that Act shall be read and construed as if the Junction Railway had been included amongst the Works in such Section referred to.

For Protection of Lands, &c. of Duke of Portland.

14. The Powers of the Company over the Lands in the Parish of *Saint Marylebone*, shown in the deposited Plans and Books of Reference, which the Most Noble *William John* Duke of *Portland* is entitled to or interested in, are subject to the Restrictions following; that is to say,

(*a*) No Part of those Lands shall be used otherwise than for the Purposes of the Junction Railway, and for Passenger and Signal Stations, Sewers, Diversion of Sewers, and other Works in connexion with the Junction Railway and Stations, and no Steam Engine shall be erected on any Part of those Lands, and no Building or Erection other than the Passenger or Signal Stations shall be made on any Part of those Lands without in every Case or otherwise than in accordance with the previous Consent in Writing of the Duke of *Portland* or his Assigns or Successors in Estate:

(*b*) The Passenger and Signal Stations, and all Works connected therewith, shall be made and maintained only in accordance with an external Plan and Elevation thereof previously approved by the respective Surveyors of the Duke of *Portland* or his Assigns or Successors in Estate and of the Company:

(*c*) If and whenever any Difference arises between the Company and the Duke of *Portland* or his Assigns or Successors in Estate

Estate with respect to any of those Matters, the Matter on which they differ shall be referred to an Umpire to be, on the Application of the Two Parties, or either of them, named by the Board of Trade, and the Decision of the Umpire shall be final:

(*d*) 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 or apply to any Lands which the Duke of *Portland* is entitled to or interested in, and which the Company may acquire under the Powers of this Act; but before the Company dispose of any of those Lands as superfluous Lands to any other Person, they shall offer to sell the same to the Duke of *Portland* or his Assigns or Successors in Estate, 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.

As to Tolls.

15. For the Purposes of Tolls and Charges, and all other Purposes, the Junction Railway shall be deemed Part of the Undertaking of the Company as if the same Junction Railway had been authorized to be made by "The *Metropolitan* Railway Act, 1854."

Power to stop up Streets during Execution of Works.

16. During the Execution and for the Purposes of the Works to be made under the Powers of this Act the Company may temporarily stop up so much of any Street or Road as is within the Limits of lateral Deviation delineated on the deposited Plans.

Expenses of Junction Railway.

17. The Expense of constructing the Junction Railway and of purchasing Lands for that Purpose, and all other Expenses relating thereto, shall be defrayed by the Company out of the Monies which they are authorized to raise by the *Metropolitan* Railway Acts: Provided always, that the Company and the *Saint John's Wood* Company may agree with reference to the Cost of any Works which ought to be borne jointly by the Two Companies, and may agree to refer Disputes to Arbitration, and the Company shall be reimbursed by the *Saint John's Wood* Company any Sum agreed or awarded to be paid by that Company.

Application of Subscription to Saint John's Wood Company.

18. The Subscription of the Company to the Capital of the *Saint John's Wood* Company need not be applied specially to the Railways and Works authorized by "The *Metropolitan and Saint John's Wood* Railway (*Hampstead* Extension) Act, 1865," but may be applied for the Purposes of the Undertaking generally of the *Saint John's Wood* Company, and the Two Companies may agree that the Shares in respect of that Subscription shall be Preference Shares created under the Provisions of "The *Metropolitan and Saint John's Wood* Railway Capital Act, 1866."

19. The

Powers for compulsory Purchases extended.

19. The Powers for the compulsory Purchase and taking of Lands granted and continued by the Three Acts of 1864 shall continue in force, and the Time limited for the compulsory Purchase of such Lands shall, except as herein-after mentioned, be extended for the Period of Two Years from the passing of this Act, and after the Expiration of such Period the Powers by those Acts of 1864 respectively and by this Act granted for the compulsory Purchase of such Lands shall cease to be exercised: Provided always, that such Extension of Time shall not be construed to apply to any of the Railways or Works authorized by the Seventh Section of "The *Metropolitan* Railway Act, 1861," nor to the House, Forecourt, Garden, and Premises numbered 6, nor to so much of the Wine Cellars used therewith under *Trinity Mews* numbered 10, now or lately in the Occupation of *Francis* and *Thomas Morgan*, Wine Merchants, lately carrying on their Business on those Premises, both in the Precincts of the *Tower Without*, and so numbered on the deposited Plans and Book of Reference thereto referred to in "The *Metropolitan* Railway (*Tower Hill* Extension) Act, 1864;" provided also, that in respect of the Lands on so much of the *Metropolitan* Railway (*Tower Hill* Extension) as are situate between the present Terminus of the *Metropolitan* Railway at *Finsbury Circus* and *Bishopsgate Street*, the Time limited by "The *Metropolitan* Railway (*Tower Hill* Extension) Act, 1864," for the compulsory Purchase of such Lands, shall only be extended for a Period of Eighteen Months from the passing of this Act.

