ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cclx.

An Act for enabling the *Metropolitan* Railway Company to make additional Works; for extending the Time limited for the compulsory Purchase of Lands and Completion of certain Works; for authorizing the raising of additional Capital; and for other Purposes. [25th *July* 1864.]

WHEREAS the *Metropolitan* Railway Company (in this Act referred to as "the Company") have constructed a Railway from the *Great Western* Railway at *Paddington* to *Farringdon Street*, and connecting Lines of Railway have been made by the Company and the *Great Northern* Railway Company between the Railway of the last-mentioned Company and the *Metropolitan* Railway: And whereas the Company are constructing additional Lines of Railway at and near *King's Cross* for the Accommodation of the Traffic, and it is expedient that the Company should be authorized to make a Railway to connect with the *Metropolitan* Railway the authorized Extension to *London* of the *Midland* Railway, and also to alter Portions of the existing Lines to the *Great Northern* Railway: And whereas it is expedient that the Company be authorized to widen the *Metropolitan* Railway in the Parishes of *Pad-*

dington and *Marylebone* near the *Edgware Road:* And whereas by "The *Metropolitan* Railway (*Finsbury Circus* Extension) Act, 1861," the Company were authorized to extend their Railway to *Finsbury Circus*, and by "The *Metropolitan* Railway Act, 1861," in this Act called "the Amendment Act of 1861," the Company were authorized to make an improved Communication to and with the proposed *Metropolitan* Meat and Poultry Market, and other Works, and to purchase divers additional Lands; and the Company have proceeded in the Execution of such Acts, and have purchased certain of the Lands required for the Purposes of those Railways, and entered into Contracts for the Construction of certain of the Works, and it is expedient that the respective Periods limited for the compulsory Purchase of the Remainder of the Lands authorized to be taken by such Acts respectively and for the Completion of the Works should be extended: And whereas for the Purposes of the Undertaking of the Company it is expedient that the Company be empowered to raise further Sums of Money: And whereas it is expedient that the Company and the *Midland* Railway Company should be authorized to enter into such Arrangements as are in this Act expressed: And whereas it is also expedient that the Powers of the Company with regard to the Use of Lands purchased by them and of the under Surface of Streets within the Limits of lateral Deviation described on the deposited Plans should be defined and regulated: And whereas the Purposes aforesaid 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 (Additional Powers) Act, 1864."

Interpretation of Terms.

2. 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 *Metropolitan* Railway Acts as altered by this Act; and the Expression "the *Metropolitan* Railway Acts" means the Act of 1854 and the several other Acts relating to the *Metropolitan* Railway.

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and

3. "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

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

26 & 27 Vict. c. 92. incorporated.

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.

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

5. And whereas a Plan and Section of the Railways 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 of this Act, with a Book of Reference to the Plan 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 Clerk of the Peace for the County of *Middlesex*: Therefore 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 Railways, Alterations, Widenings, and Works herein-after described, with all proper Stations, Works, and Conveniences connected therewith, in the Line or Course shown on the said Plan, or in any Line or Course within the Limits of lateral Deviation thereon defined, and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels described on the said Section, and the Company may enter upon, take, and use the Lands delineated on the said Plan and described in the said Book of Reference, or such of them as they require, for all or any of the Purposes of this Act, and may appropriate and use the Subsoil of the Streets, Roads, and Highways shown on the said Plan within the Limits of Deviation, and described in the Books of Reference thereto.

Power to make Railway according to deposited Plans.

6. 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 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,

As to certain Plans deposited with Vestry Clerks.

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 Railway and Works.

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

A Railway, in this Act called "the connecting Railway," commencing in the Parish of *Saint Pancras* in the County of *Middlesex* by a Junction with the *Metropolitan* Railway at or near the *King's Cross* Station thereof, on the Northern Side thereof, and terminating by a Junction with an intended Railway from the authorized Line of the Extension to *London* of the *Midland* Railway at or near *Skinner's Place*, *Euston Road*, in the said Parish of *Saint Pancras* and County of *Middlesex*:

An Alteration or Diversion of the Railway now constructed from the *Metropolitan* Railway at *King's Cross* to the Down Line of the *Great Northern* Railway, such Alteration or Diversion to commence in the intended Line of Railway first hereinbefore described at or near the *King's Cross* Station of the *Metropolitan* Railway in the Parish of *Saint Pancras* in the County of *Middlesex*, and to terminate by a Junction with the *Great Northern* and *Metropolitan Junction* Railway at or near the *Great Northern* Hotel:

An Alteration or Diversion of the Railway now forming the Junction between the *Metropolitan* Railway and the Up Line of the *Great Northern* Railway, such Alteration or Diversion to commence in the Parish of *Saint Pancras* in the County of *Middlesex* at or near the *King's Cross* Station of the *Metropolitan* Railway, and to terminate by a Junction with the Line of the *Metropolitan* Railway at or near *Caledonia Street* in the Parish of *Saint Mary Islington*:

A Widening and Improvement of the Line of the *Metropolitan* Railway, commencing at or near the Intersection of *Cambridge Place* and *Praed Street* in the Parish of *Paddington*, and terminating at or near the *Edgware Road* Station of such Railway in the Parish of *Saint Marylebone*.

8. Subject

Company may stop up Streets, &c.

8. 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.

Period for Completion of Works.

9. If the Railway by this Act authorized shall not be completed within Five 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 the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Powers for compulsory Purchases extended.

10. The Powers for the compulsory Purchase or taking of Lands granted by the Extension Act of 1861 for the Purposes of the Railways and Works authorized by that Act, and granted by the Amendment Act of 1861, in respect of the Railways and Works authorized by Section Seven of such Act, and in respect of the Lands lying between *Charlotte Street* in the Parish of *Saint Pancras* and the Northern Side of *Ray Street* in the Parish of *Saint James Clerkenwell*, referred to in Section Six of such Act, according to the respective Plans and Books of Reference thereto deposited with the Clerk of the Peace for the County of *Middlesex* and with the Clerk of the Peace for the City of *London*, or with either of those Clerks of the Peace, shall continue in force in respect of the said Lands authorized to be taken by such Acts respectively; and the Time limited for the compulsory Purchase of such Lands shall be extended for the Period of Three Years, to be computed from the passing of this Act, and after the Expiration of such Period the Powers by the said Acts and by this Act granted for the compulsory Purchase of the Lands authorized to be taken for the Purposes of the Railways, Works, and Purposes authorized by those Acts respectively shall cease to be exercised.

Extension of Time for completing Works.

11. The Time limited by the Extension Act of 1861 and the Amendment Act of 1861 for the Completion of the Railways from the *Metropolitan* Railway to *Finsbury Circus* authorized to be made by those Acts shall be extended and enlarged for the Period of Three Years, to be computed from the Expiration of the respective Periods limited by those Acts.

For securing the Completion of the Railways.

12. If the Company fail within the Period by this Act limited to complete the connecting Railway authorized to be made by this Act, or to complete the Railway to *Finsbury Circus*, for the Completion of

of which the Time is by this Act extended, or to complete the Two additional Lines and Junctions by this Act required to be made, the Company shall be liable to a Penalty of Fifty Pounds for every Day after the respective Periods so limited until the Railway or Works aforesaid 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 Funds shall not be held to be a Circumstance beyond their Control.

Certain Sections of the Metropolitan Railway Acts to apply to Works authorized by this Act.

13. The following Sections of the *Metropolitan* Railway Acts shall extend and apply to this Act in as full and ample a Manner as if they were re-incorporated in this Act; (that is to say,)

Of the Act of 1854, Sections 73, 74, 75, 76, 77, 78, 79, and 80, for the Protection of the Metropolis Turnpike Roads, and Sections 106, 107, and 108, relating to Gas and Water Pipes, and Sections 147, 149, 150, 152, 153, 154, 158, 159, 160, 161, and 162, relating to the Parish of *Saint Pancras*:

Of "The *Metropolitan* Railway (*Great Northern* Branch and Amendment) Act, 1856," Section 6, for the Protection of the Metropolis Turnpike Roads:

Of "The *Metropolitan* Railway Act, 1860," Section 37, so far as the same relates to the respective Parishes of *Saint Pancras* and *Paddington*:

Of "The *Metropolitan* Railway Act, 1861," Sections 18, 19, 20, 22, and 23, relating to the said Parish of *Saint Pancras*:

Of "The *Metropolitan* Railway Act, 1863," Section 15, for Protection of Sewers of Metropolitan and other Boards.