Extension of Time for completing Works.

20. The respective Periods limited for completing the Railways and Works of the Company which have not already expired by Effluxion of Time shall be extended and enlarged for a Period of Three Years to be computed from the passing of this Act, and the *Metropolitan* Railway Acts shall be construed as if that Period had been originally named in those Acts: Provided always, that the respective Periods limited for completing the Extension Railway authorized by "The *Metropolitan* Railway (*Notting Hill and Brompton* Extension) Act, 1864," or otherwise in relation thereto, and for completing the connecting Railway (being the Railway first described in Section Seven of "The *Metropolitan* Railway (Additional Powers) Act, 1864)," and for completing the Works in *Farringdon Road* authorized by "The *Metropolitan* Railway Act, 1865," shall not be extended by this Act.

Gauge.

21. Notwithstanding anything to the contrary in the *Metropolitan* Railway Acts, the Railways of the Company may be made and maintained on the Broad, Narrow, or Mixed Gauge, as the Company think fit: Provided always, that this Enactment shall not be construed to authorize the Company to alter the Gauge or Gauges on any Portion of the Railways of the Company already open for public Traffic.

22. And

Company empowered to underpin or otherwise strengthen Houses near Railway.

22. And whereas, in order to avoid Injury to the Houses and Buildings within One hundred Feet of the Railways authorized by the *Metropolitan* Railway Acts, it may be necessary to underpin or otherwise strengthen the same: Therefore it shall be lawful for the Company at their own Costs and Charges to underpin or otherwise strengthen any such House or Building: Provided that at least Ten Days Notice shall (unless in case of Emergency) be given to the Owner, Lessee, and Occupier of the House or Building intended to be underpinned or otherwise strengthened (each such Notice to be left on the Premises); and that the Company shall be liable to compensate the Owner, Lessee, and Occupier of every such House or Building for any Inconvenience, Loss, or Damage which may result to them by reason of the Exercise of the Powers granted by this Enactment: Provided also, that if the Owner, Lessee, or Occupier of any such House or Building shall give within Seven Days after that Notice Counter Notice in Writing that he disputes the Necessity of such underpinning or strengthening, the Question of the Necessity shall be referred to an Engineer to be agreed upon, or, in case of Difference, to a Civil Engineer to be appointed at the Instance of either Party by the President of the Board of Trade for the Time being; and such Referee shall forthwith, upon the Application of either Party, proceed to inspect such House or Building, and determine the Matter referred to him; and in the event of his deciding that such underpinning or strengthening is necessary, he may in his Discretion prescribe the Mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said House or Building, and the Cost of such Referee shall be paid by the Company, and the Cost of the Reference (other than the Cost of the Referee) shall be in the Discretion of the Referee: Provided that nothing in this Enactment contained, nor any dealing with the Property in pursuance of this Enactment, shall relieve the Company from the Liability to Compensation under the Sixty-eighth Section of "The Lands Clauses Consolidation Act, 1845," or under any other Act: Provided also, that every Case of Compensation to be ascertained under this Act shall be ascertained according to the Provisions contained in "The Lands Clauses Consolidation Act, 1845:" Provided also, that nothing in this Section contained shall repeal or affect the Ninety-second Section of "The Lands Clauses Consolidation Act, 1845."

Recurring Injuries to be compensated.

23. Compensation for Injuries occasioned to Property by the Company acting under the last preceding Section may be recovered from Time to Time as such Injuries may accrue or be discovered; provided that the Claim for such Compensation be made within Six Months from such Discovery.

As to Purchase of Methwold's Almshouses.

24. And whereas by the Thirty-fourth Section of "The *Metropolitan* Railway (*Notting Hill and Brompton* Extension) Act, 1864," certain

certain Provisions were enacted with respect to a Block of Buildings, and the Gardens attached thereto, situated in the Parish of *Saint Mary Abbott, Kensington*, and known by the Name of *Methwold's* Almshouses: And whereas, by reason of Difficulties which have arisen in carrying these Provisions into effect, it is desirable that the same should be repealed, and fresh Provisions made with respect to the said Buildings and Gardens: Therefore the Provisions contained in the Thirty-fourth Section of the said Act shall be and the same are hereby repealed, and in lieu thereof the following Provisions shall be applicable to the taking of such Almshouses and Hereditaments:

1. The Company shall take for the Purposes of the said Act the whole of the said Almshouses, Gardens, and Hereditaments:
2. The Company shall within One Year from the passing of this Act pay to the Vestry of the Parish of *Saint Mary Abbott, Kensington*, the Sum of Three thousand seven hundred and fifty Pounds as Purchase Money and Compensation for or in respect of the taking of the said Almshouses, Gardens, and Hereditaments, and such Purchase and Compensation Monies shall be paid by the Company into the Bank of *England*, together with Interest at the Rate of Five Pounds *per Centum per Annum* from the Date of the passing of this Act, to be applied in the Manner directed by the Sixty-ninth and Seventieth Sections of "The Lands Clauses Consolidation Act, 1845," subject nevertheless as herein-after mentioned:
3. The legal Right to the said Purchase and Compensation Money, and all Rights of Patronage whatsoever in respect of the Appointment of the poor Persons to enjoy the Charity hitherto enjoyed by the Occupants of *Methwold's* Almshouses, shall after the passing of this Act, as against the Commissioners for the Exhibition of 1851, be exclusively vested in the Vestry of the said Parish of *Saint Mary Abbott, Kensington*, and upon Payment of the said Sum of Three thousand seven hundred and fifty Pounds the Company shall be freed and exonerated from all Claims in respect of such Purchase, Compensation, or Patronage:
4. The Commissioners for the Exhibition of 1851 and their Estate and Effects shall, as from the First Day of *January* One thousand eight hundred and sixty-six, be discharged from the Obligation which they are now under of paying the annual Sum of Eighteen Pounds for the Benefit of the poor Persons occupying the said Almshouses, and to defray the Costs and Charges of repairing and maintaining the said Almshouses, and the further Sum of One Pound to the Minister and Churchwardens of the said Parish on account of a certain Charity known as *Goodfellow's* Charity, and also from the Obligation of repairing and maintaining the said Almshouses:

5. No

5. No new Almshouses shall be erected, but the said Vestry shall be at liberty to take such Proceedings in the Court of Chancery or otherwise as they may be advised for the Establishment of a Scheme in respect of or in relation to the said Purchase and Compensation Money and the future Application thereof, and in the meantime, and until the Establishment of such Scheme, if any, the said Vestry shall pay and apply the net annual Income to arise from the said Purchase and Compensation Money, or the Securities for the Time being representing the same, equally between Six poor Persons of the said Parish to be selected by the said Vestry.

Power to Company to continue Bonds, and may renew them by borrowing on Mortgage.

25. The Company may continue on Bond any Sums already borrowed on Bond, and may from Time to Time renew any now existing Bond, and may from Time to Time borrow on Mortgage, on the Credit of the Undertaking of the Company, any Sums of Money which the Company are now authorized to borrow by the *Metropolitan* Railway Acts: Provided that the Sums borrowed on Mortgage on the Undertaking of the Company, and the Sums borrowed on Bond, and any Money raised by the Creation of Debenture Stock, shall not exceed in the whole a Sum equal to One Third Part of the Stock and Share Capital of the Company for the Time being created and issued, and upon which a Sum of not less than Fifty *per Centum* has been paid up in respect of each Portion of Stock and each separate Share: Provided always, that the Subscription to the Capital of the *Metropolitan and Saint John's Wood* Railway Company shall not for the Purposes of this Enactment be deemed Part of the Stock and Share Capital of the Company.

Debenture Stock.

26. The Provisions of the *Metropolitan* Railway Acts relating to Debenture Stock shall cease to be applicable to the Company, and in lieu thereof the Company may create and issue Debenture Stock, and Part III. of "The Companies Clauses Act, 1863," shall be incorporated with this Act; and the prescribed Rate of preferential Interest shall be Five Pounds *per Centum per Annum*.

Explaining Powers as to certain Property of the Company authorized to be mortgaged.

27. The Powers given to the Company by the Thirty-third Section of "The *Metropolitan* Railway Act, 1865," shall extend to authorize the Company from Time to Time to borrow Money by way of Mortgage of any Houses, Lands, or Property which the Company are by that Act empowered to hold and let, and not forming Part of the Undertaking of the Company charged with the Mortgage or Bond Debt of the Company, whether the same Lands, Houses, or Property be let or not let; and every Mortgage on any such Premises executed under the Provisions of that Act and this Act may contain all such Covenants, Powers, and Provisions as are usually inserted in Mortgages of Freehold or Leasehold Property.

Further Provisions as to Trains for Labouring Classes.

28. Whereas by some or one of the Acts relating to the Company it is provided that in certain Cases the Amount of Compensation payable

payable in respect of such Passengers as are therein mentioned shall be determined by an Arbitrator to be appointed by the Board of Trade: Be it enacted, That in every such Case the Decision of the Arbitrator to be so appointed shall be final, and the Arbitrator may call for the Production of any Document in the Possession or Power of either Party which he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose; and the Manner of holding every such Arbitration, and the Costs (to be determined by the Arbitrator) of and attending the same, shall be in the Discretion of the Arbitrator.

Interest not to be paid on Calls paid up.

29. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

30. 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.

31. 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 or 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.

32. 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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