Provisions of Metropolitan Railway Acts applicable to Works executed in Parishes herein named.

14. All Works to be executed under the Powers of this Act within the respective Parishes of *Paddington*, *Saint Marylebone*, and *Saint Pancras* shall, as between the Company and the Vestries of those Parishes, be executed subject to the several Provisions, Restrictions, and Obligations contained in the *Metropolitan* Railway Acts, which said Provisions, Restrictions, and Obligations shall in like Manner extend and apply to the Works by this Act authorized, as well as to the Works authorized by the said *Metropolitan* Railway Acts.

Explaining and extending Sections in existing Acts relating to Saint Pancras.

15. Where in any Sections of the *Metropolitan* Railway Acts the Expression "Vestrymen of the Parish of *Saint Pancras*," or "Vestrymen of the said Parish," is used the same shall mean the Vestry of the Parish of *Saint Pancras*; and such of the said Sections as relate to any Road, Street, Carriage or Foot Way in the said Parish shall

shall extend and apply not only to all Roads, Streets, Carriage and Foot Ways which prior to the First Day of *July* One thousand eight hundred and sixty-four were vested in the said Vestry, but also to the Roads, Streets, Carriage and Foot Ways which on and after that Date were or may be vested in the said Vestry.

Local Rates to be made good.

16. While the Company are possessed under the Authority of this Act of any Land, Houses, Buildings, or other Property 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 the Parish of *Saint Mary, Islington*, the Company shall from the Time of their taking any such Lands, Houses, Buildings, and Property, and until the Expiration of a Period of Three Years from the Completion of any Station and Works authorized by this Act, be liable to make good the Deficiency in the Assessment for such Rates by reason of such Land, Houses, Buildings, or Property 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-three.

Notice to be given by Company before breaking up Streets.

17. The Company shall not break up or disturb any Street or Place under the Control or Direction of the Vestry of the Parish of *Saint Mary, Islington*, or the Pavement thereof, unless at least Seven Days previous Notice in Writing of their Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, be given to the Surveyor of such Vestry, or left for him at his Office or at the Vestry Office; and when the Company shall break up or disturb any such Street, Place, or Pavement they shall, so soon as the Works affecting it are completed, and at the furthest within Four Months from the Day on which those Works were begun, restore the Street, Place, or Pavement to as good a Condition as it was in when it was broken up or disturbed, and (if so required by the said Vestry) under the Superintendence and to the Satisfaction of their Surveyor, and the Company shall keep the same in repair for Twelve Months thereafter; and if the Company fail to restore the Street, Place, or Pavement within the prescribed Four Months they shall forfeit to the said Vestry a Sum not exceeding Five Pounds for Default in each such Restoration, and an additional Five Pounds for every Day after the Expiration of that Period and after Notice to them of the Delay during which the Delay continues, and the said Vestry may restore the Street, Place, or Pavement, and recover the Expense of such Restoration from the Company.

Company to restore Streets broken up.

Bridges over Cuttings in public Roads and Streets.

18. All Bridges constructed by the said Company under any Roads or Streets shall be constructed so as not to lessen the present clear

clear Width of such Road or Street, including the Footway, and shall be further so covered as to prevent as far as may be practicable the Escape of Steam, Smoke, or other offensive Effluvia into the said Roads and Streets, and such Bridges shall be so constructed as far as may be practicable so as to deaden the Sound of Engines, Carriages, and Traffic passing underneath them; and the Company shall not execute or commence the Erection of any such Bridges or Works as aforesaid until they shall have given to the said Metropolitan Board of Works Fourteen Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board fail to signify such Approval or their Disapproval, or other Directions, within Fourteen Days after Service of the said Notice, and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridges and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works, so far as the public Convenience is concerned, shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the said Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company on Demand.

Powers of the Company with regard to Works within Limits of Deviation defined.

19. It shall be lawful for the Company to construct their Railways, Sidings, and other Works in or under any Lands purchased by them under the *Metropolitan* Railway Acts, or any of them, and under any public Street, Passage, or Place within the Limits of Deviation on the Plans deposited in respect of such Acts respectively, unless by any Provision of the *Metropolitan* Railway Acts the Company be expressly restricted from interfering with any such public Street, Passage, or Place; but this Provision shall not be construed to extend the Time for completing any Railway which may have expired.

Connecting Branch with Midland to be made in Tunnel.

20. The Company in making the connecting Railway shall construct the same throughout in a Tunnel or Subway, and shall not permanently occupy with any Part of the connecting Railway any Portion of the Surface of the Lands lying between the present Property

Property of the Company at *King's Cross* and the Junction with the intended Railway from the authorized Line of the *Midland* Railway as shown on the deposited Plans: Provided always, that for the Purpose of constructing the connecting Railway the Company may, at any Time within the Period by this Act limited for the Completion of the same, occupy with their Works all or any Part of the Surface of the said Lands for such Length of Time (and no longer) as shall be necessary for the Construction of the connecting Railway and the Works connected therewith.

Tunnel to be constructed to carry Buildings upon it.

21. After the Completion of the Tunnel or Subway for the connecting Railway the Company shall restore the Surface of the Ground over such Tunnel or Subway to the same Level (as near as may be) as that of the Road forming the present Approach to the Down Platforms of the *Great Northern* Company's Station at *King's Cross*; and the Company shall construct the said Tunnel or Subway of sufficient Strength and in such a Manner as will allow of Buildings of any Description being erected and built over and upon the same.

For providing Communication between London, Chatham, and Dover and Metropolitan Railways.

22. And whereas it is of great public Importance that Through Communication by the *Metropolitan* Railway should be established between the *Great Northern* Railway at *King's Cross* and the South of *London*, and it is expedient that such Provision as is in this Act contained should be made for securing such Object: And whereas the *London, Chatham, and Dover* Railway Company, in this Act called "the *Dover* Company," are promoting a Bill in the present Session, the Short Title of which (should the same pass into a Law) is intended to be "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," in this Act called "The New Lines Act, 1864," and by the last-mentioned Bill "the *Dover* Company" are seeking Power to construct Railways (Numbers 12 and 13) from their authorized Railway to and to join the *Metropolitan* Railway at or near *Charles Street* and the *Finsbury Extension* at or near *West Smithfield*: And whereas the Company are about to widen and improve their existing Line by laying down on Lands acquired or to be acquired by them Two additional Lines of Rails, which are intended to form a continuous Route independent of the existing Railway of the Company from *King's Cross* to a Junction with the Railway Number 12, intended to be authorized by "The New Lines Act, 1864:" Therefore such Provision as is in this Act made shall be in force for providing a Communication between the *London, Chatham, and Dover* Railway and the *Metropolitan* Railway, and over the last-mentioned Railway; but by Agreement in Writing, under the Common Seals of the respective Companies, such further and other Arrangements may be made between such Companies as may be in furtherance of the Objects and Purposes of this Act.

Junction Line to Railway Number 12 to be authorized by "The New Lines Act, 1864," to be constructed by the Company.

23. If "The New Lines Act, 1864," should pass into a Law the Company shall construct and lay down upon the Lands of the Company acquired or to be acquired by them under the Powers of this Act or any of the Metropolitan Acts, or under any Powers in that Behalf in "The New Lines Act, 1864," such Rails as may be requisite to connect at or near *West Street* in the Parish of *Saint Sepulchre* the existing Railway of the Company with the Railway No. 12 which by "The New Lines Act, 1864," the *Dover* Company may be authorized to construct; and such Connexion shall consist of Two Lines of Way, and such Rails shall be laid down within such Period as will enable the same to be opened for public Traffic simultaneously with the said Railway No. 12 of the *Dover* Company, and shall be opened for public Traffic accordingly.

Company to construct Two additional Lines of Rail.

24. Within the Period of Two Years from the passing of this Act the Company shall construct and lay down upon the Lands of the Company acquired or to be acquired by them under the Powers of this Act or any of the *Metropolitan* Railway Acts, and open for public Traffic, Two additional Lines of Rails upon the Narrow Gauge (herein after referred to as the Two additional Lines) between the Point of Commencement as by this Act authorized of the connecting Railway at the Point marked A on the Plans deposited for the Purposes of this Act as aforesaid and the Rails which the Company are by this Act required to lay down for connecting their existing Line with the Railway No. 12 of the *Dover* Company, to be authorized by "The New Lines Act, 1864."

Restriction as to Traffic on Metropolitan Railway.

25. Until the Completion of the Two additional Lines no Engines or Carriages of any Description shall be allowed to pass from or to the *Midland* Railway to or from or over any Part of the *Metropolitan* Railway between *King's Cross* and *Farringdon Road*.

Preserving Communications with Great Northern Railway.

26. It shall not be lawful for the Company in making the Alterations or Diversions by this Act authorized of the Railways now forming the Junctions with the *Great Northern* Railway to interfere with the present Modes of Communication between the *Great Northern* Railway and the *Metropolitan* Railway, or with the free and proper Conduct of the Traffic of the *Great Northern* Railway, without the Consent of the *Great Northern* Railway Company under their Common Seal first had and obtained, unless for the Purposes of effecting the Alterations; and if any Difference shall arise between the Two Companies as to the Time during which such Communication must necessarily be interrupted the said Difference shall be determined by an Engineer to be appointed by the Board of Trade, who shall have the Right to award a Penalty of Ten Pounds a Day for any needless Interruption of the Communication.

27. When

Running Powers for the London, Chatham, and Dover Company on additional Lines.

27. When and so soon as the Two additional Lines shall have been completed and opened for public Traffic the *Dover* Company may pass over and use with their Engines, Carriages, Waggons, and Servants, and for the Purposes of Traffic of all Kinds, the Two additional Lines, and so much of the connecting Railway as will lie between the Commencement by this Act authorized of that Railway and the Commencement by this Act authorized of the Alteration or Diversion Railway by this Act authorized, intended to join the *Great Northern and Metropolitan Junction* Railway, and the Alteration or Diversion Railways by this Act authorized, and the Railway now forming the Junction between the *Metropolitan* Railway and the Up Line of the *Great Northern* Railway, and also the Rails which the Company are by this Act required to lay down for connecting their existing Line with the Railway No. 12 to be authorized by "The New Lines Act, 1864," and all Junctions and Points of or connected with the Lines and Railways or Portions of Railway aforesaid so as to give a Communication between the Railway of the *Dover* Company and the *Great Northern* Railway, and the Station at or near *West Street, Farringdon Street*, to be constructed by the Company, as herein-after provided, including booking to or from that Station.

Interchange Station to be constructed at Farringdon Street.

28. When and so soon as the Two additional Lines are opened for public Traffic the Company shall also open for public Traffic a Station at or near *West Street, Farringdon Street*, at which the Traffic of the Company and the *Dover* Company shall be interchanged; and the *Dover* Company shall pay to the Company in respect of the Use by the *Dover* Company of that Station as herein-before provided such Portion of the Interest on Cost of the Station, and of Maintenance, Repairs, Staff, Lighting, Rates, Taxes, and Stores, and other Station Expenses of, at, or in respect of such Station, as with reference to the Circumstances of the Case and the respective Use of such Station by the *Dover* Company and the Company and any other Company shall be fair and reasonable; and if the *Dover* Company and the Company shall not agree as to the Amount of such Payment the same shall be settled by Arbitration: Provided always, that the Traffic of the Company and the *Dover* Company shall be interchanged at that Station, and at no other Place, except with the Consent of the Company.

Rates as to Passenger Traffic of Dover Company.

29. The *Dover* Company shall fix the Fares, Rates, and Charges for all Passenger, Coaching, and other Traffic usually conveyed by Passenger Trains carried, under the Provisions herein-before contained, partly over the Railways or any Part of the Railways of the *Dover* Company, and partly over the Railway or any Part of the Railway of the Company; and the *Dover* Company shall pay to the Company

Company in respect of such Traffic a proportionate Part as for One Mile of such gross Fares, Rates, and Charges (after deducting Government Duty); and such Payment shall include and be in full for the Use of the said Portion of their Railway, and the Cost to the Company of maintaining and signalling their Lines and Junctions (except so far as such Signalling is to be found by the *Dover* Company), and all Services connected with the managing of their Lines, Junctions, and Points thereon, and proper Accounts and Vouchers relating to such Traffic shall be kept by the Companies respectively, and rendered to each other and settled monthly; and the Companies shall respectively be entitled to inspect and verify the Accounts and Vouchers kept by each other.

Tolls for Goods Traffic.

30. The Tolls to be paid by the *Dover* Company in respect of Goods, Coals, Minerals, and the other Traffic in this Clause mentioned for the Use of the several Railways, Portions of Railway, Junctions, and Points of the Company which the *Dover* Company are by this Act empowered to pass over and use as aforesaid shall be the following:

For Goods, Sixpence *per* Ton:

For Coals and Minerals, Fourpence *per* Ton:

For Cattle, Twopence each:

For Calves, Sheep, and Pigs, One Penny each:

Provided always, that the *Dover* Company shall not at any Time hereafter be liable to pay in respect of any such Traffic Tolls higher than the Tolls or Payments which may for the Time being be paid or made to the Company by any other Company or Person other than the *Great Northern* Railway Company, who in the Exercise of any Powers in that Behalf, or by Permission of the Company, may pass over and use the said several Railways, Portions of Railway, Junctions, and Points, or any of them, or any Part thereof respectively.

Running Powers for Through Traffic only.

31. Unless with the Consent in Writing of the Company, the *Dover* Company shall not take up or deliver any Traffic at any Station of the Company other than *Farringdon Street*, nor convey any Traffic from any Station of the Company to the *King's Cross* Station of the *Great Northern* Railway Company, or of the *Midland* Railway Company, or *vice versâ*.

Conditions upon Exercise of Powers.

32. All Powers of the *Dover* Company over or in connexion with the Railway of the Company, or any Part thereof, under the Powers of this Act, shall be exercised by the *Dover* Company, subject to the following Conditions; (that is to say,)

1. All Trains, whether Passenger or Goods Trains, and whether belonging to the Company or to the *Dover* Company, or any other

other Company using the Railway of the Company, shall have Priority in the Order of their Arrival at the Signals: Provided, that in the event of a Goods Train and a Passenger Train arriving simultaneously at any Signal that Passenger Train shall have Priority of Passage over that Goods Train:

2. All Engines employed by the *Dover* Company on the Railway of the Company shall be adapted to the reasonable Approval of an Officer of the Company to be appointed for that Purpose by them to the Eastern Portion of the Railway of the Company, and when so approved shall be driven by the Servants of the *Dover* Company:

3. Coke of the best Quality shall be used by the *Dover* Company on the Railway of the Company:

4. The Powers of the *Dover* Company shall be exercised, subject to the Byelaws, Rules, and Regulations made, and from Time to Time in force, on the Railway of the Company:

5. Subject to the preceding Provisions, the Management of the Trains shall be under the Control of the Company.

Facilities for Traffic until Completion of additional Lines.

33. Until the Completion of the Two additional Lines, such Facilities as are in this Act prescribed shall be afforded by means of the Junctions of the Railway of the *Dover* Company with the *Metropolitan* Railway respectively, authorized by "The *London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860," and to be authorized by "The New Lines Act, 1864," for the passing of the Traffic of the *Dover* Company over the *Metropolitan* Railway, and to the *Great Northern and Metropolitan Junction* Railway and the *Great Northern* Railway respectively.

Interim Facilities over Metropolitan Railway to King's Cross.

34. In order to facilitate the due Transmission, until the Completion of the Two additional Lines, of Traffic passing or intended to pass over the Railway of the *Dover* Company, or any Part thereof, to or from the Railway of the Company, and to or from the *Great Northern* Railway, or the *Great Northern and Metropolitan Junction* Railway, and to provide for the due Passage of such Traffic to its Destination, and to regulate their respective Rights with regard to such Traffic, the Company and the *Dover* Company shall (upon and from the Completion of any Connexion between their respective Railways, and at all Times thereafter, until the Power by this Act given to the *Dover* Company of passing over and using the Two additional Lines of the *Metropolitan* Railway Company is in effectual Operation) be bound by and shall fulfil, observe, and conform to the following Stipulations and Provisions; (*videlicet,*)

First, the *Dover* Company may carry on such Traffic with their own Engines, Carriages, Waggons, Trucks, and Servants:

Second, the Company shall, for and in respect of all such Traffic and for all Purposes of this Clause, at all Times afford to and for the *Dover* Company and the Public all reasonable Accommodation and Facilities at, on, and over the Railways of the Company between the Points aforesaid:

Third, the Payments, Tolls, Rates, and Charges to be made and paid by the *Dover* Company to the Company for the Use of the Line of the Company, and the Performance of the Services to be rendered by the Company under this Clause, shall be the Payments, Tolls, Rates, and Charges herein-before provided to be paid by the *Dover* Company to the Company for passing over and using the Two additional Lines:

Fourth, the Conditions herein-before prescribed with reference to the Exercise by the *Dover* Company of the Powers by this Act conferred upon them of passing over and using the Railway of the Company shall, so far as the same are applicable, be observed and fulfilled by the Company and the *Dover* Company respectively with respect to the Matters in this Clause mentioned.

Facilities for Traffic between Paddington or Finsbury, and Crystal Palace and Victoria.

35. In order to facilitate the Transmission of all Traffic passing or intended to pass over any Railway of the Company, or any Part thereof, to or from the *Victoria* Station of the *Dover* Company, or the *Crystal Palace* Station of the *Crystal Palace and South London Junction* Railway Company, herein-after called the *South London* Company, or any Station intermediate between the said *Victoria* Station or the said *Crystal Palace* Station and the Railways of the *Metropolitan* Railway Company, from or to the *Paddington* Station of the Company, or the Station of the Company at or near *Finsbury Circus*, or any Station of the Company intermediate between their *Finsbury* Station or the said *Paddington* Station and the Railway of the *Dover* Company, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, and to regulate their respective Rights with regard to such Traffic, the Company and the *Dover* Company and the *South London* Company shall (upon and at all Times after the Completion of any Connexion between the respective Railways of the Company and the *Dover* Company) be bound by and shall fulfil, observe, and conform to the following Stipulations and Provisions; (*videlicet*,)

First, the *Dover* Company and *South London* Company respectively shall have the Right to book and invoice through over the Railways of the Company, and the Company shall have the Right to book and invoice through over the Railways of the *Dover* Company and the *South London* Company, all such Traffic as aforesaid:

Second,

Second, the Company, the *Dover* Company, and the *South London* Company respectively shall for and in respect of all such Traffic, and for all Purposes of this Clause, at all Times afford to and for each other and the Public all reasonable Accommodation, Facilities, and Conveniences at, on, and over their respective Railways and Stations by their respective Trains and by Through Booking and Through Rates, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic as aforesaid, on equal Terms with and as if it were their own proper Traffic, and without Preference in favour of their own Lines:

Third, the Rates and Charges for such Traffic shall be agreed between the Company and the *Dover* Company and the *South London* Company respectively, or in default of Agreement shall be settled by Arbitration, and such Rates and Charges shall be divided by actual Mileage (after deducting Government Duty and such Terminal Charges on Goods as may be agreed upon between the said Companies, or as may in default of Agreement be determined by Arbitration); and out of such Rates and Charges each Company shall receive their full Mileage Proportion of the whole Distance which the Traffic passing over their Railway actually traverses; and the Companies interested shall monthly account with each other on this Basis:

Fourth, all Questions and Differences which may at any Time arise between the Company and the *Dover* Company and the *South London* Company, or between the Company and either of those Companies, as to the Construction or Effect of this Clause of this Act, or the Performance, Observance, Nonperformance, or Nonobservance of any of the Provisions thereof, or any Matters connected therewith or consequent thereon, shall be determined by Arbitration.

Tolls may be taken by Dover Company for the Traffic passing over Metropolitan Railway.

36. In respect of Traffic carried by the *Dover* Company or forwarded by the Company for them, under the Powers of this Act, over the Railway of the Company, or any Part thereof, the *Dover* Company may demand and take any Tolls, Rates, and Charges not exceeding those which the Company might demand and take up for the same Traffic if carried by them on their own Account.

Disputes to be settled by Arbitration.

37. If any Dispute arise between the Company and the *Dover* Company under the Provisions of this Act the same shall be settled by Arbitration, and every such Arbitration shall be in accordance with "The Railway Companies Arbitration Act, 1859."

38. Subject

Arrangements as to Traffic of Midland Railway Company passing over Metropolitan Railway.

38. Subject to the Provisions of this Act and to the Provisions contained in Part III. of "The Railways Clauses Act, 1863," the Company on the one hand and the *Midland* Railway Company on the other hand may agree with respect to all or any of the following Purposes; (namely),

The working by the *Midland* Railway Company of their Traffic over the Railways of the Company, or any Part thereof, and the Supply of Rolling and Working Stock for such Purpose;

The Use of the Railway of the Company and the Conveyance and Conduct of Traffic thereon;

The Accommodation to be afforded at the Stations of the respective Companies, and the Appointment of Officers and Servants;

The fixing, collecting, and Apportionment of Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of Traffic subject to any fixed or contingent Rent to be paid by either of the Companies to the other of them in respect of any of the Matters aforesaid.

Power to raise additional Capital by new Shares.

39. The Company may from Time to Time raise (in addition to the Sums of Money which they are already authorized to raise) any further Sums not exceeding in the whole Four hundred and fifty thousand Pounds by the Creation of new Shares in their Undertaking, and such Shares may be issued either as new Ordinary Shares or new Ordinary Stock in the Capital of the Company, or as new Preference Shares or new Preference Stock: Provided, that the Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

As to Votes of Proprietors of such Shares.

40. The Proprietors of any Shares to be issued under the Authority of this Act shall, unless otherwise expressly provided by the Terms on which such Shares are issued, be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been original Shares of the Company.

Power to borrow on Mortgage.

41. The Company may from Time to Time under the Powers of this Act borrow any additional Sum of Money not exceeding One hundred and fifty thousand Pounds either by Mortgage of their Undertaking or by the Issue of Debenture Stock, in pursuance of the Powers and subject to the Provisions and Restrictions contained in "The *Metropolitan* Railway Act, 1862," but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act

Act authorized to be raised by new Shares is *bonâ fide* subscribed for, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all such additional Capital are issued, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that they are *bonâ fide* held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are respectively legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Existing Mortgages to have Priority.

42. Provided always, That all Mortgages granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be created by virtue of this Act.

Arrears may be enforced by the Appointment of a Receiver.

43. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Ten thousand Pounds in the whole.

Application of Sums raised under this Act.

44. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes of the Undertaking of the Company.

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

45. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

With respect to the Remedies of the Creditors of the Company against Shareholders; and with respect to affording Access to the Special Act;

and also the Clauses and Provisions of "The Companies Clauses Act, 1863," following; namely,

Part I., with respect to Cancellation and Surrender of Shares; and

Part II., with respect to additional Capital,

shall be incorporated with this Act, and shall apply to all Shares created, and to Mortgages granted, and Money borrowed, under the Powers of this Act.

Interest not to be paid on Calls paid up.

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 Company's 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.

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1864.